

City of Fredericksburg

REGULAR CITY COUNCIL MEETING AGENDA MONDAY, NOVEMBER 18, 2019 ~ 6:00 P.M. LAW ENFORCEMENT CENTER ~ 1601 EAST MAIN STREET

Linda Langerhans, Mayor
Tom Musselman, Councilmember
Bobby Watson, Councilmember

Charlie Kiehne, Councilmember
Gary Neffendorf, Councilmember
Kent Myers, City Manager

The City of Fredericksburg City Council will meet in a regular session on Monday, November 18, 2019, at 6:00 p.m. in the Law Enforcement Center, 1601 East Main Street, Fredericksburg, Texas. This is an open meeting, open to the public, subject to the Open Meetings Law of the State of Texas, and as required by law, notice is hereby posted on November 15, 2019, before 5:00 p.m., providing time, place, date and agenda thereof. The meeting facility is wheelchair accessible and accessible parking spaces are provided. Requests for accommodations or interpretative services must be made to the City Secretary 48 hours prior to this meeting.

(Please turn off all pagers and phones, except emergency on-call personnel.)

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. EMPLOYEE RECOGNITIONS

4. PUBLIC COMMENTS

The City Council welcomes citizen participation and comments at all City Council Regular Meetings. The City Council offers citizens the opportunity to address them by signing up to speak prior to the meeting and to limit comments to 3-minutes.

NOTE: The Texas Open Meetings Act permits a member of the public or a member of the governmental body to raise a subject that has not been included in the notice for the meeting. However, any discussion of the subject must be limited to a proposal to place the subject on the agenda for a future meeting and any response to a question posed to the City Council is limited to either a statement of specific information or recitation of existing policy. TEX. GOV'T CODE § 551.042.

5. CONSENT

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS WILL BE HELD UNLESS PULLED AT THE REQUEST OF A MEMBER OF CITY COUNCIL.

A. Consider approval of the October 29, 2019, City Council Work Session Minutes.
(Agenda Packet Pages 5-10)

B. Consider approval of the November 4, 2019, City Council Regular Meeting Minutes.
(Agenda Packet Pages 11-16)

- C. Consider approval of Resolution 2019-18R regarding the ballot for election of the Board of Directors for the Gillespie Central Appraisal District for the 2020-2021 term.
(Agenda Packet Pages 17-22)

6. ORDINANCE AND RESOLUTIONS

- A. Consider the approval of Ordinance 2019-31 amending Article V-Speed Regulations, of Chapter 44-Traffic and Motor Vehicles-of the Code of Ordinances, amending the maximum speed limit for State Highway 16 North (SH16 N) within the City Limits, determined upon the basis of an Engineering and Traffic Investigation for said roadway (first of two readings; City Council may waive second reading).
(Agenda Packet Pages 23-28)
- B. November 5, 2019, Special Election
 - i. Canvass the results of the returns.
 - ii. Consider the approval of Resolution 2019-17R declaring the results of the Special Election of the City of Fredericksburg, held November 5, 2019, for the purpose of a Charter Amendment.
(Agenda Packet Pages 29-34)

7. OTHER ACTION ITEMS AND UPDATES

- A. Consider the approval of CXT Concrete Buildings Sourcewell quote for the restroom and shower for the LBJ Park.
(Agenda Packet Pages 35-42)
- B. Consider the approval of the additional service proposal from Biggs and Matthews Environmental to perform Professional Services for construction phase services and construction quality assurance services for Landfill Cell #8
(Agenda Packet Pages 43-52)
- C. Consider the award of bid for Construction Contract to W.L. Contracting for the Landfill Cell #8 CIP Project.
(Agenda Packet Pages 53-60)
- D. Consider the award of bid for Geosynthetics Contract to Patriot Environmental for the Landfill Cell #8 CIP Project.
(Agenda Packet Pages 61-62)
- E. Consider the approval of the Inter-local Agreement for the My Permit Now software access, and permit purchase agreement with My Government Online.
(Agenda Packet Pages 63-82)
- F. Receive a presentation and discuss the Seven Hills Hotel Conference Center.
(Agenda Packet Pages 83-84)
- G. Receive a presentation and discuss Boot Ranch water conservation plans.
(Agenda Packet Pages 85-86)

8. CITY MANAGER'S REPORT

- A. January City Council Work Session

B. Meeting with Historic Review Board and Planning and Zoning Commission

9. ITEMS FOR FUTURE AGENDA

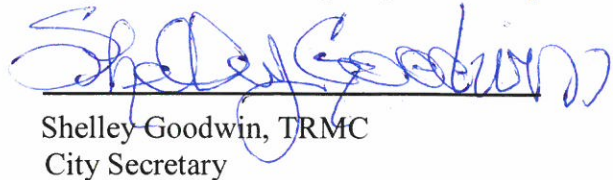
(Agenda Packet Pages 87-88)

10. COUNCIL COMMENTS

Reports about items of community interest, which no action will be taken.

11. ADJOURN

This is to certify that I, Shelley Goodwin, posted this Agenda at 1:40 p.m. on November 15, 2019, at the entrance and on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.



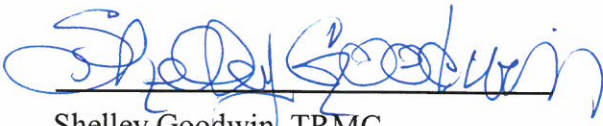
Shelley Goodwin, TRMC
City Secretary

**ADDENDUM TO AGENDA
OF
CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 18, 2019 ~ 6:00 P.M.
LAW ENFORCEMENT CENTER ~ 1601 EAST MAIN STREET**

Notice is hereby given of a Regular Meeting of the Fredericksburg City Council, to be held on Monday, November 18, 2019 at 6:00 p.m. in the Law Enforcement Center, 1601 East Main Street, Fredericksburg, Texas.

The following item is hereby corrected to reflect the correct agenda posting date of November 14, 2019 at 1:40 p.m. and not November 15, 2019.

This is to certify that I, Shelley Goodwin, posted this Addendum to Agenda at 4:40 p.m. on November 14, 2019 on the entrance door and bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.


Shelley Goodwin, TRMC
City Secretary



CITY OF FREDERICKSBURG

MINUTES OF CITY COUNCIL WORK SESSION

OCTOBER 29, 2019

Members Present:

Mayor Linda Langerhans
Mayor Pro Tem Gary Neffendorf (arrived at 10 a.m.)
Councilmember Charlie Kiehne
Councilmember Tom Musselman
Councilmember Bobby Watson

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director Public Works and Utilities
Daniel Jones, City Attorney
Brian Jordan, Development Services Director
Lea Feuge, Public Information Officer
Steve Wetz, Police Chief
Lynn Bizzell, Fire Chief
Russell Immel, Information Technology Director
Tammie Loth, Human Resources Manager
Laura Hollenbeck, Finance Director
Andrea Schmidt, Parks Department Director
Kelli Olfer, Gillespie County Health Department Director
Kris Kneese, Assistant Director of Public Works and Utilities
Garret Bonn, Assistant Engineer
Anna Hudson, Historic Preservation Officer
Jennifer Krupa, Special Events Coordinator
David Millegan, Building Official
Shelley Goodwin, City Secretary

1. CALL TO ORDER

With a quorum of the City Council present, Mayor Langerhans called the work session of the Fredericksburg City Council to order at 8:30 a.m. on Tuesday, October 29, 2019, in the Lady Bird Golf Course, Cardinal Room, 341 Golfers Loop, Fredericksburg, Texas 78624.

Kent Myers, City Manager, reviewed the items for discussion.

2. PUBLIC COMMENTS

Mayor read the public comment statement.

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Walter Ploetz, Masonic Lodge, spoke regarding Agenda Item 6. Marktplatz User Fees. He stated he understands for increases but feels doubling the fees is excessive.

3. Consider Discussion on Short-Term Rentals

Kent Myers, City Manager, reviewed the history of the Short-Term Rentals and the Ordinance adopted last year. He also discussed the need for changes to the ordinance and the software changes. He also reviewed the need for new software.

Anna Hudson, Historic Preservation Officer, provided a PowerPoint of the history, number of STR, increased annual permit fees, upcoming changes to the implementation and software for STRs. She also reviewed the following proposed changes to the ordinance:

- Signage
- Zoning
- STR owners in R-1 live onsite
- Parking spaces
- Non-compliance or violation signs posted in yards
- Setting inspection deadlines following expiration of permits
- Setting deadline for renewal of permit
- Establishing new density requirements

Brian Jordan, Development Services Director, provided an update on compliance, inspection, and software issues. He also reviewed the need for increasing the permit fee to cover the administrative expenses.

Tamora Woods spoke regarding the permit fee charges for per room instead of per unit.

Polly Rickert spoke regarding the number of STRs versus number of single family residential. She also spoke to the HOT tax and State Tax issues.

Jessica Davis spoke regarding STRs. She indicated that STRs, are kept up better than long-term rentals. She feels with the extension of Historic District and the proposal of R1 owners living onsite of STR, this will push STRs into the County.

Tammy Pack spoke regarding her concern with R1 owners being required to live onsite.

Brian Jordan, Development Services Director, reviewed the items that he needs directions on.

The City Council provided the following feedback:

- Prepare an Ordinance with STR amendments.
- Contract for new STR software.
- Planning and Zoning Commission and the Historic Review Board discuss and bring back a recommendation regarding density requirements.
- Survey other cities regarding permitting fees.
- Report on number of STRs versus number of single-family residential homes.
- Report on true cost of inspections, permitting and other related expenses for STRs.

4. Consider Report and Discussion on City PTO Policy

This Agenda Items was not discussed at the Work Session Meeting.

5. Consider Report and Discussion on Affordable Housing

Kent Myers, City Manager, reviewed the history of the Affordable Housing efforts. He also reviewed the questions that the City Council should consider.

Tim Lehmberg, Economic Development Director, provided an update on the apartment inventory.

Holly with Health Summit, provided statistics that 1,600 employees within the City commute to work due to lack of affordable places to rent.

The City Council discussed the issue of spreading affordable housing around town or in one location. They also discussed the R3 zoning.

Kent Myers, City Manager, reviewed the efforts the City has been actively engaged in regarding development of affordable single-family housing with mixed results. He also reviewed the number of residential lots rezoned and platted.

Polly Rickert stated she is concerned with large density and development. She provided the history and process of the House Verein Project.

Todd Edison stated he has reviewed different housing studies from other cities and feels that the City of Fredericksburg needs more data to know what we need.

The City Council provided the following directions:

- Stay with current incentives
- Continue with annexation and roadway improvement that might open areas for development of affordable housing.
- Consider areas adjacent to the City limits that have infrastructure and might be annexed for affordable housing.
- Provide City Council with housing studies conducted by Kerrville and New Braunfels.
- Planning and Zoning Commission and the Historic Review Board discuss and bring back a recommendation regarding density requirements.

6. Consider Report and Discussion on Marktplatz User Fees

Kent Myers, City Manager, stated that during the City budget process he briefly discussed increasing the Marktplatz User Fees. He also stated any increases in fee revenue should be put into a separate account and be used for Market Square improvements.

Andrea Schmidt, Parks Department Director, provided a PowerPoint of current fees and maintenance needed on Market Square. She also reviewed the Market Square Redevelopment Commission's project and their fundraising goal of \$1,400,000 million.

Jennifer Krupa, Event Coordinator, reviewed the comments she received from the different event coordinators who hold events at Market Square.

Cheryl Eickels, Eistabahn, stated they had to raise their prices last year to cover their improvements and feels that if they have to increase their prices again then they will lose money.

Deana Christenson, Executive Director Lutheran Fall Festival, stated a fee increase would be difficult for their event.

Julie Hansen, Zooma Run, stated a fee increase would cause attendance to go down.

Walter Ploetz recommended increasing the fee gradually.

Dan Crenwelge, Gillespie County 4H, stated he is opposed to doubling the fees.

Rudy Clark, Arts Guild, stated she is opposed to the doubling of the fees.

Jasper Eisenberg, Hill Country Memorial, stated he is opposed to the fee increase because of the impact it will have on the Wildflower Run.

Mark Mazur, Farmers Market, stated he feels the City should increase the fees slightly in order to keep up with the maintenance of the Market Square.

John Phelps inquired to the relationship between the Market Square Redevelopment Commission and Market Square.

Mayor Langerhans provided the history of the Market Square and stated the Commission was created to raise money to develop the Square into what it is today.

The City Council discussed the proposed increases for Market Square fees. They also discussed the usage of Hotel Occupancy Tax. They provided the following directions:

- Prepare a report of City expenses for special events held at Marktplatz.
- Prepare a report on City annual cost for Marktplatz maintenance.
- Consider additional improvements to be paid by HOT revenues.
- Prepare an ordinance with fee increases over a 3-year period.

7. Consider Report and Discussion on Civil Penalties for City Code Violations

This Agenda Item was not discussed at the Work Session Meeting.

8. ADJOURN

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kiehne, to adjourn the Monday, October 29, 2019, City Council Work Session Meeting at 11:42 a.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary

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CITY OF FREDERICKSBURG

MINUTES OF CITY COUNCIL REGULAR MEETING NOVEMBER 4, 2019

Members Present:

Mayor Linda Langerhans
Mayor Pro Tem Gary Neffendorf
Councilmember Charlie Kiehne
Councilmember Tom Musselman
Councilmember Bobby Watson

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Daniel Jones, City Attorney
Brian Jordan, Development Services Director
Steve Wetz, Police Chief
Lynn Bizzell, Fire Chief
Russell Immel, Information Technology Director
Andrea Schmidt, Parks Department Director
Laura Hollenbeak, Director of Finance
Kris Kneese, Assistant Director of Public Works and Utilities
Garret Bonn, Assistant Engineer
Evan Williamson, Engineering Tech
Jeff Rich, Water Department Superintendent
Shelley Goodwin, City Secretary

1. PLEDGE OF ALLEGIANCE

Mayor Langerhans led the Pledge.

2. CALL TO ORDER

With a quorum of the City Council present, Mayor Langerhans called the regular meeting of the Fredericksburg City Council to order at 6:00 p.m. on Monday, November 4, 2019, in the Law Enforcement Center, 1601 East Main Street, Fredericksburg, Texas 78624.

3. EMPLOYEE RECOGNITIONS

Kent Myers, City Manager, stated he received the following thank yous:

- Police Department for their presence at Stone Ridge during Halloween
- Jennifer Krupa, Event Coordinator for assisting Jeryl Hoover with Pioneer Museum's event at the old County Jail.

4. PUBLIC COMMENTS

Mayor read the public comment statement.

Alan Brecher spoke regarding the City's lack of authority in enforcing water restriction in Boot Ranch.

Moe Saiidi provided a handout and spoke regarding Boot Ranch's usage of water.

Cord Switzer spoke regarding Resolutions 2019-6 approving future annexations. He feels the Resolution should be rescinded.

Jaclyn Hall, a staff member for Congressman Roy, spoke regarding the location of their Kerrville office and provided their phone number (830)896-0154.

5. CONSENT

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS WILL BE HELD UNLESS PULLED AT THE REQUEST OF A MEMBER OF CITY COUNCIL.

A. Consider approval of the October 21, 2019, City Council Regular Meeting Minutes.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kiehne, to approve the October 21, 2019, City Council Regular Meeting Minutes with amendments. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

6. OTHER ACTION ITEMS AND UPDATES

A. Consider the approval of Resolution 2019-16R approving the acquisition and financing of equipment with Frost Bank.

Laura Hollenbeak, Director of Finance, reviewed the Resolution and contract for the financing of equipment with Frost Bank.

Kent Myers, City Manager, stated the equipment being acquisition is part of the FY2020 budget.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Musselman, to adopt Resolution 2019-16R approving the acquisition and financing of equipment with Frost Bank. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

B. Consider the approval of a lease agreement with Poarch Realty for the use of a downtown parking lot located at 108 East San Antonio Street.

Kent Myers, City Manager, reviewed the history of the parking lot and stated Clinton Bailey negotiated the agreement with property owners. He also stated this lease agreement is for 2 years and will require the City to provide maintenance for the lot and cover the insurance.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Kiehne, to approve the lease agreement with Poarch Realty for the use of a downtown parking lot located at 108 East San Antonio Street. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

C. Consider awarding a Professional Service Contract to John and Stan Klein for Architect services for Market Square Redevelopment Project.

Andrea Schmidt, Parks Department Director, reviewed the project and the Professional Service Contract.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Neffendorf, to approve the award of a Professional Service Contract to John and Stan Klein for Architect services for the Market Square Redevelopment Project. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

D. Receive a presentation and discuss the Boot Ranch Utilities Update.

Kris Kneese, Assistant Public Works Director, provided a PowerPoint presentation on Boot Ranch history, location, and the Water and Sewer Utility Agreement. He also reviewed the items that will be coming before the City Council that need to be a consideration at the November 18, 2019, City Council Regular Meeting when several items will be considered for approval.

Kent Myers, City Manager, stated all structures at Boot Ranch that are tied into City water and were built under our guidelines and were inspected using City codes and regulations.

The City Council discussed the Water, Sewer, and Reclaimed Water revenue and expenses. They also discussed the service territory and the City's CCN.

E. Receive a presentation and discuss the wine tasting on Main Street and off the golden block (Rosemary Estenson).

Rosemary Estenson spoke regarding wine tasting on Main Street and off the golden blocks. She provided the history of the number of new establishments on Main Street and the number of establishments that are open till 2 a.m.

F. Receive a presentation and discuss the number of allowable chains on Main Street (Rosemary Estenson).

Rosemary Estenson spoke regarding her concerns with the City ordinance calling for no more than 10 franchises on Main Street. She stated that recently a franchise opened who had already 10 businesses. She also spoke regarding temporary vendors on Main Street and price increases that occurred during Oktoberfest.

G. Receive a presentation and discuss the Relief Route by C.I.R.R. (Citizens Informed Relief Route (Gary Saucier).

Dave Campbell, representative of C.I.R.R., reviewed the PowerPoint presentation on the proposed Relief Route. He also provided the history of TxDOT processes and the meetings for the Relief Route. He stated the Committee supports the City's road expansions and asked the City Council to not support the TxDOT style bypass, continue the City's mobility plans.

Jill Elliott, Main Street business owner, feels the bypass will create business loss and home loss.

Cord Switzer spoke regarding the process of the Relief Route that TxDOT is using. He also reviewed the estimated cost of the process and construction.

Mayor Langerhans stated how important it is that TxDOT work with this committee and address the challenges Fredericksburg is facing.

Gary Saucier stated the rules changed when TxDOT's personnel changed.

The City Council discussed the Relief Route and the City's street expansion program.

Councilmember Musselman stated the Relief Route will be a County Bond and every citizen within the City will be affected

7. Future Agenda

Kent Myers, City Manager, reviewed the upcoming agenda items.

8. CITY MANAGER'S REPORT

A. November 5, 2019, Special Election

Kent Myers, City Manager, encouraged everyone to vote in the City Election and on the State Constitution amendments.

B. November 12 Special Council Meeting-Institute Annexation

Kent Myers, City Manager, reminded the City Council that there will be a Special Council Meeting on Tuesday, November 12th at 4:30 p.m. in the City Hall Conference Room.

9. COUNCIL COMMENTS

The City Council did not provide comments.

10. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.072

- A. Consider and discuss the purchase, exchange, lease, or value of real property, located in the vicinity of the intersection of N. Washington St. and E. Schubert St., in the City of Fredericksburg (Sec. 551.072).**
- B. Consider and discuss the purchase, exchange, lease, or value of real property, located near the intersection of S. Llano St. and E. San Antonio St., in the City of Fredericksburg (Sec. 551.072).**

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to go out of Regular Session into Executive Session at 7:39 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Musselman, to go out of Executive Session into Regular Session at 8:02 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

11. BUSINESS ITEM

No action was taken.

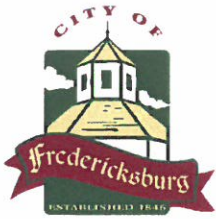
12. ADJOURN

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Musselman, to adjourn the Monday, November 4, 2019, City Council Regular Meeting at 8:02 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary



CITY COUNCIL MEMO

DATE: November 13, 2019
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Gillespie Central Appraisal District Board Ballot

Summary:

The Gillespie County Appraisal District is requesting every taxing jurisdiction in Gillespie County to complete and return their ballot for their Appraisal District Board.

Recommendation:

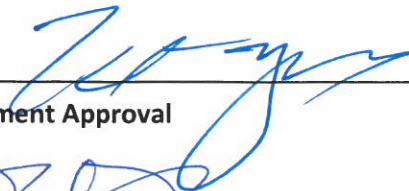
It is recommended that the Council appropriate the City's 331 votes to the five different nominees with four of the nominees receiving 66 votes and one nominee receiving 67 votes.

Background / Analysis:

As indicated in the attached letter, the terms of the current Board members will expire the end of this year. All current Board members have been nominated to serve another term and they are willing to continue serving. They have all served the community well and should be considered for reappointment.

Attachments:

Letter from Chief Appraiser
Board Ballot



Department Approval



City Attorney Approval



City Manager Approval

RESOLUTION NO. 2019-18R

A RESOLUTION CASTING VOTES FOR THE GILLESPIE CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR A TWO-YEAR TERM BEGINNING JANUARY 1, 2020.

WHEREAS, the Gillespie Central Appraisal District is the appraisal district for the City of Fredericksburg, Texas, and it has a governing board of directors that are selected by participating political subdivisions; and

WHEREAS, the City of Fredericksburg is one of these political subdivisions within Gillespie County; and

WHEREAS, the City of Fredericksburg, having been advised by the Chief Appraiser of Gillespie Central Appraisal District, is entitled to cast 331 votes collectively or separately for nominees for the Board of Directors for the Gillespie Central Appraisal District:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, THAT:

The City Council of the City of Fredericksburg, Texas, hereby casts its votes for a position on the Board of Directors of the Gillespie Central Appraisal District for a term of two-years beginning January 1, 2020, as follows:

_____ votes for _____
_____ votes for _____
_____ votes for _____
_____ votes for _____
_____ votes for _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ON THIS DAY OF NOVEMBER, 2019.

Linda Langerhans
Mayor

ATTEST:

Shelley Goodwin, TRMC
City Secretary



GILLESPIE CENTRAL APPRAISAL DISTRICT

1159 S. Milam St.
Fredericksburg, TX 78624
(830) 997-9807

October 28, 2019

City of Fredericksburg
c/o Linda Langerhans, Mayor
126 West Main Street
Fredericksburg, TX 78624

RE: Gillespie Central Appraisal District Board of Directors Ballot for 2020-2021

Dear Mayor Langerhans,

The terms of the current Directors of the Gillespie Central Appraisal District will expire on December 31, 2019. The governing bodies of voting taxing units within the appraisal district have nominated candidates for the 2020-2021 board.

Enclosed with this letter you will find the voting ballot. Next to your taxing unit's name you will find the total votes for you to cast. You can split your votes however your taxing unit decides. Please write the number of votes that you wish to cast under the name of each candidate.

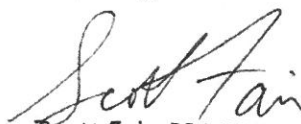
Your taxing unit needs to determine your vote by resolution and submit the ballot and resolution to the appraisal district before December 15, 2019. The chief appraiser will tally the votes and notify the taxing units and the nominees of the results by December 31, 2019.

The Gillespie CAD Board of Directors has five elected positions. For your information, the following is a list of the 2018-2019 board members.

Tim Dooley, Chairman
James McAfee, Vice-Chairman
Tony Klein, Secretary
Nicole Carroll
Donald Davis

If you should have any questions on the process, please do not hesitate to contact me.

Sincerely,


Scott Fair, RPA RTA CCA
Chief Appraiser

Gillespie Central Appraisal District Board of Directors BALLOT 2020-2021		Nominated by: Fredericksburg ISD Harper ISD	Nominated by: Fredericksburg ISD Harper ISD	Nominated by: Fredericksburg ISD Harper ISD	Nominated by: Fredericksburg ISD Gillespie County Harper ISD	Nominated by: Fredericksburg ISD Harper ISD
Voting Entities	Total Votes	Nicole Carroll	Donald Davis	Tim Dooley	Tony Klein	James McAfee
Place # of Votes under corresponding nominee						
City of Fredericksburg	331					
Doss CCSD	30					
Fredericksburg ISD	3,100					
Gillespie County	1,270					
Harper ISD	269					
TOTAL	5,000					

Please complete and return to GCAD before December 15, 2019.

Entity Name: _____

Signature: _____

Date: _____



CITY COUNCIL MEMO

DATE: November 18, 2019

TO: Mayor and City Council

FROM: Garret Bonn, P.E., CFM

SUBJECT: Proposed Speed Limit Changes on N. Llano (State Highway 16 North)

Summary:

Consider the approval of an Ordinance modifying speed limits on N. Llano (State Highway 16 North) within the city limits of the City of Fredericksburg, pursuant to Section 545.356, Texas Transportation Code; providing penalties up to \$200.00; providing an effective date, repealer, severability, and proper notice and meeting (first of two readings; City Council may waive second reading).

Recommendation:

Approval of the Ordinance as presented.

Background / Analysis:

In response to discussions with City Staff and a request from Rep. Biedermann's office, the TxDOT - Austin District conducted a speed study on N. Llano (State Highway 16 North). Speed limits on Texas highways are set by the 85th percentile method, which represents the speed the majority of drivers will be traveling at or below. Speed checks are conducted to determine the 85th percentile speed. The observed free-flowing speed for vehicles is tallied and the 85th percentile speed is calculated using gathered information. Based on the results of the study, TxDOT is proposing to lower the speed limits as follows:

- From north of Ridgewood to south of Grothe St. – lower from 50 MPH to 45 MPH
- From north of Ellebracht Dr. to north of Ridgewood – lower from 60 MPH to 55 MPH
- From north of Kneese Rd. to north of Ellebracht Dr. – lower from 60 MPH to 55 MPH (outside City Limits – will require Gillespie County approval)

A map detailing the proposed changes is attached.

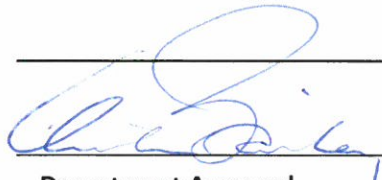
Due to increased traffic on N. Llano and the lack of striped shoulders, the reduced speeds in this corridor will improve driver safety. Additionally, the reduced speeds will also make for safer turning in and out of developed areas and local streets along the roadway, especially where sight distance is limited.

Staff has reviewed the attached ordinance and recommend approval.

Attachments:

Map

Ordinance



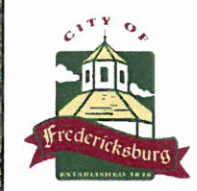
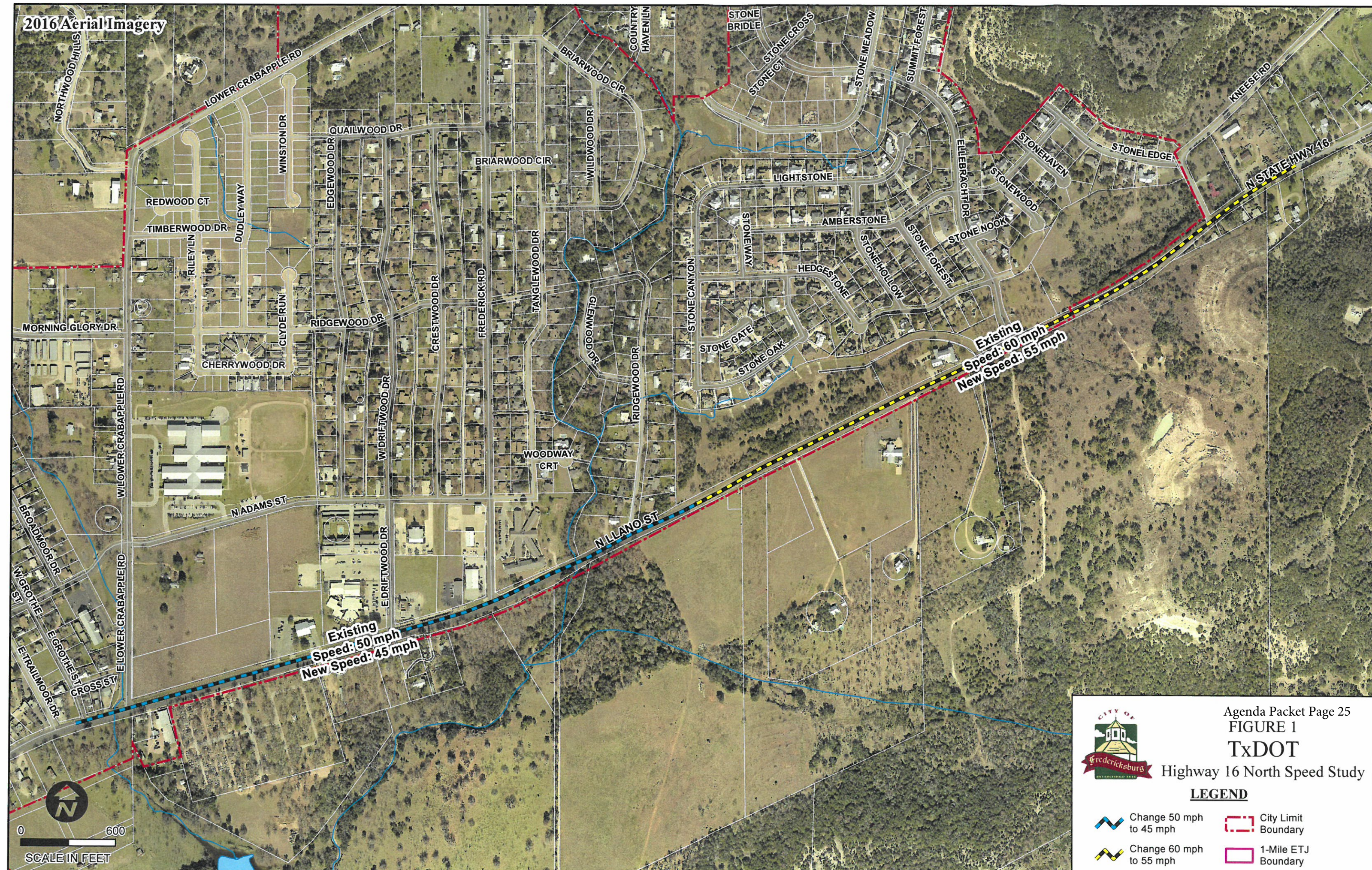
Department Approval



City Manager Approval



City Attorney Approval



Agenda Packet Page 25
FIGURE 1
TxDOT
Highway 16 North Speed Study

LEGEND

- | | |
|-------------------------|---------------------|
| Change 50 mph to 45 mph | City Limit Boundary |
| Change 60 mph to 55 mph | 1-Mile ETJ Boundary |

ORDINANCE NO. 2019-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING ARTICLE V – SPEED REGULATIONS, OF CHAPTER 44 - TRAFFIC AND MOTOR VEHICLES - OF THE CODE OF ORDINANCES, AMENDING THE MAXIMUM SPEED LIMIT FOR STATE HIGHWAY 16 NORTH (SH 16 N) WITHIN THE CITY LIMITS, DETERMINED UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION FOR SAID ROADWAY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS:

Section 1. That, Chapter 44 - TRAFFIC AND MOTOR VEHICLES, of the Code of Ordinances, is hereby amended by addition of a Section 44-147 as follows:

Sec. 44-147. - Designation of maximum speed limits on specific City streets.

(a) It is hereby determined that the prima facie maximum speed limit on certain portions of State Highway 16 North (SH 16 N) routed within the City limits, is hereby stated as follows, which prima facie maximum speed limit shall be effective at all times, and signs will be erected giving notice of the prima facie maximum speed limit so declared, to wit:

FOR NORTHBOUND TRAFFIC

Beginning at milepoint 18.799 (121 feet north of E. Trailmoor Dr.) to milepoint 18.020 (375 feet north of Ridgewood Dr.), a distance of 0.779 miles, a prima facie maximum speed limit of 45 miles per hour.

From milepoint 18.020 (375 feet north of Ridgewood Dr.) to the northern City Limits at milepoint 17.500 (312 feet north of Ellebracht Dr.), a distance of 0.520 miles, a prima facie maximum speed limit of 55 miles per hour.

FOR SOUTHBOUND TRAFFIC

Beginning at the northern City Limits at milepoint 17.500 (312 feet north of Ellebracht Dr.) to milepoint 18.020 (375 feet north of Ridgewood Dr.), a distance of 0.520 miles, a prima facie maximum speed limit of 55 miles per hour.

From milepoint 18.020 (375 feet north of Ridgewood Dr.) to milepoint 18.799 (121 feet north of E. Trailmoor Dr.), a distance of 0.779 miles, a prima facie maximum speed limit of 45 miles per hour.

{End of code text}

Section 2. Severability or Invalidity. If any provision of this ordinance or the application hereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without defeating the purpose or objective of the provisions, and to this end, the provisions of this ordinance are declared to be severable.

Section 3. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Effective Date. This ordinance shall be effective on and after the date of passage and publication.

PASSED AND APPROVED on this the ____ day of _____, 20____.

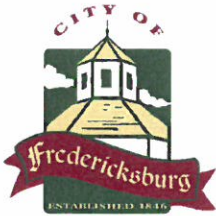
Linda Langerhans, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, City Secretary

APPROVED AS TO FORM:

Daniel Jones, City Attorney



CITY COUNCIL MEMO

DATE: November 12, 2019
TO: Mayor and City Council
FROM: Shelley Goodwin, City Secretary
SUBJECT: November 5, 2019 Special Election

Summary: The City Council is required to canvass the November 5, 2019 Special Election.

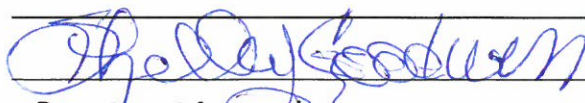
Recommendation City Staff recommends approving the Resolution with amendments that the City Council will receive at the November 18th meeting.

Background / Analysis: The Election Law Code provides for procedures for local canvassing. The City Council will receive a canvass envelope at the November 18th meeting. This envelope will include the unofficial tabulation and corresponding tally list from Gillespie County. If a discrepancy is discovered then, the Presiding Judge will need to present the corrected election returns.

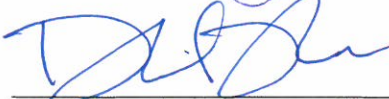
At the November 18, 2019 City Council Regular Meeting, the Presiding Judge will be providing the corrected election returns as the official tabulation. Before the City Council can approve Resolution 2019-17R, you will need to amend the totals in the Resolution to match the totals of the official tabulation provided by the Presiding Judge.

Attachments:

Section of Election Law pertaining to canvassing local elections
Resolution 2019-17R


Department Approval


City Manager Approval


City Attorney Approval

RESOLUTION NO. 2019-17R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FREDERICKSBURG, TEXAS, DECLARING THE RESULTS OF THE
SPECIAL ELECTION OF THE CITY OF FREDERICKSBURG, HELD
NOVEMBER 5, 2019, FOR THE PURPOSE OF A CHARTER AMENDMENT.**

WHEREAS, it is hereby found and determined that notice of the election was duly given in the form, manner and time required by law, and said election was conducted by Gillespie County pursuant to contract, and in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and,

WHEREAS, it is imperative to consider the returns of the election held on November 5, 2019, for the purpose of a City Charter amendment to add Sec. 11.12, as set forth below: "Sec. 11.12. -Fluoridation of Public Water Supply Prohibited.

The City of Fredericksburg, including its departments, agents, and contractors, SHALL NOT FLUORIDATE THE PUBLIC WATER SUPPLY or accept any fluoridated water for use in the City of Fredericksburg public water system, including but not limited to the addition of Hydrofluorosilicic Acid, Hexafluorosilicic Acid, Sodium Silicofluoride, or any other fluoride derivative. The City of Fredericksburg shall not purchase, install, or allow the installation of fluoridation equipment to be used in relation to the City of Fredericksburg municipal water supply or its distribution system. Notwithstanding any other provision of this Section, the City may accept and use naturally occurring fluoridated water in the City of Fredericksburg public water system."

A vote of YES will be to stop adding fluoride; and,

WHEREAS, the returns of said election have been duly and legally made and submitted to the City Council for canvassing, and a tabulation of the returns for the polling places and for early voting, as canvassed and tabulated by this governing body as follows:

	EARLY VOTES CAST	ELECTION DAY VOTES CAST	TOTAL VOTES CAST
YES	327	402	729
NO	672	586	1258

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FREDERICKSBURG, TEXAS, THAT:**

SECTION 1. Said election was duly called, that notice of said election was given in accordance with law, to the best of the City's knowledge the said election was held in accordance with law, and that the proposed City Charter Amendment failed.

SECTION 2. It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located at City Hall, a place convenient and readily accessible to the general public.

SECTION 3. This resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, ON THIS THE ____ DAY OF NOVEMBER, 2019.

Linda Langerhans
Mayor

ATTEST

Shelley Goodwin, TRMC
City Secretary

(2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or

(3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

(c) In an election described by Section 65.051(a-1), the time for the local canvass may be set not later than the 14th day after election day.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986. Amended by Acts 1993, 73rd Leg., ch. 728, Sec. 22, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 1349, Sec. 31, eff. Sept. 1, 1997; Acts 2003, 78th Leg., ch. 1315, Sec. 42, eff. Jan. 1, 2004; Acts 2003, 78th Leg., ch. 1316, Sec. 17, eff. Sept. 1, 2003; Acts 2003, 78th Leg., 3rd C.S., ch. 1, Sec. 3, eff. Jan. 11, 2004.

Amended by:

Acts 2005, 79th Leg., Ch. 471 (H.B. 57), Sec. 7, eff. October 1, 2005.

Acts 2013, 83rd Leg., R.S., Ch. 891 (H.B. 985), Sec. 3, eff. September 1, 2013.

Acts 2017, 85th Leg., R.S., Ch. 992 (H.B. 929), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 992 (H.B. 929), Sec. 3, eff. September 1, 2017.

Sec. 67.004. PROCEDURE FOR LOCAL CANVASS. (a) At the time set for convening the canvassing authority for the local canvass, the presiding officer of the canvassing authority shall deliver the sealed precinct returns to the authority. The authority shall open the returns for each precinct and canvass them as provided by this section. Two members of the authority constitute a quorum for purposes of canvassing an election.

(b) The canvassing authority shall prepare a tabulation stating for each candidate and for and against each measure:

(1) the total number of votes received in each precinct; and

(2) the sum of the precinct totals tabulated under Subdivision (1).

(b-1) The tabulation in Subsection (b) must also include for each precinct the total number of voters who cast a ballot for a candidate or for or against a measure in the election. The secretary of state shall prescribe any procedures necessary to implement this subsection.

(c) The canvassing authority may prepare the tabulation as a separate document or may enter the tabulation directly in the local election register maintained for the authority. The authority shall attach or include as part of the tabulation the report of early voting votes by precinct received under Section [87.1231](#).

(d) The canvassing authority may compare the precinct returns with the corresponding tally list. If a discrepancy is discovered between the vote totals shown on the returns and those shown on the tally list for a precinct, the presiding judge of the precinct shall examine the returns and tally list and make the necessary corrections on the returns.

(e) On completion of the canvass, the presiding officer of the canvassing authority shall deliver the tabulation to the custodian of the local election register unless it is entered directly in the election register. The custodian shall preserve the tabulation for the period for preserving the precinct election records.

(f) On completion of the canvass, the presiding officer of the canvassing authority shall deliver the precinct returns, tally lists, and early voting precinct report used in the canvass to the general custodian of election records. The custodian shall preserve them for the period for preserving the precinct election records.

(g) The presiding officer of the canvassing authority shall note the completion of the canvass in the minutes or in the recording required by Section [551.021](#), Government Code.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986. Amended by Acts 1989, 71st Leg., ch. 114, Sec. 10, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 203, Sec. 1.01, 2.51; Acts 1991, 72nd Leg., ch. 554, Sec. 22, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 728, Sec. 23, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 1349, Sec. 32, eff. Sept. 1, 1997.



CITY COUNCIL MEMO

DATE: November 18, 2019

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: LBJ Park restroom and shower replacement

Summary:

Two of the restroom and shower facilities in the RV areas at LBJ Park are decades old and in very poor condition. In addition, they are not ADA accessible. During the budget process \$240,000 was approved in the Parks budget to replace one of these restroom and shower facilities. The restroom in the upper loop/tent camping area is the more heavily used of the two and will be replaced first.

A Sourcewell quote, contract #030117-CXT, was received from CXT Concrete Buildings for a precast building for \$221,485. Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment similar to the Buyboard and meets the City's purchasing guidelines.

This new restroom is similar to the restroom that was placed at Cross Mountain Park two years ago. It is a precast building that is built off site and will be placed by a crane. The new restroom will include both women's and men's restrooms with an ADA stall in each and 4 separate unisex shower facilities with one being ADA accessible.

Recommendation:

Consider approving the CXT Concrete Building restroom and shower quote for LBJ Park for \$221,485..

Background / Analysis:

Sections of the RV Park will be closed at the end of April and most of May 2020 for electric, cable and street upgrades. The goal is to have the old restroom demolished during that time and then build the pad site in preparation for the building installation by the end of May.

It will take approximately 120 days for the restroom to be built once the order is placed. The pad site, utility connections and demolition of the old building will be accomplished by City crews. The remaining budget funds of \$18,515 will be used to build a sidewalk around the new restroom facility after installation and any incidentals. The total project should come in under budget.

Attachments:

CXT Concrete Buildings Sourcewell quote, Restroom photograph example, Restroom floor plans



Department Approval



City Manager Approval



City Attorney Approval



Concrete Buildings



Contract # 930117-CXT

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Products, Inc., 3808 N. Sullivan Road, Building 7, Spokane, WA 99216
2. ORDERING PROCEDURES: Fax 509-928-8270
3. PAYMENT ADDRESS(ES): CXT Precast Products, Inc., 3808 N. Sullivan Road, Building 7, Spokane, WA 99216
4. WARRANTY PROVISIONS: CXT provides a warranty against structural defects in material or workmanship for a period of twenty (20) years on all concrete components (does not include non-structural cracking). The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only. F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or
3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.
5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on

a project-by- project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after submission of the invoice to the purchaser on approved credit. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 3808 N. Sullivan Road, Building 7, Spokane, WA 99216 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

Cheyenne



Cheyenne with chase restroom / shower building. Standard features include simulated barnwood texture walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, hot water, modular shower units, off loaded and set up at site.

Base Price		Price per unit	Click to select	
Cheyenne		\$ 183,175.00		183,175.00
Added Cost Options:				
Final Connection to Utilities		\$ 4,740.00	☒	4,740.00
Optional Wall Texture -choose one	☐ Split Face Block (\$6,930) ☐ Struck Trowel (\$6,930) ☒ Stone (\$9,450)		Reset Wall Texture	9,450.00
Optional Roof Texture -choose one	☒ Delta Rib	\$ 975.00		975.00
Two-Tone Color Scheme		\$ 265.00	☐	0.00
Stainless Steel Plumbing Fixtures		\$ 7,685.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	\$ 625.00	☒	1,250.00
Electronic Flush Valves		\$ 4,300.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt		\$ 3,600.00	☒	3,600.00
Coin Operated Shower Control		\$ 6,930.00	☐	0.00
Bill Changer		\$ 4,095.00	☐	0.00
Electronic Lavatory Faucets		\$ 2,440.00	☐	0.00
Skylight in Restroom (each)	Qty: 4	\$ 450.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 4	\$ 1,525.00	☐	0.00
Marine Package for Extra Corrosion Resistance		\$ 6,510.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames		\$ 9,975.00	☐	0.00
Tile Floor in Restroom		\$ 11,235.00	☐	0.00
Defense Shield - Anti-Graffiti Coating		\$ 11,290.00	☐	0.00
Timed Electric Lock System (does not include chase door)		\$ 11,490.00	☐	0.00
Exterior Frostproof Hose Bib with Box		\$ 410.00	☒	410.00
Paper Towel Dispenser (each)	Qty:	\$ 180.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty:	\$ 80.00	☐	0.00
Sanitary Napkin Disposal (each)	Qty:	\$ 55.00	☐	0.00
Baby Changing Station (each)	Qty: 2	\$ 450.00	☒	900.00
CXT Wastebasket (each)	Qty:	\$ 130.00	☐	0.00
Paint Touch-up Kit - Single Color		\$ 60.00	☐	0.00
Paint Touch-up Kit - Two Tone Color		\$ 65.00	☐	0.00
Total Cost of Selected Accessories from Accessories Price List:			\$	21,325.00
Estimated One-Way Transportation Costs to Site (quote):			\$	13,985.00
Custom Options: Stamped Plans / TX inspection			\$	3,000.00
Total Cost per Unit placed at job site: (excludes all taxes)			\$	221,485.00

Estimated monthly payment on 5 year lease \$4,451.85

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date



I accept this quote. Please process this order.

Company Name

Customer

Date

OPTIONS

Exterior Color Options:

(For single color mark an X or for two tone combinations use W = Walls / R = Roof.)

☐ Amber Rose	☐ Liberty Tan	☐ Berry Mauve	☐ Sage Green
☐ Toasted Almond	☐ Oatmeal Buff	☒ Buckskin	☐ Rosewood
☐ Sun Bronze	☐ Golden Beige	☐ Mocha Carmel	☐ Malibu Taupe
☐ Sand Beige	☐ Natural Honey	☐ Salsa Red	☐ Java Brown
☐ Pueblo Gold	☐ Cappuccino Cream	☐ Coca Milk	☐ Raven Black
☐ Granite Rock	☐ Georgia Brick	☐ Western Wheat	☐ Nuss Brown
☐ Rich Earth	☐ Charcoal Grey	☐ Hunter Green	☐ Evergreen

Special roof color # _____

Special wall color # _____

Special trim color # _____

(Sage green, hunter and evergreen colors are not available in colored through concrete.)

Rock Color Options:

☐ Basalt ☒ Mountain Blend ☐ Natural Grey ☐ Romana

Roof Texture Options:

☐ Cedar Shake ☒ Ribbed Metal

Wall Texture Options:

(For single texture mark an X or for different top and bottom textures use T = Top / B = Bottom.)

Barnwood	Horizontal Lap	Napa Valley Rock	} Can only be used as bottom texture.
Split Face Block	Board & Batt	River Rock	
Stucco/Skip Trowel	Brick	Field Stone	

(Textures not included in CXT's quote are additional cost.)

Door Opener Options:

☐ Non-locking ADA Handle ☒ Pull Handle/Push Plate
☐ Privacy ADA Latch ☐ Pull Handle/Push Plate w/Slide Lock

Deadbolt Options:

☒ CXT Supplied ☐ Customer Supplied: _____
 Type & Part Number

Accessible Signage Options:

☒ Men ☒ Women ☒ Unisex

Paper Holder Options:

☐ 2-Roll Stainless Steel ☐ 3-Roll Stainless Steel

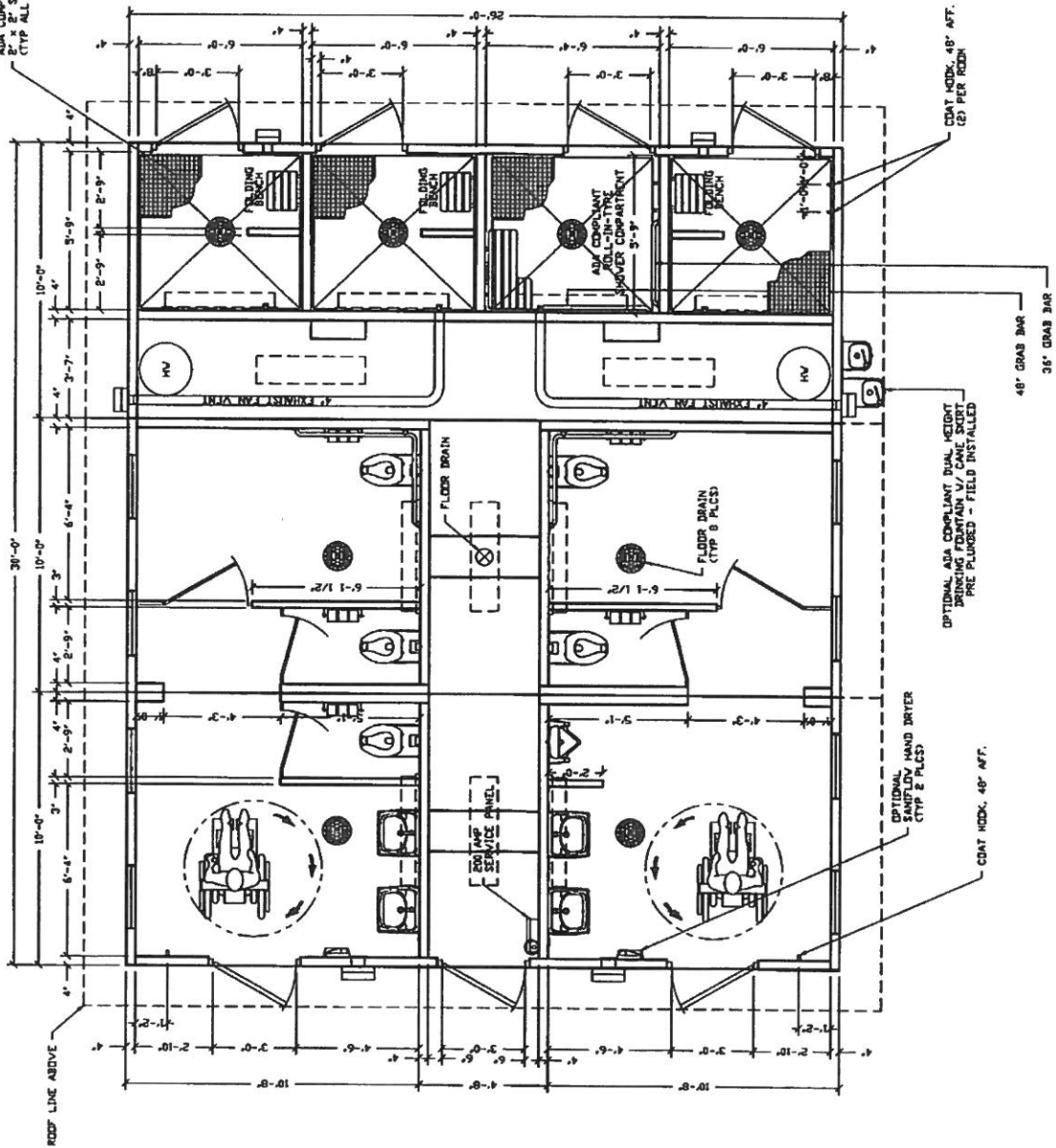
Notes:

Customer to supply Paper Holders



**FOR
REFERENCE
ONLY**

ADA COMPLIANT SLIP RESISTANT
2" x 2" SIMULATED TILE SURFACE
(TYP ALL SHOWER FLOORS)



CH-03

CH-03

CH-03

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CH-03



CITY COUNCIL MEMO

DATE: November 18, 2019

TO: Mayor and City Council

FROM: Garret Bonn, P.E., CFM, Assistant City Engineer

SUBJECT: Professional Services Contract - Additional Services – Biggs & Matthews Environmental

Summary:

This item is for consideration of an Additional Professional Services Proposal from Biggs and Matthews Environmental (BME) for required third party inspection and testing services during construction of the City of Fredericksburg Landfill Cell #8 project.

Recommendation:

City staff recommends approval of the additional services proposal from BME to perform professional services outlined in the "Scope of Services" section of the attached proposal for an estimated fee of \$114,000 which will be funded out of the Sanitation Dept. FY 2020 Capital Improvement Cell #8 Project budget of \$1,320,000.

Background / Analysis:

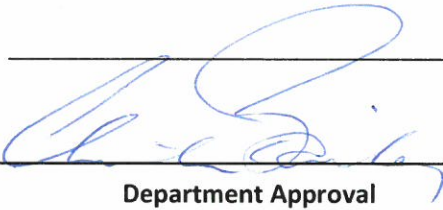
BME is currently contracted to complete professional design and construction documents for development of Cell #8 at the City of Fredericksburg Landfill. The Texas Commission on Environmental

Quality (TCEQ) requires third party inspection and testing services during all landfill construction projects. The attached proposal provides the services required by the Soil and Liner Quality Control Plan (SLQCP) and the TCEQ Municipal Solid Waste Regulations.

As part of the project, BME will provide construction management services and quality assurance services which include construction observation/monitoring, field testing, and submittal of required TCEQ forms/certifications. Upon completion of construction, BME will provide surveying services required to prepare record drawings and to certify that the liner and leachate collection systems were installed in accordance with the specifications and the SLQCP.

Attachments:

- Additional Services Proposal from Biggs and Matthews Environmental



Department Approval



City Manager Approval

ADDITIONAL SERVICES REQUEST FOR TASK ORDER NO.4

City of Fredericksburg Landfill

CELL 8 CONSTRUCTION PHASE SERVICES AND CONSTRUCTION
QUALITY ASSURANCE SERVICES

October 2019



BIGGS AND MATHEWS ENVIRONMENTAL

1700 Robert Road, Suite 100
Mansfield, Texas 76063
Phone: 817-563-1144
Fax: 817-563-1224

SCOPE OF ADDITIONAL SERVICES

Project Understanding

The Texas Commission on Environmental Quality (TCEQ) requires third party inspection and testing services during all liner construction projects. The following proposal provides the services required by the Soil and Liner Quality Control Plan (SLQCP) and the TCEQ Municipal Solid Waste Regulations.

Based on our understanding, the construction of Cell 8 will begin in late 2019 to provide ample constructed airspace.

The City will fund the construction phase services and construction quality assurance for Cell 8.

Cell 8 is an approximate 5.3-acre cell that will tie into Cell 7 on the south and will have a future tie-in on the north, with perimeter construction and anchor trench on the west and east end. The liner system consists of an underdrain system, geosynthetic clay liner (gcl), 60-mil HDPE geomembrane liner, drainage geocomposite leachate collection system, and 24-inches of protective cover.

The detailed Scope of Services follows:

Construction Phase Services

Task 1 Construction Management

Biggs and Mathews Environmental (BME) will provide construction management services throughout the duration of the project. Construction management services include providing a construction manager, construction phase engineering, construction management, and contract administration.

Randy Taylor, P.E., will serve as the construction manager and will act as the onsite representative for the City of Fredericksburg. The scope of services assumes that the construction manager will be onsite two days a week during liner and protective cover installation and for key events for the duration of the project.

Construction phase engineering services will include:

- Review and approve contractors' submittals.
- Respond to contractor's requests for information.
- Review of requests for modifications and providing recommendations to the City.
- Field observations to verify that the construction is in substantial accordance with the project plans and specifications.
- Revise construction drawings, if necessary.

Construction management services will include:

- Make site visits to observe construction activity and progress.

Agenda Packet Page 46

- Provide coordination with the City, landfill personnel, contractor, and surveyor.
- Review and approve contractor's schedule.
- Schedule CQA field work and field surveys.
- Conduct progress meetings and prepare and distribute meeting minutes.
- Take project photographs.
- Provide monthly progress reports to the City.
- Prepare record drawings.

Contract administration services will include:

- Review and verify contractor's monthly pay requests. Contractor will be required to submit backup justification of work completed for partial pay requests.
- Reconcile quantities for partial payment.
- Issue of change orders and field orders, as appropriate.
- Review and verify contractor's final pay request.
- Prepare punch list for work to be completed for substantial completion.
- Perform the final walk-through with the City to verify work has been completed.
- Review and verify contract closeout documentation, such as the consent of surety, and reduction in retainage.

Task 2 Construction Quality Assurance Services

Construction quality assurance (CQA) services will be provided for the construction of the subgrade liner and leachate collection systems. David Clark, P.E. and Randy Taylor, P.E., will serve as the Professional of Record (POR) for the construction quality assurance services. CQA services include construction observation and monitoring, field testing, laboratory testing, management of quality assurance activities, preparation of certification reports, and serving as the POR for certification reports.

Upon completion of the liner and leachate collection system construction, we will prepare a Geosynthetic Clay/Geomembrane Liner Evaluation Report (GC/GLER). The report will contain:

- Required TCEQ forms.
- Written narrative describing the project, tasks accomplished, and time frames.
- Results of tests performed during the CQA program, which will be provided by the third party testing firms.
- Appendices including daily inspection forms, material, testing and repair logs, and supporting test data.
- Field activity records and documentation including the plans showing the location of field tests.
- As-built drawings showing the subgrade elevations, geomembrane panel layout, destructive tests and repair locations, leachate collection system, protective cover thickness, and anchor trench locations.

The report will be prepared and submitted by a professional engineer, registered in the State of Texas. Five copies of the certification report will be submitted to the City. Three of the copies will be signed and submitted to the TCEQ.

The GC/GLER will be prepared during the construction phase of the project. This allows the reports to be submitted in an expeditious manner shortly after the completion of construction activities. The certification report will be submitted to the TCEQ within 30 days of the completion of the field and laboratory tests. BME will also coordinate with and respond to comments from the TCEQ regarding the certification report.

Task 3 Record Survey Services

We will provide the surveying services required to prepare record drawings, and to certify that the liner and leachate collection systems were installed in accordance with the specifications and the SLQCP. Surveying services are listed below.

- Establish horizontal and vertical control for the project.
- Survey the completed liner subgrade on a 50-foot by 50-foot grid to verify the subgrade elevations and to establish the bottom of clay liner elevations.
- Survey the completed protective cover on a 50-foot by 50-foot grid to verify the top of protective cover elevations, and determine the protective cover thickness.

PROJECT BUDGET

Table 1 provides the estimated costs for the described scope of services.

**Table 1
Estimated Costs**

PROJECT	Cost
Construction Phase Services	
Task 1 Construction Management	\$38,000
Task 2 Construction Quality Assurance	\$68,000
Task 3 Record Survey Services	\$8,000
Total Estimated Cost:	\$114,000

Project Schedule

A preliminary milestone schedule is below. A detailed schedule can be developed for the project kickoff meeting. This schedule assumes that construction of Cell 8 will take 60 days.

- | | |
|----------------------|------------|
| • Contract Award | 11/18/2019 |
| • Begin Construction | 12/09/2019 |
| • Cell 8 Complete | 03/09/2019 |
| • Cell 8 Approved | 03/30/2019 |

Additional Services

It is not anticipated that additional services will be required for this project. However, should conditions change that require additional services BME will inform the City of each specific requirement or additional service. BME will not exceed the project budget identified in this scope of services without specific written authorization from the City.

Authorization

This AGREEMENT is entered into on the date of execution by and between Biggs and Mathews Environmental, Inc., a Texas corporation, hereinafter referred to as CONSULTANT and the City of Fredericksburg, hereinafter referred to as OWNER. Services covered by this AGREEMENT will be performed in accordance with the MASTER AGREEMENT FOR PROFESSIONAL SERVICES dated December 16, 2014. This AGREEMENT may only be changed by written amendment executed by both parties.

City of Fredericksburg

By: _____

Title: _____

Date: _____

Biggs and Mathews Environmental, Inc.

By:  _____

Title: Principal

Date: 10-24-19

SCHEDULE OF CHARGES

2019

PERSONNEL CHARGES

Category	Billing Rate Range \$ Per Hour
Administrative/Project Assistant	50 – 80
Sr. Administrative/Project Assistant	65 – 100
Designer/Technician/Field Services Technician	60 – 100
Sr. Designer/Sr. Technician/ Sr. Field Services Technician	75 – 110
Engineer/Scientist	80 – 120
Project Engineer/Scientist	95 – 140
Senior Project Engineer/Scientist	120 – 170
Principal Engineer/Scientist	140 – 200

A multiplier of 1.15 will be applied to all direct expenses.

Depositions and expert witness testimony, including preparation time, will be billed at 1.5 times the above hourly rates.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished by Biggs and Mathews will be billed at cost plus 15%. Such charges may include, but shall not be limited to the following services:

Printing and photographic reproduction	Tolls
Rented vehicles	Rented equipment
Transportation on public carriers	Shipping charges
Subconsultants	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

COMMUNICATIONS

The cost of communications including telephone charges, e-mail, express mail, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

DIRECT CHARGES

Reproduction – black and white, per 8.5x11" sheet (non-routine)	\$ 0.10
Reproduction – color, per 8.5x11" sheet	\$ 1.00
Reproduction – per 22x34" sheet	\$ 3.00
Auto/Truck per mile	\$ 1.00
Storage of samples per month per container*	\$ 5.00
Disposal per container*	\$ 50.00

*A container is defined as a standard core box, a capped Shelby tube, or a sealed five-gallon bucket.

SUPPLEMENTAL SCHEDULES OF CHARGES (Schedules available upon request)

- Soils Laboratory
- Chemical Laboratory
- Chargeable Equipment Schedule
- Survey Equipment - \$250/day

Rate Changes

Schedule of Charges and Standard Equipment Rates are subject to change without notice.

Payment

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.



CITY COUNCIL MEMO

DATE: November 18, 2019

TO: Mayor and City Council

FROM: Garret Bonn, P.E., CFM - Assistant City Engineer

SUBJECT: City of Fredericksburg Landfill Cell #8 - Construction Contract Award

Summary:

Receive construction bids for the City of Fredericksburg Landfill Cell # 8 Construction Project.

Recommendation:

City staff recommends award of the construction contract in the total amount of \$399,990.50 to W.L. Contracting.

Background / Analysis:

The City of Fredericksburg Landfill Cell #8 Construction Project is a part of a Sanitation Dept. FY 2020 Capital Improvement Cell #8 Project with a total budget of \$1,320,000. Cell #8 is an approximate 5.27 acre cell that will tie in to the north end of Cell #7 and will have a future tie-in on the north, with perimeter construction and anchor trench on the west and east end (refer to attached site plan). For the Cell #8 project, two separate sets of construction documents were prepared. This construction contract includes general earthwork, grading, leachate collection system, piping installation, leachate sump and pump, and placement of protective cover. The liner system for the project will be installed under a separate construction contract and includes a geosynthetic clay liner, geomembrane liner, and leachate collection

system drainage geocomposite material. The separation of the two contracts is common in landfill construction and allows the City to avoid general contractor up-charges for geosynthetic subcontractors.

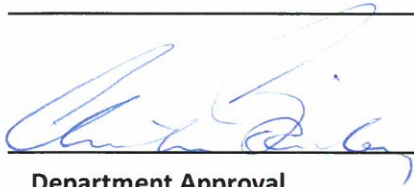
The contract documents include 45 working days for substantial completion of the project and 60 working days for final completion with liquidated damages set at \$500 per day. After public advertisement, fourteen (14) secure bids were received at the bid opening on October 30, 2019 with W.L. Contracting submitting the low bid.

The bids have been reviewed by the City's design consultant for the project, Biggs and Matthews Environmental, and City staff and have been found to be complete and competitive. A copy of the recommendation letter and bid summary from Biggs and Matthews Environmental is attached.

Attachments:

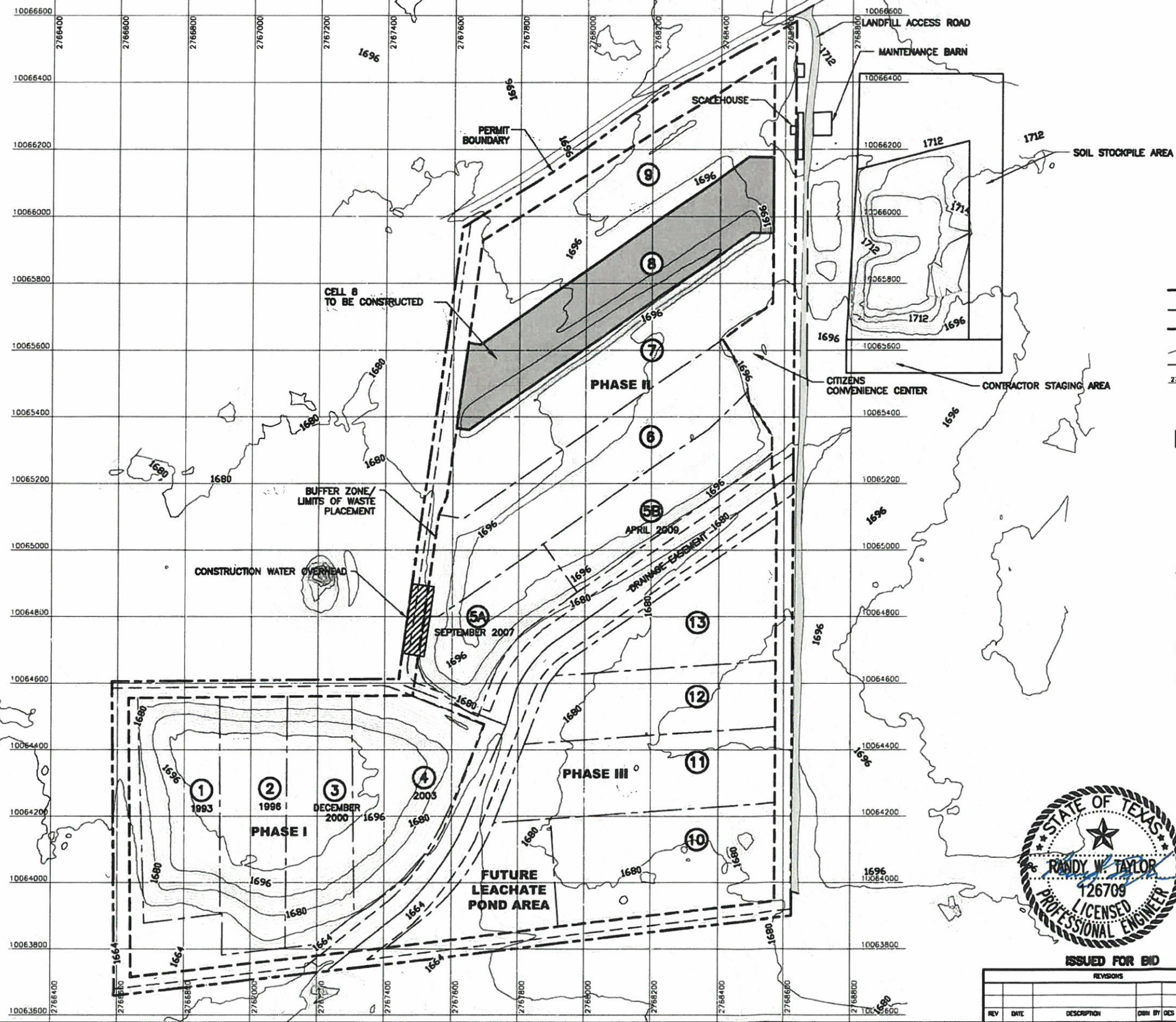
Site Plan

Design Consultant's Recommendation Letter and Bid Summary


Department Approval


City Manager Approval

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- LEGEND**
- PERMIT BOUNDARY
 - STOCKPILE PROPERTY BOUNDARY
 - BUFFER
 - EXISTING CONTOUR
 - CELL DIVIDE
 - STATE PLANE GRID
 - ③ CELL DESIGNATION
 - LIMITS OF CELL 8 CONSTRUCTION (LINER TO BE CONSTRUCTED)

- NOTES:**
1. BASE DRAWING IS DEVELOPED FROM APPROVED PERMIT DRAWINGS INCLUDED IN FREDERICKSBURG LANDFILL, MSW PERMIT NO. 1995, SUBTITLE D PERMIT MODIFICATION UPGRADE, JULY 1995.
 2. PHASE II, CELLS 5, 6, AND 7 ARE ACTIVE WASTE DISPOSAL AREA.
 3. EXISTING CONTOURS BASED ON DRONE SURVEY FLOWN OCT 11, 2018.



REVISIONS									
REV	DATE	DESCRIPTION	DWN BY	DES BY	CHK BY	APP BY	CHK.	DLC	DWG : C1-SitePlan - Cell 8.dwg

SITE PLAN

CITY OF FREDERICKSBURG
CITY OF FREDERICKSBURG LANDFILL
CELL 8

BIGGS & MATHEWS
ENVIRONMENTAL
CONSULTING ENGINEERS
MANSFIELD • WICHITA FALLS
817-563-1144

TBPE FIRM NO. F-256 TBPG FIRM NO. 50222

DSN. DLC DATE : 09/19 DRAWG
DWN. BBB SCALE : GRAPHIC **C1**
CHK. DLC DWG : C1-SitePlan - Cell 8.dwg



BIGGS & MATHEWS ENVIRONMENTAL

Consulting Engineers • Hydrogeologists

Mansfield • Wichita Falls

November 8, 2019

Mr. Clinton Bailey, P.E.
Director of Public Works & Utilities
City of Fredericksburg
126 West Main
Fredericksburg, TX 78624

Re: City of Fredericksburg Landfill
Cell 8 Construction and Cell 8 Geosynthetics
Recommendation of Award for General and Geosynthetics Contractors

Dear Mr. Bailey:

BME has recently completed the bid phase and evaluation of bids for the Cell 8 Construction (General Contractor) and Cell 8 Geosynthetics projects for the City of Fredericksburg Landfill. The following paragraphs provide the summary of bids and our recommendations for award of contract to bidders for each of the projects.

General Contract

A total of fourteen bids were received and publicly opened at the City of Fredericksburg City Hall conference room on October 30, 2019 for the Cell 8 Construction – General Contractor. A tabulation of bids is attached.

The apparent low bidder was WL Contracting, (WL) based out of Pleasanton, Texas, with a base bid total of \$399,990.50. The low bid has been evaluated to review line item and total bid prices and is correct. WL's base bid was \$105,869.50 lower than the next lowest bidder. Their bid is consistent with our experience for this type of construction and the contractor has successfully completed similar projects at multiple Texas sites in the recent past. BME recommends that the City of Fredericksburg award the general contract to WL Contracting.

Geosynthetics Contract

A total of seven bids were received and publicly opened at the City of Fredericksburg City Hall conference room on October 30, 2019 for the Cell 8 Geosynthetics project. A tabulation of bids is attached.

The apparent low bidder was Patriot Environmental, LLC (Patriot), based out of Meeker, OK, with a base bid total of \$333,207.82. The low bid has been evaluated to review line

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1700 Robert Road, Suite 100 • Mansfield, Texas 76063 • Phone: 817-563-1144 • Fax: 817-563-1224

Mr. Clinton Bailey, P.E.
November 8, 2019
Page 2

item and total bid prices and is correct. Patriot's base bid was \$11,947.54 lower than the next lowest bidder. Their bid is consistent with our experience for this type of construction and the contractor has successfully completed similar projects at multiple sites in the recent past. BME recommends that the City of Fredericksburg award the geosynthetics contract to Patriot Environmental, LLC.

It is our understanding that authorization for award of contracts will be made at the November 18, 2019 City Council Meeting. Upon authorization of award, BME will prepare a Notice of Award to be sent to each awarded contractor and we will finalize the Contract Documents to be executed. It is anticipated that the Cell 8 Construction and Cell 8 Geosynthetics contractors will be given notice to proceed after execution of the contracts and will begin to mobilize equipment to the site and/or order material for the project beginning in January 2019.

Biggs and Mathews Environmental appreciates the opportunity to provide professional services to the City of Fredericksburg for this project.

Sincerely,

BIGGS & MATHEWS ENVIRONMENTAL



Randy Taylor, P.E.
Project Engineer

Attachments: City of Fredericksburg Landfill – Cell 8 Construction and Cell 8
Geosynthetics Bid Tabulations

City of Fredericksburg
Cell 8 Construction
Bid Tabulation

Item	Description	Unit	Quantity	WL Contracting		FCS Construction		Hammett Excavation		AIC Construction	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1	Mobilization and Demobilization	LS	1	\$ 19,500.00	\$ 19,500.00	\$ 50,000.00	\$ 50,000.00	\$ 71,110.00	\$ 71,110.00	\$ 47,000.00	\$ 47,000.00
2	Temporary Controls	LS	1	\$ 34,650.00	\$ 34,650.00	\$ 30,000.00	\$ 30,000.00	\$ 15,652.96	\$ 15,652.96	\$ 15,000.00	\$ 15,000.00
3	Earthwork – General Excavation	CY	152,000	\$ 1.35	\$ 205,200.00	\$ 1.95	\$ 296,400.00	\$ 1.97	\$ 299,440.00	\$ 2.25	\$ 342,000.00
4	Earthwork – Protective Cover	CY	18,000	\$ 0.81	\$ 14,580.00	\$ 1.00	\$ 18,000.00	\$ 0.91	\$ 16,380.00	\$ 2.25	\$ 40,500.00
5	Underdrain Trench	LF	1,250	\$ 33.03	\$ 41,287.50	\$ 25.00	\$ 31,250.00	\$ 27.20	\$ 34,000.00	\$ 42.12	\$ 52,650.00
6	Existing Liner Tie-in	LF	1,150	\$ 5.93	\$ 6,819.50	\$ 5.00	\$ 5,750.00	\$ 6.50	\$ 7,475.00	\$ 1.30	\$ 1,495.00
7	Anchor Trench	LF	520	\$ 6.33	\$ 3,291.60	\$ 5.00	\$ 2,600.00	\$ 4.75	\$ 2,470.00	\$ 0.96	\$ 499.20
8	Plywood – Future Tie-in	LS	1	\$ 6,633.80	\$ 6,633.80	\$ 4,500.00	\$ 4,500.00	\$ 4,260.00	\$ 4,260.00	\$ 5,000.00	\$ 5,000.00
9	Leachate Collection Trench	LF	1,120	\$ 40.63	\$ 45,505.60	\$ 46.00	\$ 51,520.00	\$ 45.16	\$ 50,579.20	\$ 53.58	\$ 60,009.60
10	Leachate Collection Header Trench	LF	330	\$ 68.25	\$ 22,522.50	\$ 48.00	\$ 15,840.00	\$ 33.02	\$ 10,896.60	\$ 73.72	\$ 24,327.60
Bid Total					\$ 399,990.50		\$ 505,860.00		\$ 512,263.76		\$ 588,481.40

Item	Description	Unit	Quantity	Ranger Excavating		L D Kemp Excavating		4X Construction		Reiben Contracting	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1	Mobilization and Demobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 62,320.00	\$ 62,320.00	\$ 32,500.00	\$ 32,500.00	\$ 30,000.00	\$ 30,000.00
2	Temporary Controls	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 33,075.00	\$ 33,075.00	\$ 59,000.00	\$ 59,000.00	\$ 3,000.00	\$ 3,000.00
3	Earthwork – General Excavation	CY	152,000	\$ 2.25	\$ 342,000.00	\$ 2.38	\$ 361,760.00	\$ 2.15	\$ 326,800.00	\$ 3.65	\$ 554,800.00
4	Earthwork – Protective Cover	CY	18,000	\$ 5.00	\$ 90,000.00	\$ 3.00	\$ 54,000.00	\$ 6.00	\$ 108,000.00	\$ 3.71	\$ 66,780.00
5	Underdrain Trench	LF	1,250	\$ 30.00	\$ 37,500.00	\$ 31.32	\$ 39,150.00	\$ 35.00	\$ 43,750.00	\$ 5.00	\$ 6,250.00
6	Existing Liner Tie-in	LF	1,150	\$ 8.00	\$ 9,200.00	\$ 4.00	\$ 4,600.00	\$ 15.00	\$ 17,250.00	\$ 5.93	\$ 6,819.50
7	Anchor Trench	LF	520	\$ 10.00	\$ 5,200.00	\$ 4.00	\$ 2,080.00	\$ 10.00	\$ 5,200.00	\$ 2.98	\$ 1,549.60
8	Plywood – Future Tie-in	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,600.00	\$ 3,600.00	\$ 8,500.00	\$ 8,500.00	\$ 3,500.00	\$ 3,500.00
9	Leachate Collection Trench	LF	1,120	\$ 40.00	\$ 44,800.00	\$ 32.00	\$ 35,840.00	\$ 45.00	\$ 50,400.00	\$ 5.93	\$ 6,641.60
10	Leachate Collection Header Trench	LF	330	\$ 60.00	\$ 19,800.00	\$ 57.80	\$ 19,074.00	\$ 55.00	\$ 18,150.00	\$ 5.93	\$ 1,956.90
Bid Total					\$ 614,500.00		\$ 615,499.00		\$ 669,550.00		\$ 681,297.60

City of Fredericksburg
Cell 8 Construction
Bid Tabulation

Item	Description	Unit	Quantity	Cedar Ridge GC		Austin Engineering Co.		Longhorn Excavators		Mario Sinicola & Sons	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1	Mobilization and Demobilization	LS	1	\$ 35,700.14	\$ 35,700.14	\$ 80,000.00	\$ 80,000.00	\$ 49,800.00	\$ 49,800.00	\$ 45,000.00	\$ 45,000.00
2	Temporary Controls	LS	1	\$ 39,558.62	\$ 39,558.62	\$ 66,400.00	\$ 66,400.00	\$ 27,690.00	\$ 27,690.00	\$ 150,000.00	\$ 150,000.00
3	Earthwork – General Excavation	CY	152,000	\$ 2.38	\$ 361,760.00	\$ 2.00	\$ 304,000.00	\$ 2.79	\$ 424,080.00	\$ 2.75	\$ 418,000.00
4	Earthwork – Protective Cover	CY	18,000	\$ 7.21	\$ 129,780.00	\$ 8.90	\$ 160,200.00	\$ 3.30	\$ 59,400.00	\$ 6.00	\$ 108,000.00
5	Underdrain Trench	LF	1,250	\$ 31.27	\$ 39,087.50	\$ 30.00	\$ 37,500.00	\$ 51.00	\$ 63,750.00	\$ 30.00	\$ 37,500.00
6	Existing Liner Tie-in	LF	1,150	\$ 10.65	\$ 12,247.50	\$ 20.00	\$ 23,000.00	\$ 12.00	\$ 13,800.00	\$ 10.00	\$ 11,500.00
7	Anchor Trench	LF	520	\$ 15.06	\$ 7,831.20	\$ 9.00	\$ 4,680.00	\$ 12.00	\$ 6,240.00	\$ 80.00	\$ 41,600.00
8	Plywood – Future Tie-in	LS	1	\$ 17,721.64	\$ 17,721.64	\$ 7,665.00	\$ 7,665.00	\$ 20,700.00	\$ 20,700.00	\$ 3,000.00	\$ 3,000.00
9	Leachate Collection Trench	LF	1,120	\$ 42.99	\$ 48,148.80	\$ 30.00	\$ 33,600.00	\$ 54.90	\$ 61,488.00	\$ 65.00	\$ 72,800.00
10	Leachate Collection Header Trench	LF	330	\$ 72.87	\$ 24,047.10	\$ 30.00	\$ 9,900.00	\$ 57.00	\$ 18,810.00	\$ 65.00	\$ 21,450.00
Bid Total					\$ 715,882.50		\$ 726,945.00		\$ 745,758.00		\$ 908,850.00

Item	Description	Unit	Quantity	Mine Service Inc.		Allen Keller Co.		Engineer's Estimate	
				Unit Price	Price	Unit Price	Price	Unit Price	Price
1	Mobilization and Demobilization	LS	1	\$ 46,000.00	\$ 46,000.00	\$ 62,000.00	\$ 62,000.00		\$ 40,000.00
2	Temporary Controls	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 5,500.00	\$ 5,500.00		\$ 50,000.00
3	Earthwork – General Excavation	CY	152,000	\$ 3.60	\$ 547,200.00	\$ 3.70	\$ 562,400.00	\$ 3.00	\$ 456,000.00
4	Earthwork – Protective Cover	CY	18,000	\$ 5.00	\$ 90,000.00	\$ 4.70	\$ 84,600.00	\$ 3.50	\$ 63,000.00
5	Underdrain Trench	LF	1,250	\$ 55.00	\$ 68,750.00	\$ 72.00	\$ 90,000.00	\$ 50.00	\$ 62,500.00
6	Existing Liner Tie-in	LF	1,150	\$ 35.00	\$ 40,250.00	\$ 13.25	\$ 15,237.50	\$ 10.00	\$ 11,500.00
7	Anchor Trench	LF	520	\$ 10.00	\$ 5,200.00	\$ 17.00	\$ 8,840.00	\$ 10.00	\$ 5,200.00
8	Plywood – Future Tie-in	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 6,600.00	\$ 6,600.00	\$ 10,000.00	\$ 10,000.00
9	Leachate Collection Trench	LF	1,120	\$ 70.00	\$ 78,400.00	\$ 127.00	\$ 142,240.00	\$ 60.00	\$ 67,200.00
10	Leachate Collection Header Trench	LF	330	\$ 85.00	\$ 28,050.00	\$ 137.00	\$ 45,210.00	\$ 80.00	\$ 26,400.00
Bid Total					\$ 935,850.00		\$ 1,022,627.50		\$ 791,800.00

City of Fredericksburg
Call 8 Geosynthetics
Bid Tabulation

Item	Description	Unit	Patriot Environmental			Clean Air And Water			Falcon Environmental			Global Containment Solutions			Lone Star Lining		
			Quantity	Unit Price	Price	Quantity	Unit Price	Price	Quantity	Unit Price	Price	Quantity	Unit Price	Price	Quantity	Unit Price	Price
1	Mobilization and Demobilization	LS	1	\$ 5,500.00	\$ 5,500.00	1	\$ 14,100.00	\$ 14,100.00	1	\$ 8,500.00	\$ 8,500.00	1	\$ 5,500.00	\$ 5,500.00	1	\$ 5,000.00	\$ 5,000.00
2	Supply Geotextile	SF	30,000	\$ 0.11	\$ 3,465.00	30,000	\$ 0.09	\$ 2,700.00	30,000	\$ 0.21	\$ 6,300.00	30,000	\$ 0.196	\$ 5,880.00	30,000	\$ 0.20	\$ 6,000.00
3	Supply Geosynthetic Clay Liner - Unreinforced	SF	230,175	\$ 0.29	\$ 66,750.75	216,225	\$ 0.285	\$ 61,624.13	206,925	\$ 0.285	\$ 58,973.63	225,525	\$ 0.324	\$ 73,070.10	225,525	\$ 0.305	\$ 68,785.13
4	Supply Geosynthetic Clay Liner - Reinforced	SF	48,825	\$ 0.34	\$ 16,600.50	48,025	\$ 0.345	\$ 16,568.63	65,100	\$ 0.36	\$ 23,436.00	48,825	\$ 0.42	\$ 20,506.50	46,500	\$ 0.45	\$ 20,925.00
5	Supply HPDE Geomembrane - Smooth	SF	239,400	\$ 0.28	\$ 63,321.75	214,200	\$ 0.285	\$ 61,047.00	214,200	\$ 0.29	\$ 62,118.00	226,800	\$ 0.31	\$ 70,308.00	226,800	\$ 0.315	\$ 71,442.00
6	Supply HPDE Geomembrane - Textured	SF	58,500	\$ 0.32	\$ 18,720.00	46,800	\$ 0.32	\$ 14,976.00	58,500	\$ 0.33	\$ 19,305.00	46,800	\$ 0.355	\$ 16,614.00	58,500	\$ 0.39	\$ 22,815.00
7	Supply Drainage Geocomposite - Single-sided	SF	234,525	\$ 0.27	\$ 63,321.75	217,500	\$ 0.26	\$ 56,550.00	221,250	\$ 0.265	\$ 58,631.25	221,250	\$ 0.299	\$ 66,153.75	225,675	\$ 0.295	\$ 66,574.13
8	Supply Drainage Geocomposite - Double-sided	SF	43,483	\$ 0.34	\$ 14,784.22	47,125	\$ 0.32	\$ 15,080.00	51,389	\$ 0.37	\$ 19,013.93	47,436	\$ 0.398	\$ 18,879.53	47,436	\$ 0.42	\$ 19,923.12
9	Install Geosynthetic Clay Liner - Unreinforced	SF	201,300	\$ 0.09	\$ 18,117.00	201,300	\$ 0.115	\$ 23,149.50	201,300	\$ 0.09	\$ 18,117.00	201,300	\$ 0.133	\$ 26,772.90	201,300	\$ 0.115	\$ 23,149.50
10	Install Geosynthetic Clay Liner - Reinforced	SF	40,540	\$ 0.09	\$ 3,648.00	40,540	\$ 0.14	\$ 5,675.60	40,540	\$ 0.178	\$ 7,216.12	40,540	\$ 0.142	\$ 5,756.68	40,540	\$ 0.115	\$ 4,662.10
11	Install HPDE Geomembrane - Smooth	SF	201,300	\$ 0.11	\$ 22,143.00	201,300	\$ 0.135	\$ 27,175.50	201,300	\$ 0.195	\$ 39,253.50	201,300	\$ 0.142	\$ 28,584.60	201,300	\$ 0.195	\$ 39,253.50
12	Install HPDE Geomembrane - Textured	SF	40,540	\$ 0.11	\$ 4,459.40	40,540	\$ 0.17	\$ 6,891.80	40,540	\$ 0.265	\$ 10,743.10	40,540	\$ 0.143	\$ 5,797.22	40,540	\$ 0.195	\$ 7,905.30
13	Install Drainage Geocomposite - Single-sided	SF	201,300	\$ 0.09	\$ 18,117.00	201,300	\$ 0.13	\$ 26,169.00	201,300	\$ 0.11	\$ 22,143.00	201,300	\$ 0.135	\$ 27,175.50	201,300	\$ 0.10	\$ 20,130.00
14	Install Drainage Geocomposite - Double-sided	SF	40,540	\$ 0.09	\$ 3,648.00	40,540	\$ 0.155	\$ 6,283.70	40,540	\$ 0.151	\$ 6,121.54	40,540	\$ 0.143	\$ 5,797.22	40,540	\$ 0.10	\$ 4,054.00
15	Existing Tie-in Preparation and Welding	LF	1,150	\$ 6.00	\$ 6,900.00	1,150	\$ 6.23	\$ 7,164.50	1,150	\$ 2.50	\$ 2,875.00	1,150	\$ 6.65	\$ 7,647.50	1,150	\$ 3.50	\$ 4,025.00
Bid Total					\$ 333,207.82			\$ 345,155.35			\$ 362,747.07			\$ 384,443.50			\$ 384,643.77

Item	Description	Unit	Texas Environmental Plastics			Commanco			Engineer's Estimate		
			Quantity	Unit Price	Price	Quantity	Unit Price	Price	Quantity	Unit Price	Price
1	Mobilization and Demobilization	LS	1	\$ 4,500.00	\$ 15,968.00	1	\$ 10,000.00	\$ 10,000.00	1		\$ 10,000.00
2	Supply Geotextile	SF	30,000	\$ 0.0790	\$ 2,370.00	30,000	\$ 0.20	\$ 6,000.00	30,000	\$ 0.10	\$ 3,000.00
3	Supply Geosynthetic Clay Liner - Unreinforced	SF	225,525	\$ 0.3150	\$ 71,040.38	220,500	\$ 0.37	\$ 81,585.00	211,500	\$ 0.40	\$ 84,600.00
4	Supply Geosynthetic Clay Liner - Reinforced	SF	44,175	\$ 0.4250	\$ 18,774.38	45,000	\$ 0.41	\$ 18,450.00	42,750	\$ 0.45	\$ 19,237.50
5	Supply HPDE Geomembrane - Smooth	SF	226,800	\$ 0.2780	\$ 63,050.40	226,800	\$ 0.30	\$ 68,040.00	212,160	\$ 0.35	\$ 74,256.00
6	Supply HPDE Geomembrane - Textured	SF	46,800	\$ 0.3260	\$ 15,256.80	46,800	\$ 0.33	\$ 15,444.00	49,920	\$ 0.40	\$ 19,968.00
7	Supply Drainage Geocomposite - Single-sided	SF	221,850	\$ 0.2560	\$ 56,793.60	225,675	\$ 0.28	\$ 63,189.00	212,160	\$ 0.40	\$ 84,864.00
8	Supply Drainage Geocomposite - Double-sided	SF	43,500	\$ 0.3710	\$ 16,138.50	43,483	\$ 0.34	\$ 14,784.22	49,920	\$ 0.45	\$ 22,464.00
9	Install Geosynthetic Clay Liner - Unreinforced	SF	201,300	\$ 0.1650	\$ 33,214.50	201,300	\$ 0.10	\$ 20,130.00	201,300	\$ 0.10	\$ 20,130.00
10	Install Geosynthetic Clay Liner - Reinforced	SF	40,540	\$ 0.1650	\$ 6,689.10	40,540	\$ 0.28	\$ 11,351.20	40,540	\$ 0.15	\$ 6,081.00
11	Install HPDE Geomembrane - Smooth	SF	201,300	\$ 0.1850	\$ 37,240.50	201,300	\$ 0.14	\$ 28,182.00	201,300	\$ 0.15	\$ 30,195.00
12	Install HPDE Geomembrane - Textured	SF	40,540	\$ 0.1850	\$ 7,499.90	40,540	\$ 0.30	\$ 12,162.00	40,540	\$ 0.15	\$ 6,081.00
13	Install Drainage Geocomposite - Single-sided	SF	201,300	\$ 0.1650	\$ 33,214.50	201,300	\$ 0.19	\$ 38,247.00	201,300	\$ 0.12	\$ 24,156.00
14	Install Drainage Geocomposite - Double-sided	SF	40,540	\$ 0.1650	\$ 6,689.10	40,540	\$ 0.50	\$ 20,270.00	40,540	\$ 0.12	\$ 4,864.80
15	Existing Tie-in Preparation and Welding	LF	1,150	\$ 8.50	\$ 9,775.00	1,150	\$ 10.00	\$ 11,500.00	1,150	\$ 5.00	\$ 5,750.00
Bid Total					\$ 393,714.65			\$ 419,334.42			\$ 415,647.30



CITY COUNCIL MEMO

DATE: November 18, 2019

TO: Mayor and City Council

FROM: Garret Bonn, P.E., CFM - Assistant City Engineer

SUBJECT: City of Fredericksburg Landfill Cell #8 - Geosynthetics Contract Award

Summary:

Receive construction bids for the City of Fredericksburg Landfill Cell # 8 Geosynthetics Project.

Recommendation:

City staff recommends award of the geosynthetics contract in the total amount of \$333,207.82 to Patriot Environmental.

Background / Analysis:

The City of Fredericksburg Landfill Cell #8 Geosynthetics Project is a part of a Sanitation Dept. FY 2020 Capital Improvement Cell #8 Project with a total budget of \$1,320,000. As discussed in the previous agenda item, the Cell #8 project was broken into two separate sets of construction documents. This geosynthetics contract includes installation of a geosynthetic clay liner, geomembrane liner, and leachate collection system drainage geocomposite material.

The contract documents include 15 working days for substantial completion of the project and 20 working days for final completion with liquidated damages set at \$500 per day. After public advertisement, seven

The City of Fredericksburg

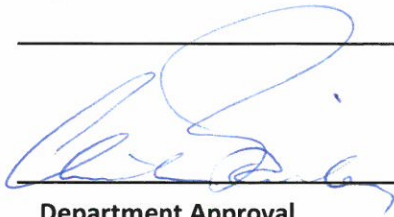
126 W. Main St. • Fredericksburg, Texas 78624-3708 • (830) 997-7521 • Fax (830) 997-1861

(7) secure bids were received at the bid opening on October 30, 2019 with Patriot Environmental submitting the low bid.

The bids have been reviewed by the City's design consultant for the project, Biggs and Matthews Environmental, and City staff and have been found to be complete and competitive. A copy of the recommendation letter and bid summary for the geosynthetics project are included in the general construction contract award memo.

Attachments:

N/A



Department Approval



City Manager Approval

The City of Fredericksburg

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CITY COUNCIL MEMO

DATE: November 18, 2019

TO: Mayor and City Council

FROM: David Millegan, Building Official

SUBJECT: : GRANT AUTHORITY TO CITY MANAGER TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION AND JURISDICTION GOVERNMENT, A POLITICAL SUBDIVISION OF THE STATE OF LOUISIANA, RELATING TO BUILDING, CONSTRUCTION, AND TRADE PERMIT ISSUANCE SYSTEM MY PERMIT NOW, TO BE APPLICABLE WITHIN THE CITY LIMITS OF THE CITY OF FREDERICKSBURG.

Summary:

The Development Services Department has determined a need to update the current permit issuing system. On January 1, 2019, Development Services adjusted the paper type applications to a fillable form style permit available online at the City's website. While this has provided much better customer service, and allowed for quicker processing of all permits, there is still a disconnect with regard to inter-departmental review time and comment issuance. Manual submittal to each department is still required for full permit review. My Permit Now allows for all parties to a permit submittal and review process, to log onto the My Permit Now system and to complete the required review of all construction/permit documents. Comments and call outs are also uploaded in the same fashion. This cloud based system also serves as an adequate document retention system allowing for electronic submittal and storage of permit related documents. Furthermore, the system places all City departments and the permit requester on the same system. The system also notifies all parties automatically when any activity has been generated on behalf of their permit. This system, once implemented will save time and consolidate all departments involved in permit review.

Authority by City Council for City Manager to enter into this Inter-local agreement is required by State Statutes.

Recommendation:

The Development Services Department recommends granting authority for City Manager Kent Myers to sign the Inter-local agreement with South Central Planning and Development Commission and Jurisdiction Government, A Political Subdivision of the State of Louisiana.

Background / Analysis:

The implementation date of the My Permit Now System will be tiered to allow for a steady but controlled migration from our old system to the new. Contractors, if they choose to, will be able to use a phone app to access their permits for any City using the My Permit Now system.

Attachments:

Copy of Agreement


Department Approval


City Manager Approval


City Attorney Approval

INTERLOCAL CONTRACT FOR LICENSING SCPDC SOFTWARE

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, Chapter 391 of the Local Government Code, as amended, and is a signatory Agent for Licensor.

1.2. The City of Fredericksburg, Texas ("Licensee") is a Texas home-rule city.

1.3. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.4. SCPDC has created MyPermitNow, MyProjectNow, MyAddressNow, Inspection Anywhere and MyGovernmentOnline software (the "SCPDC Software") and this contract is entered into among Licensee, and SCPDC under chapter 791 of the Government Code to license Contractor to use the SCPDC Software under certain terms and conditions. CAPCOG has been granted a limited power of attorney by SCPDC to execute this contract on SCPDC's behalf.

This INTERLOCAL CONTRACT USE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

2.10 "License Fee(s)" shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the

Licensors' Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licensors' products known as My Permit Now, MyProjectNow, MyAddressNow, MyGovernmentOnline, Inspection Anywhere. The scope of the foregoing license encompasses Licensee's internal use of Licensors' Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licensors' Software, uploading or otherwise transferring, or providing direct access to, the Licensors' Software to any third party without Licensors' prior written consent, including access by any third party to the Licensors' Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) **OWNERSHIP.** SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to the entity named above. To the extent allowed by law, Licensee hereby shall indemnify and hold harmless SCPDC from and against all losses, costs, liabilities and expenses arising out of or relating to any breach by Licensee of this agreement, use of the software, or as a result of the negligence or improper conduct of Licensee, its agents, employees or representatives.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance john DOE@scpd.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. **LICENSE RESTRICTIONS.** Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. **LICENSE FEE**

5.1 **LICENSE FEE.** In consideration of the license granted pursuant to Section 3.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 **TAXES.** Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property, payroll, excise or other taxes, fees, or duties lawfully assessed against Licensee arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of SCPDC).

5.3 **NO OFFSET.** Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

6. **MAINTENANCE AND SUPPORT.** Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

7. **LIMITED WARRANTY AND LIMITATION OF LIABILITY**

7.1 **LIMITED WARRANTY.** SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. **THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.** The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation.

SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this Agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 CLAIMS. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

7.8 To the extent allowed by law, Licensee shall indemnify and hold SCPDC harmless from and against any costs, losses, liabilities and expenses arising out of third party claims related to any breach by Licensee of this Agreement, use of the software, or as a result of the negligence or improper conduct of Licensee, its agents, employees or representatives.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to revised Statute 44:1 et seq., (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 8.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

9. TERM AND TERMINATION

9.1 TERM. This Agreement shall be valid for an initial term of two (2) years from the date of execution by both parties. This Agreement shall automatically renew annually thereafter for one (1) year renewal terms, subject to the availability and appropriation of budgeted funds, unless terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement may be terminated as follows:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

(c) By either party. Either party may terminate this Agreement at the end of the initial term, or at the end of any renewal term, upon ninety (90) days written notice to the other party prior to end of the term. This Agreement is subject to the availability and appropriation of budgeted funds by the parties, and upon an occurrence of non-appropriation by either party, this Agreement shall terminate immediately.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the data information stored by SPCDC as a result of Licensee's use of the MyPermitNow is the property of Licensee and shall be available to Licensee.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior

written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. **NOTICES.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and
District Commission

To: City of Fredericksburg, Texas
Building Official

Address: 5058 West Main St.
Houma, LA 70360

Address: 126 W Main Street
Fredericksburg, TX 78624-3708

12. MISCELLANEOUS

12.1 **VIRUSES AND DISABLING DEVICES.** Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 **FORCE MAJEURE.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 **WAIVER.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 **SEVERABILITY.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this

Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use Licensee's name in press releases, product brochures and financial reports indicating that Licensee is a licensee of SCPDC, and Licensee agrees that SCPDC may use Licensee's name in such a manner. Licensee reserves the right to review any use of Licensee's name and to withhold permission, which permission will not reasonably be withheld.

12.10 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a mediator selected from the Panel Members of LAMA.

12.11 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF FREDERICKSBURG TEXAS SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION THROUGH ITS
AGENT, CAPCOG

By:

By:

Kent Myers, City Manager

Betty Voights, Executive Director

Date

Date

Witness

Date: _____

SCHEDULE A

INTERLOCAL CONTRACT

South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's My Permit Now System, Standard configuration, including the following modules: Permit Management, Plan Review, Inspections, Alerts and functionality that is incorporated into My Permit Now System and not identified as a separate chargeable option. Inspection Anywhere System, Standard Configuration.

B. LICENSE FEE

1. MyPermitNow and Inspection Anywhere:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

Permit Volume	Overage Rate	Permits	MONTHLY RATE		
			Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 100	\$10.00	\$99.00	\$99.00	\$99.00	\$230.00
101 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 2001-4000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$1,833.33 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Planning & Zoning, Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit

package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

Other Fees:

On-Site Vists: Reimbursement of lodging, transportation and meals.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

Additional Modules:

Reoccurring Septic Permits, Fire Marshal, and Public Works Modules available by custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B

**COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction**

**EQUIPMENT SITE, USER NAME, AND
PERSONAL ACCESS PASSWORD**

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC, with the user creation form providing the user name and confirmation that the user is an employee of Licensee, which will become an addendum to this Schedule, provided that such request will not be unreasonably withheld.

SCHEDULE C
COOPERATIVE ENDEAVOR USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street	8:00 a.m. to 4:30 p.m.
Houma, LA 70360	

Contact Information

Tel: 1 866 957 3764

E-mail: support@mygovernmentonline.org

Ryan Hutchinson,

Information Technology Administrator

2. **TERM AND TERMINATION.** SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3. **MAINTENANCE AND SUPPORT SERVICES.** Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyPermitNow system. SCPDC will provide 24-hour emergency service support, after hours

cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyPermitNow Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event, Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging, provided that Licensee consents to expenses and costs prior to being incurred.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

3.4.4 Software programs made by Licensee or other parties.

4. **RESPONSIBILITIES OF LICENSEE.** SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

5. **MAINTENANCE FEE.** For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

6. **ASSIGNMENT OF DUTIES.** SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. **Project Abandonment** – Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of My Permit Now Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. **Licensee data** - Upon the client's written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular

schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

9. Role of Agent – The Agent has no obligations or liabilities to the Licensee implied or written in the interlocal contract. The agent's responsibilities and obligations are to SCPDC only and defined specifically in a separate agreement between SCPDC and the AGENT, hereinafter referred to as "CAPCOG". The SCPDC and CAPCOG agreement may provide additional services to the licensee which could include but not limited to onsite representation, support issue mediation and marketing material distribution.

Accepted:

CITY OF FREDERICKSBURG, TEXAS

By: Kent Myers, City Manager

Date: _____

Witness

Date: _____

South Central Planning and Development Commission,
Through its agent, CAPCOG

By: Betty Voights, Executive Director

Date: _____



CITY COUNCIL MEMO

DATE: November 13, 2019

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Seven Hills Hotel and Conference Center

Summary:

Several members of the ownership team that is planning on developing the Seven Hills Hotel and Conference Center will be present at Monday's Council meeting to provide an update on the financing for their project

Recommendation:

This is a presentation only and no action is scheduled on this item at this Council meeting.

Background / Analysis:

Over the past several years, the City and CVB have been working closely with the owners of the proposed Seven Hills Hotel and Conference Center. This project is planned at the intersection of Highways 87N and 290W. On February 19, 2018, the City approved an economic development agreement that provides support for the project in terms of rebate of the 7% City HOT taxes over a 20-year period. Earlier this year, the State Legislature passed a bill allowing for repayment to the City for 6% State HOT taxes for a 10-year period.

Over the past 18 months, the owners of this project have continued work on this project with the primary focus being the securing of permanent financing. At Monday's meeting they are scheduled to provide the Council with a status report on their financing and when they hope to start construction.

Attachments:



Department Approval



City Manager Approval



City Attorney Approval



CITY COUNCIL MEMO

DATE: November 18, 2019

TO: Mayor and City Council

FROM: Kris Kneese, P.E. – Assistant Director of Public Works and Utilities

SUBJECT: Presentation from Boot Ranch –Water Conservation Plans

Summary:

Receive presentation from Boot Ranch on their water conservation plans.

Recommendation:

Background / Analysis:

Boot Ranch has been working on a water conservation plan for Boot Ranch residents. Boot Ranch will present the Property Owner Association's plans to work with the City on improving compliance with the watering restriction by the Boot Ranch residences.

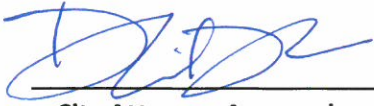
Attachments:



Department Approval



City Manager Approval



City Attorney Approval

Future Agenda Items

City Council

December 2, 2019 Regular Meeting

City Council = Red

2nd and 16th Regular Meetings @ 6p.m.

Planning & Zoning = Green

Historic Review Board = Purple

Board of Adjustment = Blue

City Events = Yellow

24th and 25th Christmas Holidays

31st New Year's Eve Holiday

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				30

Recognitions:

Consent

1. 11-12-19 City Council Special Meeting Minutes
2. 11-18-19 City Council Regular Meeting Minutes

Ordinances

1. Approve Ordinance for the Live Oak annexation(1st reading), Land Use Plan, and zoning

Resolutions:

1. AACOG-Texas PACE Program

Public Hearing

Approvals-Misc.

1. Approve the 2020 City Holiday schedule
2. Approve 2nd Amendment to the Agreement with Boot Ranch
3. Approve the Lift Station Easement from Boot Ranch to the City
4. Approve 2nd Amendments to the Reclaim Water Agreement with Boot Ranch
5. Award bid for Consultant Services, HOT collections, STR permitting, & Sales Tax Discovery and Recovery Services
6. Consider Old Fair Park basketball pavilion fees.

Presentations, Discussions and Updates:

1. Discussion on Code Enforcement (Criminal to Civil)

Executive Session

1. Executive Session 7 Hills ED Agreement

December 16, 2019 Regular Meeting

Recognitions:

1. Proclamation for Nimitz

Consent

1. 11-12-19 City Council Special Meeting Minutes
2. 11-18-19 City Council Regular Meeting Minutes
3. Health Board Appointment

Ordinances

1. Approve Ordinance for the Live Oak annexation(final reading)

Resolutions:

Public Hearing

Approvals-Misc.

1. Landmark Designation – 616 E. Main Street

Presentations, Discussions and Updates:

1. Discussion on Utility System Revenue Refunding Bonds and Electric System Revenue Bonds/Notes issuance timeline.

Executive Session