

REGULAR CITY COUNCIL MEETING AGENDA
MONDAY, DECEMBER 6, 2021 ~ 6 P.M.
LAW ENFORCEMENT CENTER
1601 EAST MAIN STREET
FREDERICKSBURG, TEXAS 78624

Charlie Kiehne, Mayor
Tom Musselman, Councilmember
Bobby Watson, Councilmember

Jerry M. Luckenbach, Councilmember
Kathy O'Neill, Councilmember
Kent Myers, City Manager

The City of Fredericksburg City Council will meet in a regular session on Monday, December 6, 2021 at 6 p.m. This meeting will be held in person and live stream on our YouTube Channel.

Link to City of Fredericksburg YouTube Channel [Fredericksburg, Texas USA - YouTube](https://www.youtube.com/c/FredericksburgTexasUSA) (<https://www.youtube.com/c/FredericksburgTexasUSA>)

1. CALL TO ORDER

2. INVOCATION

(Pastor Colby Friday, Willow City Church)

3. PLEDGE OF ALLEGIANCE

4. EMPLOYEE RECOGNITIONS

5. PUBLIC COMMENTS

The City Council welcomes citizen participation and allows public comments to address the City Council.

Written Comments to be submitted remotely:

- 1) Must be received by 3 p.m. on December 6, 2021.
- 2) Complete the Citizen Comment Form online at [Fredericksburg, TX - Official Website \(fbgtx.org\)](https://www.fbgtx.org); or
- 3) Email your comments to CitizenComments@fbgtx.org or
- 4) Complete a Citizen Comment Form located inside the Public Access entrance at 126 W. Main Street, Fredericksburg, Texas, and place in the box marked Citizen Comment Form.

Copies of the submitted comments will be provided to the City Council and made public on the City website under the "**December 6, 2021**, City Council Regular Meeting" tab.

Verbal Comments:

- 1) Sign up in-person on day of meeting, between 5:30 p.m. and 6 p.m. at the Law Enforcement Center, in order to comment.
- 2) You will be limited to 3 minutes to speak.
- 3) If any citizen has handouts, these should be provided to the City Secretary prior to speaking.

6. 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 City Council November 15, 2021, Regular Meeting Minutes (Shelley Goodwin, City Secretary):
(Agenda Packet Pages 5-14)
- B. Consider the approval of Resolution 2021-19R appointing two (2) City representatives to the Gillespie County Economic Development Commission Board (EDC) for a two (2) year term (reappointing Brad Hardin and Jim Jarreau) (Kent Myers, City Manager)
(Agenda Packet Pages 15-20)

7. ORDINANCES AND RESOLUTIONS

- A. Consider the approval of Ordinance 2021-35 amending Article 25.000 - Health Department Fees, of Appendix A -“ Fee Schedule”, of the Code of Ordinances, to update and amend the fees for temporary food establishment permits issued by the City (City Council may waive the second reading) (Kelli Olfers, Health Department Director).
(Agenda Packet Pages 21-24)
- B. Consider the approval requests of Ordinance 2021-36 Amending Section 17-95 of Chapter 17 – Fire Protection, of the Code of Ordinances, to modify the restrictions related to outdoor burning and fires in the City and providing for an effective date. (City Council may waive the second reading) (Reagan Rabke, Fire Marshall).
(Agenda Packet Pages 25-32)
- C. Consider the approval of Ordinance 2021-37 amending Section 22.101 of Appendix A -“ Fee Schedule”, of the Code of Ordinances, to update and amend the Fees for Services rendered by the City's Emergency Medical Services (EMS). (City Council may waive the second reading) (Lynn Bizzell, Fire Chief).
(Agenda Packet Pages 33-38)

8. OTHER ACTION ITEMS AND UPDATES

- A. Consider the approval of a one-year Hotel Occupancy Tax (HOT) Grant Agreement with the Fredericksburg Convention and Visitor Bureau, Inc. (Kent Myers, City Manager).
(Agenda Packet Pages 39-46)
- B. Consider the approval of the amendment to the City Council Rules and Procedures (Kent Myers, City Manager)
(Agenda Packet Pages 47-54)
- C. Consider the approval of a temporary moratorium on new Short-Term Rental (STR) permit applications in R-1 and R-2 zoning districts (Councilmember O'Neill and Councilmember Luckenbach)
(Agenda Packet Pages 55-56)
- D. Consider the award of a bid to JaniKing for the Janitorial Services at the City Facilities in the amount of \$119,275.19 (Andrea Schmidt, Parks Department Director).
(Agenda Packet Pages 57-66)

- E.** Consider the award of a bid to Tuscany Pavers, LLC. for the pavers and limestone replacement at Marktplatz in an amount not to exceed \$300,000 (Andrea Schmidt, Parks Department Director).
(Agenda Packet Pages 67-74)
- F.** Consider the award of a bid to Interpool Inc. for the plaster replacement at both swimming pools for \$210,000 (Andrea Schmidt, Parks Department Director).
(Agenda Packet Pages 75-82)
- G.** Consider the award of a bid to CXT Concrete Building for the purpose of a restroom and shower for the Lady Bird Johnson Park in the amount of \$238,856 (Andrea Schmidt, Parks Department Director).
(Agenda Packet Pages 83-92)
- H.** Receive a presentation on the Emergency Medical Services Billing (Lynn Bizzell, Fire Chief).
(Agenda Packet Pages 93-114)
- I.** Consider the approval of the implementation of the salary survey conducted by Evergreen Consultants (Tammie Loth, Human Resources Director).
(Agenda Packet Pages 115-120)

9. CITY MANAGER REPORT

- A.** Special City Council Meeting-December 20 at 5:00 p.m.
- B.** January City Council Work Session-Date to Be Determined
- C.** Changes in Shifts for Fire/EMS Employees

10. ITEMS FOR FUTURE AGENDA

(Agenda Packet Pages 121-122)

11. COUNCIL COMMENTS

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

12. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Sections 551.071 (Consultation with Attorney):

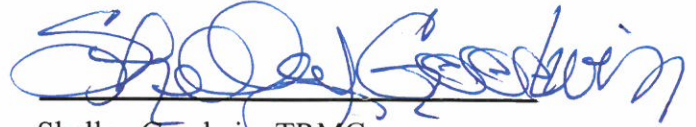
- A.** Consider and discuss Coalition of Post Oak Property Owners, an Unincorporated Nonprofit Association v. The City of Fredericksburg, pending in the 216th District Court [551.071(1)(a)], and
- B.** Receive legal advice regarding Texas Local Government Code Chapters 211, 212, 214 and 245, and applicable Texas case law, concerning enactment of a moratorium, vested development rights, and the takings provision of the Texas Constitution, Article I, Section 17. [551.071(2)].

13. BUSINESS ITEM

The City Council will reconvene into Regular Session upon the conclusion of the Executive Session; the City Council may take action on any item posted in Executive Session, as necessary.

14. ADJOURN

This is to certify that I, Shelley Goodwin, posted this Agenda at 3:45 p.m. on December 1, 2021, at the main entrance 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 REGULAR MEETING NOVEMBER 15, 2021

The City of Fredericksburg City Council held their regular session on Monday, November 15, 2021 at 6 p.m. This meeting was held in person at the Law Enforcement Center and live streamed on the Fredericksburg YouTube Channel.

Members Present:

Mayor Charlie Kiehne
Councilmember Jerry Luckenbach
Councilmember Tom Musselman
Councilmember Kathy O'Neill
Councilmember Bobby Watson

Members Absent:

None

City Staff Present:

Kent Myers, City Manager
Clinton Bailey, Assistant City Manager/Director of Public Works and Utilities
Daniel Jones, City Attorney
Steve Wetz, Police Chief
Braxton Roemer, Police Lt.
Eric Whiting, Information Technology Director
Lea Feuge, Public Information Officer
Andrea Schmidt, Parks and Recreation Director
Jason Lutz, Development Services Director
Kris Kneese, Assistant Public Works Director
Garret Bonn, Assistant City Engineer
Leslie Ball- Embrey, Administrative Assistant
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Kiehne called the regular meeting of the Fredericksburg City Council to order at 6:00 p.m. on Monday, November 15, 2021.

2. INVOCATION

Dwight Seek, 7th Day Adventist Church led the Invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Kiehne led the Pledge of Allegiance.

4. EMPLOYEE RECOGNITIONS

Kent Myers, City Manager, the following:

- Leslie Embry and Jennifer Krupa for going above and beyond with the Pioneer Book Sales Event.
- Fredericksburg EMS for their quick action that saved a life.
- Officer Pablo Martinez for his assistance with a visitor.

5. PUBLIC COMMENTS

The City Council received three (3) Written Comments from Wesley Hesker, Edith McCanless, and Jeannette Hormuth.

Cathy Collier, City resident, spoke regarding recent behavior at a City Council meeting.

Timothy Riley, City resident, spoke regarding 9. D. Sidewalk/Concrete Construction Contract Renewal and Annual Sidewalk Improvement Project.

Kerri Duecker, Non-City resident, spoke regarding how Hawaii is handling COVID-19 mandates compared to Texas and the American Rescue Funding.

Sandra Slander, City resident, spoke regarding the acceptance of American Rescue Plan Funding.

Tracy Knudson, City resident, spoke regarding the American Rescue Plan Funding.

Mary Lee Marschall, City resident, spoke regarding Tom Marschall's comment from the July 19, 2021, City Council Meeting.

Tom Marschall, City resident, spoke regarding comments made at November 1, 2021, City Council Regular Meeting.

Bradley Shearer, City resident, spoke regarding City Code Section 50.20 and 50.22 ground transportation and ride share.

Kimberley Lams, City resident, spoke regarding Vares COVID Report and American Rescue Plan Funding.

Michael McColla, City resident, thanked the City Council for their hard work on the STR and increasing workforce housing.

Jeannette Hormuth, City resident, spoke regarding the American Rescue Plan Funding.

Kent Myers, City Manager, provided clarification from Texas Municipal League regarding the American Rescue Plan Funding.

6. 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 City Council Minutes (Shelley Goodwin, City Secretary):**
- i. October 25, 2021 Special Meeting**
 - ii. November 1, 2021 Regular Meeting**

B. Consider the approval of Agreement renewal with GCAD for Aerial Imagery (Evan Williamson, Staff Engineer).

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember O'Neill, to approve Consent Agenda items 6. A. and B. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

7. PUBLIC HEARINGS

A. Consider a public hearing to receive citizen comments for or against a request from Robert Mosley for a Conditional Use Permit (CUP) per Section 5.400 for Condominium Residential Use to construct a condominium Development on property located at 803 South Eagle Street. (Z-2103) (Jason Lutz, Development Services Director).

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to go out of Regular Session into a public hearing at 6:47 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

No one wished to speak.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to go out of public hearing back into Regular Session 6:48 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

B. Consider a public hearing to receive citizen comments for or against a request from Wes and Tammy Pack for a Conditional Use Permit (CUP) per Section 3.510 to construct a first-floor bed and breakfast unit in the Historic Shopping Overlay District on property located at 514 W. San Antonio (Z-2121)) (Jason Lutz, Development Services Director).

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to go out of Regular Session into a public hearing at 6:49 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

No one wished to speak.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of public hearing back into Regular Session 6:50 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

C. Consider a public hearing to receive citizen comments for or against a request from Carolyn Ellebracht to consider a requested voluntary annexation and zoning of "Single-Family Residential" (R1) for approximately 10.839 acres of land out of a remaining portion of a 258 acre tract described in Volume 63, Page 366, Deed Records, Gillespie County, Texas, also being situation in the William H. Anderson Survey No. 197, Abstract No. 2 Gillespie County, Texas, located at the south end of Stoneledge Drive, east of the Stoneridge Subdivision (Jason Lutz, Development Services Director).

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of Regular Session into a public hearing at 6:50 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

No one wished to speak.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of public hearing back into Regular Session 6:51 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

- D. Consider a public hearing to receive citizen comment for or against request from John Hewitt, Hewitt Engineering for approximately 6.9 acres of land described as Lot 1, of the Villages of Windcrest Subdivision, located on the north side of W. Windcrest Drive, approximately 1,300 feet West of the Post Oak Road and W. Windcrest Drive Intersection to consider the following items: (Z-2122) (Jason Lutz, Development Services Director).**
- i. Future Land Use Change from “Medium Density Residential” (MDR) and “Low Density Residential” (LDR) to a Future Land Use Classification of “High Density Residential” (HDR)**
 - ii. Zoning Change from “Mixed Residential” (R2) to “Multi-Family Residential” (R3)**

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember O’Neill, to go out of Regular Session into a public hearing at 6:51 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

No one wished to speak.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Watson, to go out of public hearing back into Regular Session 6:52 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

- E. Consider a public hearing to receive citizen comment for or against request from Whitney Koch, Mustard Design, for the rear portion of property located at 305 S. Washington Street for the following items: (Z-2123) (Jason Lutz, Development Services Director).**
- i. Future Land Use Change from “Parks Open Space” (POS) to a Future Land Use Classification of “Commercial” (C).**
 - ii. Zoning Change from “Multi-Family Residential” (R3) and “Open Space” (OS) to a Zoning Classification of “Commercial” (C2).**

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember O’Neill, to go out of Regular Session into a public hearing at 6:52 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

No one wished to speak.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to go out of public hearing back into Regular Session 6:53 p.m. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

8. ORDINANCES AND RESOLUTIONS

- A. Consider the approval of Ordinance 2021-30 for approximately 10.839 acres of land out of a remaining portion of a 258 acre tract described in Volume 63, Page 366, Deed Records, Gillespie County, Texas, also being situation in the William H. Anderson Survey No. 197, Abstract No. 2 Gillespie County, Texas, located at the south end of Stoneledge Drive, east of the Stoneridge Subdivision extending The Corporate Limits of the City of Fredericksburg, Texas, so as to include said territory; granting to all inhabitants and future**

inhabitants of said territory all of the rights and privileges of other citizens of the City of Fredericksburg, Texas; binding the inhabitants and future inhabitants of said territory by any and all acts, ordinances, resolutions and regulations of said City of Fredericksburg, Texas; and amending the Zoning Ordinance of the City to establish the Zoning District of said Territory as R-1: Single Family Residential. (Jason Lutz, Development Services Director).

Jason Lutz, Development Service Director, reviewed the history of the voluntary annexation. He noted that the City Council has already approved the Annexation Agreement. The requestor is requesting this approval be effective January 1, 2022.

The City Council discussed the legality of the effective date.

Motion: A motion was made by Councilmember O'Neill, seconded by Councilmember Luckenbach, to approve Ordinance 2021-30 for approximately 10.839 acres of land out of a remaining portion of a 258 acre tract described in Volume 63, Page 366, Deed Records, Gillespie County, Texas, also being situation in the William H. Anderson Survey No. 197, Abstract No. 2 Gillespie County, Texas, located at the south end of Stoneledge Drive, east of the Stoneridge Subdivision extending The Corporate Limits of the City of Fredericksburg, Texas, so as to include said territory; granting to all inhabitants and future inhabitants of said territory all of the rights and privileges of other citizens of the City of Fredericksburg, Texas; binding the inhabitants and future inhabitants of said territory by any and all acts, ordinances, resolutions and regulations of said City of Fredericksburg, Texas; and amending the Zoning Ordinance of the City to establish the Zoning District of said Territory as R-1: Single Family Residential effective January 1, 2022 and waive the second reading. The City Council voted four (4) for, and none (0) opposed, (1) abstained (Mayor Kiehne). The motion carried.

- B. Consider requests from John Hewitt, Hewitt Engineering, for approximately 6.9 acres of land described as Lot 1, of the Villages of Windcrest Subdivision, located on the north side of W. Windcrest Drive, approximately 1,300 feet West of the Post Oak Road and W. Windcrest Drive Intersection to consider the following items: (Z-2122) (Jason Lutz, Development Services Director).**

Jason Lutz, Development Service Director, reviewed the request and the history of the property. He noted the applicant is looking to construct 96 units in multiple structures; 4 buildings will be 2-story and contain 48 two-bedroom units, and another building will be 3- story building and have 48 1-bedroom units. Currently, there are two land uses on the property, and they are proposing R3-Multi-family residential.

- i. **Ordinance 2021-31 adopting a change in the Comprehensive Plan especially the Land Use Map from "Medium Density Residential" (MDR) and "Low Density Residential" (LDR) to "High Density Residential" (HDR) and providing an effective date.**

Motion: A motion was made by Councilmember Watson, seconded by Councilmember O'Neill, to approve Ordinance 2021-31 adopting a change in the Comprehensive Plan, especially the Land Use Map from "Medium Density Residential" (MDR) and "Low Density Residential" (LDR) to "High Density Residential" (HDR) and providing an effective date, and waive the second reading. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

- ii. **Ordinance 2021-32 amending the Zoning Ordinance and changing the Zoning District from "Mixed Residential" (R2) to "Multi-Family Residential" (R3) and providing an effective date.**

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Ordinance 2021-32 amending the Zoning Ordinance and changing the Zoning

District from “Mixed Residential” (R2) to “Multi-Family Residential” (R3) and providing an effective date and waive the second reading. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

- C. Consider request from Whitney Koch, Mustard Design, for approximately 0.5793 acres of land described as Petmecky Block B, Lot 9-PT, 10-PT, 11-PT & 12-PT located at 305 S. Washington Street to consider the approval of the following items: (Z-2123) (Jason Lutz, Development Services Director).**

Jason Lutz, Development Services Director, reviewed the project and the proposed changes that were made since the City Council denied their previous request. The Planning and Zoning Commission recommended approval of the requests.

- i. Ordinance 2021-33 adopting a change in the Comprehensive Plan especially the Land Use Map from “Parks Open Space” (POS) to “Commercial” (C) and providing an effective date**

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve Ordinance 2021-33 adopting a change in the Comprehensive Plan especially the Land Use Map from “Parks Open Space” (POS) to “Commercial” (C) and providing an effective date and waive the second reading. The City Council voted four (4) for, and one (1) opposed (O’Neill). The motion carried.

- ii. Ordinance 2021-34 amending the Zoning Ordinance and changing the Zoning District from “Multi-Family Residential” (R3) and “Open Space” (OS) to a Zoning Classification of “Commercial” (C2) and providing an effective date.**

The City Council discussed the uses allowed in C2 zoning. They also discussed the Planning and Zoning Commission recommendation.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Watson, to approve Ordinance 2021-34 amending the Zoning Ordinance and changing the Zoning District from “Multi-Family Residential” (R3) and “Open Space” (OS) to a Zoning Classification of “Commercial” (C2), providing an effective date, and waive the second reading. The City Council voted four (4) for, and one (1) opposed (O’Neill). The motion carried.

- D. Consider the approval of Resolution 2021-18R instituting annexation proceedings for approximately 82.36 acres of land generally located along the East and west sides of Post Oak Road, extending northward from West Live Oak Road to 2,800 feet north of South Bowie Street, in Gillespie County (Jason Lutz, Development Services Director).**

Jason Lutz, Development Services Director, reviewed the history of the annexation process. He also reviewed the properties that are included in the proposed annexation. He noted there are still a few Non-Annexation Agreements that were offered that have not been returned.

The City Council discussed the parcel with the signed Non-Annexation Agreements.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve Resolution 2021-18R instituting annexation proceedings for approximately 82.36 acres of land generally located along the East and west sides of Post Oak Road, extending northward from West Live Oak Road to 2,800 feet north of South Bowie Street, in Gillespie County and recommend offering a Non-Annexation Agreement to Mrs. King. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

9. OTHER ACTION ITEMS AND UPDATES

- A. Consider request from Robert Mosley for a Conditional Use Permit (CUP) per Section 5.400 for Condominium Residential Use to construct a condominium Development on property located at 803 South Eagle Street. (Z-2103) (Jason Lutz, Development Services Director).**

Jason Lutz, Development Services Director, reviewed the Site Plan and the proposed request. He noted Staff recommends approval of the requested CUP and associated site plan with the conditions the P&Z Commission recommended:

Conditions:

- Provide additional guest parking
- Provide sidewalks along Friendship Lane
- Re-address the property to Friendship Lane
- Enlarge the entrance to a minimum of 24' wide
- Stripe both sides at the fire lane (end of parking spaces to the curb line of the parking area).
- Move the dumpster location out of the setbacks and show the screening walls
- Remove the existing driveway on Friendship Lane and re-curb that area
- Approval of Civil Construction Plans

The City Council discussed the conditions.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember O'Neill, to approve a Conditional Use Permit (CUP) per Section 5.400 for Condominium Residential Use to construct a condominium Development on property located at 803 South Eagle Street. (Z-2103), with the conditions provided by Planning and Zoning Commission. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

- B. Consider the request from Wes and Tammy Pack for a Conditional Use Permit (CUP) per Section 3.510 to construct a first-floor bed and breakfast unit in the Historic Shopping Overlay District on property located at 514 W. San Antonio (Z-2121) (Jason Lutz, Development Services Director).**

Jason Lutz, Development Services Director, reviewed the request and the changes that were made to add seven parking and one handicap parking spaces. He noted the Planning and Zoning Commission approved the request with the following conditions:

- That an 8' tall screening fence be installed on the side and rear property lines
- That occupancy for the new STR units be limited to 2 individuals

The City Council discussed the changes made to meet the concerns since the last time the City Council voted on this request.

Motion: A motion was made by Councilmember Musselman, seconded by Councilmember Luckenbach, to approve a Conditional Use Permit (CUP) per Section 3.510 to construct a first-floor bed and breakfast unit in the Historic Shopping Overlay District on property located at 514 W. San Antonio (Z-2121)), with the conditions provided by Planning and Zoning Commission. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

C. Receive and consider a presentation by Kimley-Horn & Associates, Inc. on Short-Term Transportation Improvement Projects (Garret Bonn, Assistant City Engineer)

Jake Gutekunst, Kimley Horn, provided a PowerPoint regarding Short-Term Transportation Improvements and a Project Update. He reviewed the following:

- Corridor Improvements
- One-way Conversions
- Signal adjustments
- 13 locations with new turn lanes
- Summary of costs.
- The benefits and cost-efficiency for doing multiple projects at the same time.

The City Council recommended putting “Turn Right on Red” sign on Main and Adams. They also discussed the need for coordinating of the City’s waterline project and the TxDOT resurfacing and turning lane signals of US 290 East.

Kent Myers, City Council, recommended discussing long-term projects at a Workshop and discussing the possibility of a future bond election to finance these projects.

D. Receive and consider an update on Sidewalk/Concrete Construction Contract Renewal and Annual Sidewalk Improvement Project (Evan Williamson, Staff Engineer).

Evan Williamson, Staff Engineer, provided a PowerPoint of sidewalk improvements already completed. He also reviewed the Fiscal Year 2022 budgeted amount of \$100,00.

The City Council discussed the need for a future sidewalk on Llano Street.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember O’Neill, to approve the Sidewalk/Concrete Construction Contract renewal with Hazelett Concrete Contractors. The City Council voted five (5) for, and none (0) opposed. The motion carried unanimously.

10. CITY MANAGER REPORT

A. Short-Term Rentals (STRs)

Kent Myers, City Manager, provided a status on the STR. He noted that the draft Ordinance will include a summary page, spreadsheet for easy reference, and fact sheets.

The City Council recommended holding a Work Session in January.

11. ITEMS FOR FUTURE AGENDA

Kent Myers, City Manager, reviewed the Future Agenda Items.

12. COUNCIL COMMENTS

Councilmember O’Neill spoke regarding her visit to the Consolidated Warehouse. She also noted the Electric Department have not had any loss of time in 35 years.

Councilmember Watson spoke regarding the Airport; the T Hangers are full with a waiting list. He also noted that there are predictions of a dry season next summer.

Councilmember Luckenbach spoke regarding items approved by the County Commissioners Court.

Mayor Kiehne spoke regarding Veteran's Day and encouraged everyone not to forget them.

13. EXECUTIVE SESSION

The City Council will recess its open meeting and reconvene in Executive Session pursuant to Texas Government Code Section 551.072 (Deliberations related to Real Property):

- A. Consider and discuss the purchase, exchange, lease, or value of real property, located in the vicinity of the intersection of U.S. 290 and Friendship Lane, in the City of Fredericksburg, Texas (551.072).**

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to go out of Regular Meeting into Executive Session at 8:46 p.m. The City Council voted five (5) for, and none (0) opposed.

Motion: A motion was made by Councilmember Luckenbach, seconded by Councilmember Musselman, to go out of Executive Session into the Regular Meeting at 9:08 p.m. The City Council voted five (5) for, and none (0) opposed.

14. BUSINESS ITEM

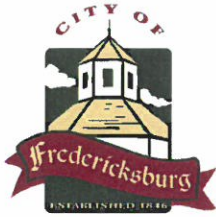
No action was taken.

15. ADJOURN

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Luckenbach, to adjourn the Monday, November 15, 2021, City Council Regular Meeting at 9:09 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Charlie Kiehne
Mayor

Shelley Goodwin, TRMC
City Secretary



CITY COUNCIL MEMO

DATE: November 29, 2021
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: EDC Board Appointments

Summary:

Two of the City appointees to the Economic Development Commission (EDC) Board have terms that expire at the end of this year. Both of the appointees (Brad Hardin and Jim Jarreau) have agreed to serve another two-year term.

Recommendation:

It is recommended that Brad Hardin and Jim Jarreau be reappointed to the EDC Board for another two-year term.

Background / Analysis:

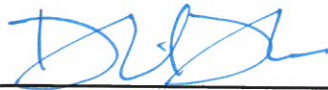
Attachments:

Listing of Current EDC Board Members and Officers


Department Approval


City Manager Approval

The City of Fredericksburg



City Attorney Approval

The City of Fredericksburg

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

Agenda Packet Page 16

Gillespie County Economic Development Commission 2021 Officers and Board of Directors

President:	Amanda Stevens
Vice President:	Jim Jarreau
Treasurer:	Tony Klein
Secretary:	Julie Kuhlken
Executive Director:	Tim Lehmberg

The 2021 GCEDC Board of Directors with term expiration

Appointed by the City:	Term Expires:
Brad Hardin	Dec. 31, 2021
Jim Jarreau	Dec. 31, 2021
Stephen Harris	Dec. 31, 2022
Julie Kuhlken	Dec. 31, 2022

Appointed by the County:

Ross Allen	Dec. 31, 2021
Tony Klein	Dec. 31, 2021
Steve McAnally	Dec. 31, 2022
Wade Dittmar	Dec. 31, 2022

Appointed by the GCEDC Board of Directors:

Amanda Stevens	Dec. 31, 2021
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Ex-Officio Members: By Position (Confirmed Annually)

County of Gillespie	Mark Strocher, Charles Olfers
City of Fredericksburg	Bobby Watson, Kent Myers
Chamber of Commerce	Penny McBride
Convention/Visitors Bureau	Ernie Loeffler
Harper Community	Dan Abbott
Stonewall Chamber	Jamey Vogel
Airport Manager	Tony Lombardi
Board of Realtors	Mike Starks

RESOLUTION 2021-19R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, APPOINTING TWO (2) BOARD MEMBERS TO THE GILLESPIE COUNTY ECONOMIC DEVELOPMENT COMMISSION, FOR A TWO (2) YEAR TERM.

WHEREAS, the City is responsible for the appointment of four (4) board members to the Gillespie County Economic Development Commission, with staggered two (2) year terms; and

WHEREAS, two (2) of the City appointed board members have a term expiring on December 31, 2021, and the Council desires to make appointments of board members to fulfill the term commencing on January 1, 2022.

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

Section 1. The City Council hereby appoints the following individuals as board members of the Gillespie County Economic Development Commission, as follows:

Position #	Name	Term expires
City appointed Member 1	Brad Hardin	December 31, 2023
City appointed Member 2	Jim Jarreau	December 31, 2023

Section 2. *Severability.* In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional

Section 3. *Repealer.* All prior adopted resolutions or motions, in conflict with the provisions of this Resolution and related to the appointments of the Historic Review Board members, are hereby superseded by this Resolution.

Section 4. *Effective Date.* This Resolution shall be effective upon its passage.

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

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC, City Secretary



CITY COUNCIL MEMO

DATE: November 29, 2021

TO: City Council

FROM: Kelli Olfers

SUBJECT: Corrected Fee Ordinance

Summary:

Recently, it was discovered the wording on the amended food regulation ordinance pertaining to health fees that was passed on October 4, 2021, was misworded.

Recommendation:

It is recommended to adopt the revised copy of the food establishment fee ordinance.

Background / Analysis:

It was determined back in 2012 – 2013 during updating transcription of this ordinance, several words were mistyped, and the mistake was never identified until now.

Attachments:

Revised copy of food establishment fee ordinance.

The City of Fredericksburg

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Department Approval



City Manager Approval

The City of Fredericksburg

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Agenda Packet Page 22

ORDINANCE NO. 2021-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING ARTICLE 25.000 - HEALTH DEPARTMENT FEES, OF APPENDIX A – FEE SCHEDULE, OF THE CODE OF ORDINANCES, TO UPDATE AND AMEND THE FEES FOR TEMPORARY FOOD ESTABLISHMENT PERMITS ISSUED BY THE CITY.

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

Section 1. That, Subsection E of Section 25.100 – *[Permits issued by the Health Department]*, of Appendix A - “Fee Schedule”, of the Code of Ordinances, is amended to read as follows:

Sec. 25.100. [Permits issued by the Health Department.]

E. Temporary Food Service Establishment

1. Temporary Food Service Establishments- \$50 per event
Per booth, per event. Good for 14 days
when application is made on or before
the tenth (10th) day before the event
2. Temporary Food Service Establishments- \$70 per event
Per booth, per event. Good for 14 days
when application is made ~~on or~~
~~before~~ after the tenth (10th) day before the
event
3. Temporary food service establishments, \$175 per year
one year permit running from January 1 to
December 31, with no proration, when
application is made on or before the tenth
(10th) day after the tenth day before the
event ~~per year~~
4. Temporary food service establishments, \$195 per year
one year permit running from January 1
to December 31, with no proration,
when application is made after the tenth
(10th) day before the event ~~per year~~

(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 day of its passage.

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

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC, City Secretary

APPROVED AS TO FORM:

Daniel D. Jones, City Attorney



CITY COUNCIL MEMO

DATE: November 29, 2021

TO: Mayor and City Council

FROM: Reagan Rabke, Fire Marshal

SUBJECT: Fire Ordinance- Sec. 17-95. - Outdoor fires regulated

Summary:

This agenda item is a revision of the current ordinance of Section 17-95- Outdoor Fire Regulated. This ordinance applies to all outdoor burning and open burning within the City of Fredericksburg

Recommendation:

Staff recommends Council review and approve the revision of the ordinance.

Background / Analysis:

With the popularity of the outdoor fireplaces/backyard fire pits, it is time to revise this ordinance. With the proximity of the neighbors in the City, this is a life safety issue if the fire pits are too close to a combustible material, either on the same property or the neighboring property. Burning certain material is also an issue since some materials produce more smoke than others.

The previous version of this ordinance is very vague. With this update several definitions were added and clarified.

The last time this ordinance was revised was on October 3rd, 2016, with just a "HEADING CHANGE".

Attachments:

Sec. 17-95. - Outdoor fires regulated Ordinance

The City of Fredericksburg



Department Approval



City Manager Approval



City Attorney Approval

Sec. 17-95. - Outdoor fires regulated.

(a) This section applies to all outdoor burning and open burning within the City of Fredericksburg.

(b) Exceptions. This section does not apply to:

(1) Grilling or cooking food using charcoal cookers, propane or natural gas in cooking or filling appliances, braziers, hibachis, grills, outdoor fireplaces or gas-fired stoves and similar semi-enclosed devices.

(2) Burning for the purpose of generating heat in a stove, furnace, fireplace, or other heating device within a building used for human or animal habitation.

(3) The use of propane, acetylene, natural gas, gasoline, or kerosene in a device intended for heating, construction, or maintenance activities.

(4) The use of non-ash producing fuels being used not less than 15 feet from combustible materials, when used in metal containers for the heating of building materials or for the warmth of workers.

(5) Open burning being used by a fire department in connection with training and performance of its duties.

(6) A fire where a permit has been issued by the Fire Marshal.

(c) Definitions.

(1) Clean wood means natural wood which has not been painted, varnished, or coated with a similar material, has not been pressure treated with preservatives, and does not contain resins or glues as in plywood or other composite wood products.

(2) Construction and demolition waste means building waste materials, including but not limited to waste shingles, insulation, lumber, treated wood, painted wood, wiring, plastics, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on a house, commercial or industrial building, or other structure.

The City of Fredericksburg

(3) Open burning means kindling or maintaining a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney.

(4) Outdoor burning means open burning or burning in a patio wood-burning unit.

(5) Patio wood-burning unit means a portable fire pit, portable outdoor fireplaces, chiminea, patio warmer, or other portable wood-burning device used for outdoor recreation and/or heating. The unit must be constructed of steel, concrete, clay, or other non-combustible material. The unit must be completely covered by a fine metal grate to prevent flying brands and embers

(6) Recreational Fire means an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, barbeque grill or barbeque pit, has large metal sides, built up concrete blocks, or constructed of cement and rock and has a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes. Must be completely covered by a fine metal grate to prevent flying brands and embers

(7) Refuse means any disposable materials, which includes both recyclable and non-recyclable materials.

(d) General prohibition on open burning. Open burning, outdoor burning, and burning in in-ground fire pits are prohibited unless specifically permitted or exempted by section (b) or (f).

(e) Open burning of refuse. Open burning of refuse is prohibited including the burning of brush, leaves, and grass clippings.

(f) A patio wood-burning unit or recreational fires, may be used in the City of Fredericksburg only in accordance with all the following provisions:

(1) The patio wood-burning unit or recreational fires shall not be used to burn refuse, or construction and demolition waste.

(2) The patio wood-burning or recreational fires unit shall burn only clean wood.

(3) The patio wood-burning unit or recreational fires shall be located at least 15 feet from the nearest structure or combustible material, which is not on the same property as the patio wood-burning unit and at least 15 feet from the nearest structure, or combustible material on the same property as the patio wood-burning unit.

(4) The patio wood-burning unit or recreational fires shall not cause a nuisance to neighbors. Objectionable smoke shall be deemed a nuisance.

(a) Any fire that is found to be offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited

The City of Fredericksburg

(5) Attendance: *Open burning*, bonfires, *recreational fires* and use of a patio wood-burning unit shall be constantly attended until the fire is extinguished.

(6) A minimum of one portable fire extinguisher, with a minimum 4-A rating or other *approved* on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization within 20 feet of any patio wood-burning unit, or open burning.

(g) The Fire Department, Police Department and Code Enforcement Officers are authorized to enforce this section.

ORDINANCE NO. 2021-36

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING SECTION 17-95 OF CHAPTER 17 – FIRE PROTECTION, OF THE CODE OF ORDINANCES, TO MODIFY THE RESTRICTIONS RELATED TO OUTDOOR BURNING AND FIRES IN THE CITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That, Section 17-95, entitled “Outdoor fires regulated”, of Chapter 17 - Fire Protection - of the Code of Ordinances, is amended by deletion of the existing Section 17-95 in its entirety, and the following substituted therefore:

Sec. 17-95. - Outdoor fires regulated.

- (a) This Section 17-95 applies to all outdoor burning and open burning within the City of Fredericksburg.
- (b) Exceptions. The activities described in this Subsection 17-95(b) are exempt from the regulations provided for in this Section 17-95:
 - (1) Grilling or cooking food using charcoal cookers, propane or natural gas in cooking or filling appliances, braziers, hibachis, grills, outdoor fireplaces or gas-fired stoves and similar semi-enclosed devices.
 - (2) Burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation.
 - (3) The use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.
 - (4) The use of non-ash producing fuels being used not less than 15 feet from combustible materials, when used in metal containers for the heating of building materials or for the warmth of workers.
 - (5) Open burning being used by a fire department in connection with training and performance of its duties.
 - (6) A fire where a permit has been issued by the Fire Marshal.
- (c) Definitions.
 - (1) “Clean wood” means natural wood which has not been painted, varnished or coated with a similar material, has not been pressure treated with preservatives, and does not contain resins or glues as in plywood or other composite wood products.

- (2) "Construction and demolition waste" means building waste materials, including but not limited to waste shingles, insulation, lumber, treated wood, painted wood, wiring, plastics, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on a house, commercial or industrial building, or other structure.
- (3) "Open burning" means kindling or maintaining a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney.
- (4) "Outdoor burning" means open burning or burning in a patio wood-burning unit.
- (5) "Patio wood-burning unit" means a portable fire pit, portable outdoor fireplaces, chiminea, or other portable wood-burning device used for outdoor recreation and/or heating. The unit must be constructed of steel, concrete, clay or other non-combustible material. The unit must be completely covered by a fine metal grate to prevent flying brands and embers
- (6) "Recreational fire" means an outdoor fire burning materials other than rubbish, where the fuel being burned is not contained in an incinerator, outdoor fireplace, barbeque grill or barbeque pit, has large metal sides, built up concrete blocks, or constructed of cement and rock and has a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes. Must be completely covered by a fine metal grate to prevent flying brands and embers
- (d) General prohibition on open burning. Open burning, outdoor burning, and burning in in-ground fire pits is prohibited, unless specifically exempted from regulation by Subsection 17-95(b), or specifically authorized by Subsection 17-95(f).
- (e) Burning of refuse. Open burning and outdoor burning of refuse is prohibited, including the burning of brush, leaves, and grass clippings.
- (f) A patio wood-burning unit or a recreational fire may be used in the City of Fredericksburg, in compliance with all of the following provisions:
- (1) The patio wood-burning unit or recreational fire shall not be used to burn refuse, or construction and demolition waste.
 - (2) The patio wood-burning unit or recreational fire shall only burn clean wood.
 - (3) The patio wood-burning unit or recreational fire shall be located at least 15 feet from the nearest structure or combustible material, which is not on the same property as the patio wood-burning unit, and located at least 15 feet from the nearest structure, or combustible material, on the same property as the patio wood-burning unit or recreational fire.

- (4) The patio wood-burning unit or recreational fire shall not cause a nuisance from smoke or flying ash to people residing in the vicinity of the unit or fire. For the purposes of this subsection, a nuisance exists when smoke or ash emissions from a fire causes physical discomfort to a person, or causes physical damage to property.
- (5) Open burning, outdoor burning, bonfires, recreational fires and use of a patio wood-burning units shall be constantly attended until the fire is extinguished.
- (6) A minimum of one portable fire extinguisher, with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization within 20 feet of any patio wood-burning unit, or open burning.
- (7) The patio wood-burning units are used in accordance with any manufacturer's instructions.
- (g) The Fire Department, Police Department and City Code Enforcement Officers are authorized to enforce this Section 17-95.

{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 day of its passage and publication.

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

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC, City Secretary

APPROVED AS TO FORM:

Daniel D. Jones, City Attorney



CITY COUNCIL MEMO

DATE: 11-29-2021

TO: Mayor and City Council

FROM: Lynn Bizzell

SUBJECT: Fire EMS Billing Increase.

Summary:

.Fredericksburg Fire EMS has a fee schedule for responses to Medical Emergencies. This EMS fee schedule is evaluated annually by comparing our EMS fees to area EMS agencies. Due to a rise in medical responses and the cost of providing out of hospital medical care, the staff evaluated our current fee schedule. The EMS fee evaluation looked at 12 other EMS agencies in our area shows that with a \$100.00 increase per type of call will keep us at about the mid-point of fees charged by other agencies. The last increase for our EMS fees was approved in 2018 (three (3) years ago).

Recommendation:

Staff would like to recommend a \$100.00 increase in EMS fees per call across all categories in our fee schedule. .

Background / Analysis:

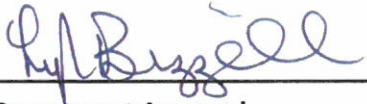
Fredericksburg Fire EMS conducted a EMS fee analysis with twelve different EMS agencies in our area and concluded the \$100.00 increase would continue to keep us close the mid-point of what other agencies charge in our area.

Attachments:

The City of Fredericksburg

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Fredericksburg Fire EMS Medical Response Fee Schedule.



Department Approval



City Manager Approval

The City of Fredericksburg

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Department	ALS-Emergency	ALS-Non Emergency	ALS-2	BLS-Emergency	BLS-Non Emerg	Mileage	Non transport+ Tret
Fredericksburg	\$950.00	\$850.00	\$1,200.00	\$850.00	\$800.00	\$18.50	\$150.00
Proposed Increase	\$1,050.00	\$950.00	\$1,300.00	\$950.00	\$900.00		
Bulverde	\$1,570.57	\$1,476.57	\$1,700.00	\$1,194.97	\$1,100.97	\$23.00	\$175.00
Marble Falls	\$1,682.00	\$1,682.00	\$1,722.00	\$1,352.00	\$1,352.00	\$18.00	\$150.00
Kerrville	\$860.82	\$543.68	\$1,245.92	\$724.90	\$453.06	\$22.86	\$195.00
Bandera County	\$975.00	\$975.00	\$1,750.00	\$900.00	\$900.00	\$18.75	\$150.00
New Braunfels	\$1,026.50	\$1,026.50	\$1,071.50	\$958.50	\$958.50	\$15.00	\$325.00
Kendall County	\$855.00	\$855.00	\$900.00	\$787.00	\$878.00	\$15.00	\$150.00
Fayette County	\$855.00	\$855.00	\$900.00	\$787.00	\$787.00	\$15.00	\$175.00
North Blanco County	\$962.86	\$810.40	\$1,164.95	\$805.84	\$607.80	\$20.77	
Wimberley	\$575.00	\$575.00	\$1,100.00	\$525.00	\$525.00	\$18.00	
Bexas Co. #2	\$1,600.00	\$1,500.00	\$1,750.00	\$1,400.00	\$1,350.00	\$24.00	\$175.00
Kimble Co.	\$850.00	\$800.00	\$925.00	\$750.00	\$700.00	\$15.00	\$150.00
Hamilton EMS			\$1,800.00			\$17.50	
Medicare Fee (We collect 80%, patient is responsible for 20%)	\$501.97	\$317.03	\$637.65	\$422.71	\$264.20	\$17.00	
Schedule	80%-\$401.58	80%-\$253.62	80%-\$510.12	80%-\$338.17	80%-\$211.36		\$0
	20%-\$100.39	20%-\$63.41	20%-\$127.53	20%-\$84.54	20%-\$52.84		
ALS-Emergency	One advanced skill (IV, Intubation, EKG, medication administration, ect...) with emergency response						
ALS-Non Emergency	Advanced skills (IV, Intubation, EKG, medication administration), non emergent response (no emergency lights or siren)						
ALS-2	More than one advanced skill (IV, Intubation, EKG,) and the adminstration of 3 different medications (cardiac arrest, major trama)						
BLS-Emergency	Basic skill (oxygen, pulse ox, bandaging/splinting, ect...), with emergency response						
BLS-Non Emergency	Basic skill (oxygen, pulse ox, bandaging/splinting, ect...), non emergent response (no emergency lights or siren)						
Non transport+ Tret	Respond to Scene, Treat but no Transport						

ORDINANCE NO. 2021-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING SECTION 22.101 OF APPENDIX A – FEE SCHEDULE, OF THE CODE OF ORDINANCES, TO UPDATE AND AMEND THE FEES FOR SERVICES RENDERED BY THE CITY'S EMERGENCY MEDICAL SERVICES ("EMS").

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

Section 1. That, Section 22.101, entitled "Charges for using services", of Appendix A "Fee Schedule", of the Code of Ordinances, is amended to read as follows:

Sec. 22.101. – Fees and Charges for Emergency Medical Services.

The fees and charges to the person or entity utilizing or receiving services rendered by the City's Emergency Medical Services ("EMS") are as follows:

(A) Basic Life Support, Non-Emergency (BLSN). Transportation by emergency medical technicians when no drugs or oxygen is administered: ~~\$800~~900.00.

(B) Basic Life Support Emergency (BLSE). Transportation by emergency medical technicians when no drugs are administered. Oxygen may be administered: ~~\$850~~950.00.

(C) Advanced Life Support Emergency (ALS-1). Transportation by paramedics when no drugs are administered. Oxygen may be administered and monitors may be used and an IV solution may be started: ~~\$950~~1,050.00.

(D) Advanced Life Support Emergency, Major Trauma (ALS-2). Transportation by paramedics when at least one invasive procedure is administered (examples: defibrillation or cardiac pacing) and when at least one drug other than an IV solution is administered: ~~\$1,200~~1,300.00.

(E) Advanced Life Support, Non-Emergency (ALS-0). Non-emergency transportation by paramedics when no drugs are administered, without emergency lights or sirens. Oxygen may be administered and monitors may be used and an IV solution may be started: \$950.00.

~~(F)~~ Aid only. City EMS is dispatched to a patient, but provides no patient transportation:

1-5 calls dispatched to provide services to the same person within any twelve (12) month period: no charge.

6-10 calls dispatched to provide services to the same person within any twelve (12) month period: \$90.00 per EMS response.

11-20 calls dispatched to provide services to the same person within any twelve (12) month period: \$180.00 per EMS response.

21 or more calls dispatched to provide services to the same person within any twelve (12) month period: \$250.00 per EMS response.

(~~F~~G) Mileage. \$18.50 per loaded mile. This transportation charge shall be in addition to any other charges or fees set forth in this Section 22.101.

(~~G~~H) Dedicated Standby. City EMS provides staffed ambulance for on premises standby at a private or for-profit special event. \$100.00 per hour. This charge shall be in addition to any other charges or fees set forth in this Section 22.101.

(~~H~~I) A Medical Records Fee in the amount of \$45.00 shall be collected in advance of the issuance of any medical records.

(~~I~~J) Medications and Supplies. Drugs administered by EMS to patients and disposable medical supplies utilized by EMS in treatment of patients shall be charged at the "list price" included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, and states prices at which sales are currently available, or were last made available to the City. This charge shall be in addition to any other charges or fees set forth in this Section 22.101.

(~~J~~K) The Fire Chief, or his or her designee, shall determine which of the above rate categories apply to the services rendered by the City's Emergency Medical Services. The Fire Chief, or his or her designee, is hereby authorized to make any judgments with regard to per procedure cost in the application of the above rates, and his or her decision is conclusive.

{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 day of its passage.

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

Charlie Kiehne, Mayor
City of Fredericksburg, Texas

ATTEST:

Shelley Goodwin, TRMC, City Secretary

APPROVED AS TO FORM:

Daniel D. Jones, City Attorney



CITY COUNCIL MEMO

DATE: November 30, 2021

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Hotel Occupancy Tax Agreement with CVB

Summary:

Every year the City and County enter into an agreement with the CVB indicating how they will utilize the HOT revenues that are allocated to their organization. The attached agreement lists the services that will be provided by the CVB and the payments that will be made by the City for these services. These payments were discussed and approved as part of the FY 2022 City Budget process.

Recommendation:

It is recommended that the attached agreement with the CVB be approved.

Background / Analysis:

Attachments:

Hotel Occupancy Tax Grant Agreement-2021/22


Department Approval


City Manager Approval

The City of Fredericksburg



City Attorney Approval

The City of Fredericksburg

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Agenda Packet Page 40

HOTEL OCCUPANCY TAX GRANT AGREEMENT – 2021/2022

This Hotel Occupancy Tax Grant Agreement (“Agreement”) is entered into by and between the City of Fredericksburg (“City”), a political subdivision of the State of Texas with an address of 126 W. Main Street, Fredericksburg, Texas, 78624, and the Fredericksburg Convention and Visitor Bureau, Inc. (“Grantee”), with an address of 302 E. Austin Street, Fredericksburg, Texas, 78624.

NOW, THEREFORE, the City and Grantee hereby agree as follows:

1. **Term.** Unless terminated earlier as provided herein, this Agreement shall commence on October 1, 2021, and terminate on September 30, 2022.
2. **Grantee Activities.**
 - (a) **Services.** Grantee shall conduct activities or hold programs or events (to be known collectively as “Services”) as follows:
 - i. Conduct a continuing program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to the City of Fredericksburg, by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing the City of Fredericksburg and its vicinity at travel shows and other such events, by participating with state, regional, national, and international agencies in tourist development programs of benefit to the local area and to the City of Fredericksburg, and by using all appropriate means to increase the traveling public’s awareness of the resort and recreational advantages of the local area and the City of Fredericksburg; and
 - ii. Provide tourist-related information about the City of Fredericksburg and its vicinity upon request, and serve as an advisory body to the City, upon request, in matters related to enhancing and promoting tourism and the convention and hotel industry within the City; and
 - iii. Provide employees, equipment, supplies and other administrative support or materials as may be necessary to perform the Grantee’s duties and obligations under this Agreement, and to accomplish the purposes of this Agreement.
 - (b) **Promotion of Tourism.** The Services shall directly enhance and promote tourism and the convention and hotel industry within the City, and shall comply with the requirements set forth in Chapter 351 of the Texas Tax Code.

3. **Grant of funds.** As consideration for Grantee's promise to perform the Services, City shall pay a disbursement of municipal Hotel Occupancy Tax revenue ("HOT Funds") to Grantee. The Grantee shall only expend the HOT Funds in compliance with Chapter 351 of the Texas Tax Code, for expenses incurred by Grantee in the performance of the Services and for actual administrative costs incurred in day-to-day operations, including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved by City in the budget and if directly related to the promotion of tourism and the convention and hotel industry.

The City shall pay HOT Funds to the Grantee in the amount of Three Million, Five Hundred and Ninety Five Thousand, Seven Hundred and Eighty Five and NO/100 Dollars (\$3,595,785.00), to be paid as follows:

Date of payment	Amount of payment
October 1, 2021	\$898,946.25
January 1, 2022	\$898,946.25
April 1, 2022	\$898,946.25
July 1, 2022	\$898,946.25

The City shall pay additional HOT Funds to the Grantee in the amount of Twenty One Thousand and NO/100 Dollars (\$21,000.00), to be expended by Grantee for the sole purpose of performing building maintenance and grounds maintenance to the visitor center facilities operated by the Grantee, to be paid as follows:

Date of payment	Amount of payment
October 1, 2021	\$5,250.00
January 1, 2022	\$5,250.00
April 1, 2022	\$5,250.00
July 1, 2022	\$5,250.00

4. **Grantee Budget, Recordkeeping and Reporting.**
- (a) **Budget.** Prior to disbursement of any HOT Funds to Grantee under this Agreement, Grantee shall provide to the City a proposed budget for the term of this Agreement, and said budget must be approved by the City Council of the City of Fredericksburg ("City Council"). The Parties agree and acknowledge that a fiduciary duty is created in the Grantee with respect to disbursement and expenditure of HOT Funds in accordance with the approved budget, and any budget amendments shall be approved in advance by the City Council.
- (b) **Recordkeeping.** Grantee shall maintain complete and accurate financial records ("HOT

Records”) of each expenditure of HOT Funds received by Grantee under this Agreement. Grantee shall retain HOT Records required under this Agreement for a period of two (2) years from the date of expenditure, and shall promptly make said HOT Records available for inspection and review by City upon request. Grantee shall maintain HOT Funds in a segregated bank account established for the sole purpose of holding HOT Funds, and Grantee shall not commingle HOT Funds with any other funds.

- (c) Reports. Grantee shall provide to the City a quarterly financial report (“HOT Report”), listing the activities that are conducted by Grantee using HOT Funds received under this Agreement. The quarterly HOT Report shall be submitted to the City on or before January 31st, April 30th, July 31st, and October 31st of each year. Grantee shall provide to the City an audited annual financial statement, on or before October 31, 2022, listing all expenditures of HOT Funds by Grantee under this Agreement.

5. **Termination.**

- (a) Breach. This Agreement may be terminated by the non-defaulting party upon a breach of a material term or condition of this Agreement, when said breach is not cured by defaulting party within ninety (90) calendar days of receiving written notice of breach from the non-defaulting party.
- (b) Non-appropriation. This Agreement is subject to the availability and appropriation of budgeted HOT Funds by City. In the event receipt of HOT Funds by the City are inadequate to meet the payment schedule set forth in this Agreement, the City agrees that it will utilize any available unallocated funds within the Hotel Occupancy Tax account of the City to make such payments, and if said available unallocated funds are inadequate, the City will pro-rate the available HOT Funds among all recipients thereof. In the event that receipt of HOT Funds by the City are inadequate to meet the payment schedule set forth in this Agreement, any delinquent HOT Funds collected by the City will be paid to the Grantee when received by City, up to the amount set forth in Paragraph 3 of this Agreement. Upon an occurrence of non-availability of HOT funds to City, for any reason, this Agreement shall terminate and the City shall not be obligated to pay any City funds to the Grantee.

6. **Survival upon Termination.** Upon termination of this Agreement, the provisions set forth in Section 4(b), Section 4(c), and Section 10(h) of this Agreement shall survive termination of this Agreement.

7. **Relationship of Parties.** The Parties agree and acknowledge that Grantee is not an employee or agent of City. City shall not be liable for employment or withholding taxes for Grantee. Grantee is solely liable for Grantee’s expenses incurred in performing the Services. Grantee shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit offered by City or its subsidiaries or affiliates for the benefit

of City employees or volunteers. Grantee agrees and acknowledges that Grantee is not authorized to enter into any contract or obligation on behalf of, or as an agent of, the City.

8. **Force Majeure.** A defaulting party shall not be liable for delays in the performance of its obligations hereunder when the default is caused by acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions or regulations, acts of war, civil unrest, fire or other casualty, or any causes beyond the reasonable control of the defaulting party.
9. **Assignment.** This Agreement may not be assigned by Grantee without the prior written consent of City, which consent may be withheld in the sole discretion of City. This Agreement shall inure to the benefit of City and its successors or assigns. Grantee may contract with state, regional, national, and international tourism programs or agencies for participation in joint promotion programs.
10. **Miscellaneous.**
 - (a) This Agreement shall be governed by the laws of the State of Texas. Any litigation or other legal action under this Agreement shall be filed in a court of proper jurisdiction in Gillespie County, Texas.
 - (b) This Agreement may only be amended or modified by a written amendment executed by the Parties.
 - (c) All notices and other communications hereunder shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, addressed and sent to the party's address as set forth in the first paragraph of this Agreement, or to such other address as either party may have furnished to the other party. Notices and communications are deemed effective upon deposit with the U.S. Mail.
 - (d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement.
 - (e) The failure of City at any time to enforce performance by Grantee of any provisions of this Agreement shall in no way affect City's rights thereafter to enforce the same, nor shall the waiver by City of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.
 - (f) It is expressly agreed by the Parties that this Agreement does not bind the City in the future as to any action of the City Council in connection with the alteration, repeal, or amendment of the City's Hotel Occupancy Tax Ordinance (Chapter 41, Article IV). It is

expressly agreed by the Parties that in the event that HOT funds are not collected by the City under the provisions of the City's Hotel Occupancy Tax Ordinance, for any reason, the City shall not be obligated under this Agreement to pay any funds of the City to the Grantee. It is expressly agreed by the Parties that Grantee shall have no right or demand upon the City for funds payable under this Agreement if HOT funds are not available, for any reason.

- (g) Grantee shall carry general liability insurance with minimum coverage limits of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) for each occurrence and ONE MILLION AND NO/100 DOLLARS (1,000,000.00) cumulative. Said insurance policy shall name the City as an additional insured, and an insurance certificate evidencing coverage shall be filed with the City.
- (h) GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO GRANTEE'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO GRANTEE'S ACTS OR OMISSIONS, INCLUDING NEGLIGENT OR WILLFUL ACTS OR OMISSIONS BY GRANTEE OR ANYONE GRANTEE HAS ENGAGED TO PERFORM ANY PORTION OF THE SERVICES, GRANTEE'S BREACH OF THIS AGREEMENT, OR ANY CLAIM FOR TAXES THAT MIGHT ARISE OR BE IMPOSED DUE TO THIS AGREEMENT OR THE GRANTEE'S PERFORMANCE OF SERVICES HEREUNDER.
- (i) This Agreement shall in all cases be construed simply, as a whole, and in accordance with its fair meaning. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth below.

City

By: _____

Kent Myers, City Manager

Date: _____

Grantee

By: Ernie Roffler
Printed Name: Ernie Roeffler
Title: President / CEO
Date: 10/26/21



CITY COUNCIL MEMO

DATE: November 30, 2021
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: City Council Rules of Procedure

Summary:

The City Council Rules of Procedure sets the policies for how City Council meetings are conducted. The attached revised City Council Rules of Procedures includes an additional opportunity for public comments. It also includes new standards for decorum at Council meetings. These proposed revisions are based upon input from the City Council over the past two weeks.

Recommendation:

It is recommended the City Council review and discuss these proposed changes. Following any changes that are agreed on at the meeting it is recommended that the revised Rules of Procedure be approved.

Background / Analysis:

Recently there have been some disrespectful behavior displayed by a few citizens at our City Council meetings. This behavior has made it difficult for the City Council to conduct their required business which includes making key decisions for the betterment of the community. It is hoped that these changes will allow citizens to provide their input in a respectful non-confrontational way while also allowing the Council to conduct their business in a transparent, efficient, and timely manner.

Attachments:

The City of Fredericksburg

Current Rules of Procedure
Proposed Revised Rules of Procedure



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg



City of Fredericksburg

City Council Rules of Procedure

Section 1 – Rules

These Rules shall govern the procedures followed by the City of Fredericksburg City Council for the conduct of Council meetings and other Council activities pursuant to state law and the City Charter.

Section 2 – Open Public Meetings Act

The Council shall comply with the provisions of the Texas Open ~~Public~~ Meetings Act in the conduct of all meetings to which said Act is applicable.

Section 3 – Executive Sessions

The Council may discuss topics in executive session, which topics are specified in state law or relate to potential or pending litigation and are subject to attorney-client privilege. The City Attorney shall inform the Council whenever any proposed discussion in executive session is not legally allowed.

No member of the City Council, employee of the City or any other person present during executive session of the City Council shall disclose to any person the content or substance of any discussion which took place during said executive session, except during discussion of this issue in open meeting immediately following the executive session.

Section 4 – Work Sessions and Council Retreats

Special meetings designated as work sessions or Council retreats shall be advertised and conducted in the same manner as regular meetings. Work sessions and retreats are for the purpose of in-depth review and discussion of specified issues. Council actions shall not be taken at designated work sessions or retreats.

Section 5 – Quorum

At all meetings of the Council a majority of the Council members shall constitute a quorum for the transaction of business.

Section 6 – Attendance

Attendance via telephone conference call or video conference call – To participate in a meeting, all members of the Council shall be present, except that a meeting held by telephone conference call or video conference may be held if:

1. an emergency or public necessity exists within the meaning of Section 551.045 of the Government Code, and
2. the convening at one location of a quorum of the government body is difficult or impossible, and
3. the other requirements of Section 551.125 are met

Additionally, a member may attend a meeting via videoconference if a quorum of the government body is physically present at one location of the meeting, the proper communication equipment is available, and the other requirements of Section 551.127 of the Government Code are met.

Section 7 – Chair of the Council

The Mayor shall be the Chair of the Council and shall preside at all Council meetings. A Mayor Pro-Tem shall be selected annually at the first regular meeting of a new Council. In the absence of Mayor, the Mayor Pro-Tem shall preside. If neither the Mayor nor the Mayor Pro-Tem is present at a meeting, the presiding officer for that meeting shall be selected by a majority of the vote of those Council Members present, providing there is a quorum.

The Chair of the Council may vote on all matters coming before the Council and may offer seconds to motions.

The Chair of the Council shall state all questions coming before the Council, provide opportunity for discussion from the Council Member, and announce the decisions of the Council on all subjects. Procedural decisions shall be made by the Chair of the Council, who may request advice on such matters from the City Attorney.

Section 8 – Agenda

The City Manager shall prepare the agenda of business for all Council meetings. Topics may be added to the agenda:

1. When deemed appropriate by the City Manager
2. At the direction of the Mayor
3. As directed by at least two City Council Members

Every agenda action item must be supported by a written staff report informing the Council and staff of the issue, background and/or analysis, and recommendation and/or conclusion, unless the item is self-explanatory or unless the City Manager has waived this requirement. All written materials for the agenda shall be delivered to the City Secretary by ~~twelve o'clock noon of the Thursday 9 a.m. on the Wednesday~~ preceding the Council meeting. Except for announcements, late items that the City Manager does not receive by the stated deadlines shall not be considered by the Council except upon specific authorization of the City Manager.

Agendas will be made available to the public at least 72 hours prior to regular Council Meetings, work sessions or retreats, in the following ways:

1. A copy is placed on the City website at www.fbgtx.org
2. Copies are placed on the front counter at City Hall in the Utility Cashier services area
3. A copy is posted on the ~~front door~~ main entrance bulletin board at City Hall

Section 9 – Order of Business

The Mayor may determine the order of business for a particular City Council meeting. The agenda should be arranged to best serve the needs and/or convenience of the Council and the public. The items of business for regular Council meetings may include the following:

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Ceremonial Matters/Proclamations/Employee Recognition
5. Public Comment-Items on the Agenda: The Mayor will invite citizens to address the Council. In offering input, one should address the City Council and not the audience. All persons wishing to be heard are asked to give their names and whether or not they are a City resident. To allow the Council to complete its legislative agenda, comments should be limited to no more than 3 minutes per person. At the discretion of the Mayor, or upon vote of the Council, this time period may be lengthened or shortened. Following any public comment, the Mayor or any member of the City Council may direct staff to research the issue or concern raised by the public and report back to the Council. In addition, this concern can be added to the next Council agenda as specified in Section 8. The Council shall not deliberate or discuss issues raised in Public Comment if it was not listed on the agenda. Written comments may be submitted into the record of a Council meeting by presenting the written document to the City Secretary prior to the meeting and posted on the City website

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under Agendas. All written comments will be provided to the City Council prior to the meeting. If any speaker wished to provide documents to the City Council, they must provide 10 copies of the documents to the City Secretary prior to the start of the meeting.

~~, and by making copies of the same available to those in attendance, and a copy of the document will be provided to each Council Member, but the document will not be read aloud; or a document may be distributed to the City Council, with a copy to the City Secretary, by a speaker, while the speaker is addressing the Council.~~

~~4.6. _____ Consent Agenda~~

~~7. _____ Public Hearings~~

~~5.8. _____ Ordinances and Resolutions~~

~~6.9. _____ Other Considerations~~

~~10. Public Comments – Items Not Listed on the Agenda~~

~~7.11. _____ City Manager's Report~~

~~8.12. _____ Council Comments~~

~~9.13. _____ Executive Session~~

~~10.14. _____ Adjournment~~

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Section 10 – Voting

Each Council Member shall vote on all questions put to the Council unless a conflict of interest or appearance of fairness problem requires a Council Member to excuse him/herself, and the same shall be noted in the minutes.

Section 11 – Reconsideration of Previous Vote

The City Council may at times want to reconsider a vote previously taken. In order to proceed with reconsideration, a motion should be made for reconsideration and such motion should be voted on and passed by a majority of the Council before the agenda item can be discussed or reconsidered.

Section 12 – Decorum and Debate

When a measure is presented for consideration to the Council, the Mayor shall recognize the appropriate individual to present the matter. When two or more members wish to speak, the Mayor shall name the member who is to speak first. No member of the Council shall interrupt another while speaking except to make a point of order or privilege.

No Council Member shall be permitted to indulge in personalities, use language personally offensive, or use language tending to hold a member of the Council up to contempt.

No member of the public shall be permitted to conduct any verbal personal attack on the Mayor, any individual member of the Council, City Staff, or member of any City Board or Commission. Any such personal attack, or attempted personal attack, may be challenged with a point of order or the Mayor may interrupt an offending speaker to enforce this rule. The Mayor may prevent any citizen from addressing the Council who makes comments or provides documents during public comments portion of the Council meeting that are defamatory, whether slander or libel, rise to the level of disorderly conduct, incite a riot, or are considered a breach of the peace.

No member of the public shall be permitted

- a) To create loud noises, talking, shouting etc.;
- b) Demonstrating for or against the City Council or any speaker, issue, or presentations.
- c) Booing, hissing, foot stomping, parading, signing, or other disruptive inappropriate behavior.
- a)d) No wearing or holding of items that potentially impair the view of audience members.

Section 13 – Questions of Parliamentary Procedure

Questions of parliamentary procedure not covered by these Rules shall be governed by the 11th Edition of Robert's Rules of Order, Newly Revised (2011 Edition)

Section 14 – Notice of Public Hearings

Notice of all public hearings to be conducted by the City Council or any of its advisory boards and commissions shall be given by publishing written notice, as required by law, ordinance or other statute, or if there is not particular requirement, then at least once in the City's official newspaper prior to the date of the hearing.

Section 15 – Adoption of Ordinances

All City ordinances will require two readings of the City Council prior to adoption. However, in certain cases the Council may elect to waive the second reading and pass the ordinance as presented. Following the first reading of the ordinance, the Council will take one of the following options:

1. The City Council will waive the second reading to the ordinance and consider adopting it as presented.
2. The City Council will proceed with the second reading of the ordinance at the subsequent City Council meeting with any revisions made by the City Council during the first reading of the ordinance.

3. The City Council will schedule a public hearing at a subsequent City Council meeting to allow public comment on the proposed ordinances prior to the second reading and adoption of the ordinance.
4. The City Council will table the ordinance and provide staff with direction on one of the following options:
 - a. Submit the ordinance to other outside organizations or committees for review and comments prior to adoption.
 - b. Refer the ordinance to the next scheduled Council retreat for further discussion.
 - c. Instruct staff to make changes to the ordinance for further discussion at the next regular City Council meeting prior to the second reading of the ordinance being scheduled.
5. The City Council will disapprove the ordinance.

Passed and approved by the City of Fredericksburg City Council July 1, 2013

Amended by the City of Fredericksburg City Council February 3, 2014

Amended by the City of Fredericksburg City Council June 4, 2018

Amended by the City of Fredericksburg City Council June 7, 2021



CITY COUNCIL MEMO

DATE: November 30, 2021

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Moratorium on Short-Term Rentals

Summary:

At the request of Council Members O'Neill and Luckenbach, a moratorium for short-term rentals located in R-1 and R-2 zoning districts has been included for consideration at the next Council meeting. The Council members who have requested this agenda item will likely have additional information to present at the meeting to support their position. I also expect that the Council will want to get legal advice from the City Attorney during an Executive Session before acting on this item.

Recommendation:

It is recommended that the Council consider this request and seek legal guidance before making any decisions.

Background / Analysis:

Attachments:

The City of Fredericksburg



Department Approval


City Attorney Approval



City Manager Approval

The City of Fredericksburg



CITY COUNCIL MEMO

DATE: December 6, 2021

TO: Mayor and City Council

FROM: Andrea Schmidt, Director of Parks and Recreation

SUBJECT: Janitorial Services

Summary:

City Council approved additional funds in this year's budget across numerous departments to hire a janitorial company. This company is needed to help with some of the responsibilities of a city employee who is retiring after 50 years and to clean additional city facilities that do not currently have a janitorial plan.

A Request for Qualifications was advertised in October and November. A preproposal meeting was held in November in which three companies attended. Only one RFQ was submitted by JaniKing. They meet the qualifications needed to provide the cleaning services and staff is recommending we proceed with an agreement.

The initial agreement will be for one year with an option to extend one year. The current pricing is valid through September 30, 2022. At that time, the contractor will do their best to keep the current monthly pricing the same. We will have a chance to budget for any potential increases during the next budget process.

The services include an initial clean at several city facilities in addition to regular cleaning from several times a day to once a month depending on the location. The initial cleans will start in late December and the regular cleaning will start January 1, 2022.

The approximate approved budget for these services starting in January was \$125,347. The current agreement pricing for the remaining 9 months of the fiscal year is \$119,275.19 and within budget.

The City of Fredericksburg

Recommendation:

Receive and consider approving the agreement with JaniKing for janitorial services at City Facilities in the amount of \$119,275.19 for Fiscal Year 2022.

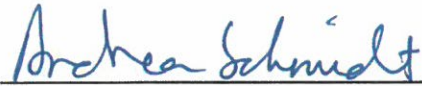
Background / Analysis:

Due to a long-time employee retiring, the City is in need of finding a janitorial company that can complete these duties starting in January. In addition, there are many city facilities that do not have janitorial services and are in need of regular cleaning.

Facilities that are included in this agreement include the following: City Hall, Annex 1, Convention and Visitors Center restrooms, the Consolidated Warehouse, Park Headquarters, the Marktplatz restrooms, Catering Kitchen and Fest room.

Attachments:

JaniKing Qualifications and agreement



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

Jani-King of San Antonio
1008 Central Parkway South
San Antonio, Texas 78232
(210) 495-5359
Fax: (210) 495-5374



Official Cleaning Company of The PGA of America

United States

Albuquerque
Atlanta • Austin
Baltimore • Baton Rouge
Birmingham
Boston • Buffalo
Charleston
Charlotte • Chattanooga
Chicago
Cincinnati • Cleveland
Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Huntsville
Indianapolis • Jackson
Jacksonville • Kansas City
Knoxville • Las Vegas
Lafayette/Lake Charles
Lexington
Los Angeles/Colton • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis • Mobile
Montgomery
Nashville • New Jersey
New Orleans
New York • Oakland
Oklahoma City • Orlando
Philadelphia • Phoenix
Pittsburgh • Portland
Raleigh/Durham • Reno
Rhode Island • Richmond
Sacramento
St. Louis • Salt Lake City
San Antonio • San Diego
San Francisco/Oakland •
Seattle
Southeast Mississippi
Tampa Bay • Tucson
Tulsa • Washington, D.C.

Australia

Belgium

Brazil

Canada

France

Great Britain

Hong Kong

Korea

Malaysia

Mexico

New Zealand

Portugal

Russia

Singapore

Spain

Taiwan

Turkey

November 24, 2021

Andrea J. Schmidt
City of Fredericksburg
126 W. Main Street
Fredericksburg, Texas 78624

Re: City of Fredericksburg and Jani-King of San Antonio

Dear Ms. Schmidt:

Thank-you for selecting Jani-King as the valued partner for the City of Fredericksburg Janitorial Services. We look forward to a long and mutually beneficial relationship that will allow residents, staff and visitors to be proud of City facilities.

As the recognized leader in facilities maintenance nationwide as well as Central and South Texas, Jani-King is prepared to work with your unique needs and present a plan that will provide outstanding service that is also cost effective.

This document contains the recommended service program for each facility and the overall impact on your 2022 budget.

All costs include:

- All Labor and Supervision
- All Chemicals and Cleaning Products
- All Equipment, and
- Comprehensive Insurance including:
 - General Liability
 - Workers' Compensation

We look forward to beginning a mutually beneficial relationship with **City of Fredericksburg**. Should you have any questions or need further information to make your decision, please contact me at (210) 495-5359.

Trusting we may be of service,

Ed Ferris

Ed Ferris
Regional Vice President
Jani-King of San Antonio
210-889-6334 cell

Doug Tresnak

Doug Tresnak
Regional Development Specialist
Jani-King of San Antonio
210-452-2426

**EXHIBIT A
INITIAL CLEAN FOR
CITY OF FREDERICKSBURG**

**CITY HALL, CITY ANNEX, PARKS & WATER, STREET DEPARTMENT
PARK HEADQUARTERS**

There will be a one-time charge of \$ SEE BELOW (tax not included) to provide the following services on or before _____ (not to exceed 30 days from the date of this Agreement):

FLOORS

- Hard Surface – Thoroughly sweep and mop all hard surface flooring, exercising care to get into corners and along edges.
- Carpet – Vacuum all carpeting, taking care to get into corners and along edges.
- Care will be exercised so that baseboards, walls, and furniture will not be splashed, marred, disfigured or damaged during these operations.

**OFFICES / LOBBIES / BREAKROOMS / FESTROOM / HALLWAYS / ELEVATOR / STAIRS /
CONFERENCE ROOMS / KITCHEN / TRAINING ROOMS**

- Thoroughly damp wipe vertical and horizontal surfaces, including desks, files, windowsills, tables, chairs, telephones and calculators.
- Dust keyboards and monitors.
- Perform all high dusting of light fixtures, air diffusers and door frames.
- Clean exterior of all appliances and interior of microwave.
- Clean and polish interior and exterior elevator doors.
- Dust and damp wipe walls and polish bright metal of elevators.
- Place stairways in a neat and orderly fashion.
- Wash trash receptacles with disinfectant.

RESTROOMS

- Scour and sanitize all basins, toilets & urinals, inside and out.
- Polish all bright work, attempting to remove lime and mineral deposits.
- Wash all partitions with an industry standard disinfectant.
- Wash trash receptacles, using a disinfectant.

☐ <u>CITY HALL</u> \$910.35	☐ <u>STRIP AND WAX CITY HALL VCT</u> \$ 224.00
☐ <u>CITY ANNEX</u> \$125.00	
☐ <u>PARKS AND WATER</u> \$490.00	☐ <u>STRIP AND WAX P/W VCT</u> \$1,573.60
	☐ <u>POWER SCRUB CERAMIC</u> \$ 118.00
☐ <u>STREET DEPARTMENT*</u> \$750.00	☐ <u>STRIP AND WAX VCT</u> \$ 992.00
	☐ <u>POWER SCRUB CERAMIC</u> \$ 125.00
☐ <u>ELECTRIC DEPARTMENT</u> \$250.00	☐ <u>POWER SCRUB CONCRETE/CERAMIC</u> \$ 512.50
☐ <u>PARK HEADQUARTERS</u> ... \$125.00	

*INCLUDES REMOVAL/REPLACEMENT OF BLINDS IN COMMON AREA/OFFICES

**FURNISHING TO BE MOVED AND REPLACED BY CLIENT

Client Signature

Jani-King Signature

**EXHIBIT A - 1
INITIAL CLEAN FOR
CITY OF FREDERICKSBURG**

**MARKET SQUARE CATERING/FEST ROOM, MARKET SQUARE
RESTROOMS, ADAMS STREET RESTROOMS, VISITOR CENTER
RESTROOMS**

There will be a one-time charge of \$ SEE BELOW (tax not included) to provide the following services on or before _____ (not to exceed 30 days from the date of this Agreement):

FLOORS

- Hard Surface – Machine scrub and rinse all hard surface flooring, exercising care to get into corners and along edges.
- Care will be exercised so that baseboards, walls and furniture will not be splashed, marred, disfigured or damaged during these operations.

**OFFICES / LOBBIES / BREAKROOMS / FESTROOM / HALLWAYS / ELEVATOR / STAIRS /
CONFERENCE ROOMS / KITCHEN / TRAINING ROOMS**

- Thoroughly damp wipe vertical and horizontal surfaces, including desks, files, windowsills, tables, chairs, telephones and calculators.
- Perform all high dusting of light fixtures, air diffusers and door frames.
- Clean exterior of all appliances and interior of microwave.
- Wash trash receptacles with disinfectant.

- ☐ MARKET SQUARE CATERING AND FEST ROOM \$ 225.00
- ☐ MARKET SQUARE AND ADAMS STREET RESTROOMS..... \$ 425.00
- ☐ POWER SCRUB RESTROOM WALLS AND FLOORS..... \$ 365.00
- ☐ VISITOR CENTER RESTROOM..... \$ 425.00
- ☐ POWER SCRUB VISITOR CENTER RESTROOM WALLS AND FLOORS..... \$ 365.00

Client Signature

Jani-King Signature

*3% Additional Convenience Fee for Credit Card Payments – No Fee for Checks or Automatic Draft

EXHIBIT B

REGULARLY SCHEDULED CLEANING FOR CITY OF FREDERICKSBURG: CITY HALL, ANNEX, MARKET SQUARE CATERING, PARKS & WATER, STREET DEPT, PARK HQ, ELECTRIC DEPT, MARKET SQUARE RESTROOMS, ADAMS STREET RESTROOMS

NAMED AREAS				
Lobbies, Offices, Breakrooms, Restroom, Conference Rooms, Kitchen, Training Rooms				
Restrooms – Including Market Square and Adams Street Facilities				
GENERAL CLEANING SERVICES	Per Svc.	Weekly	Monthly	Periodic
1. Empty Trash & Take to Collection Point (Wipe)	✓			
2. Thoroughly Dust / Damp Wipe Horizontal Surfaces	✓			
3. Dust / Damp Mop Hard Surface Floors	✓			
4. Vacuum Carpeting	✓			
5. Clean Entrance Metal/Glass & Remove Fingerprints	✓			
6. Clean Exterior of Appliances & Interior of Microwaves				
7. Inspect & Pickup Building Entrance	✓			
8. Remove Fingerprints/Marks from Light Switches	✓			
9. Remove Fingerprints/Marks from Door Frames	✓			
10. Clean & Polish Interior & Exterior Walls of Elevators	✓			
11. Dust & Damp Wipe Walls & Polish Bright Metal of Elevators	✓			
12. Clean Stairwell Entry Doors	✓			
13. Keep Stairwells in a Neat & Orderly Fashion		✓		
14. Thoroughly Dust / Damp Wipe Vertical Surfaces		✓		
15. Spot Clean Partition Glass		✓		
16. Dust Window Blinds / Sills			✓	
17. Vacuum Upholstered Furniture			✓	
18. Complete High Dusting not covered in 2, 14 above			✓	
RESTROOM CLEANING SERVICES				
1. Stock Towels, Tissue & Hand Soap	✓			
2. Clean & Polish Mirrors	✓			
3. Wipe Towel Cabinets	✓			
4. Clean & Disinfect All Toilets & Urinals Inside & Out	✓			
5. Scour & Sanitize all Basins & Showers	✓			
6. Polish All Bright Work	✓			
7. Dust Partitions, Mirrors & Frames	✓			
8. Remove Splash Marks from Walls Around Basin	✓			
9. Mop & Rinse Restroom Floor with Disinfectant	✓			
10. Disinfect and Deodorize Floor Drains			✓	
ELECTROSTATIC DISINFECTANT SPRAY - OPTIONAL				
1. Electrostatic Disinfectant Spray of MS/Adams & Visitor Center Restrooms				AN
2. Electrostatic Disinfectant Spray of All Touch Surfaces				AN
PERIODIC FLOOR CARE				
1. Power Scrub of MS/Adams & Visitor Center Restrooms		✓		
2. Spray Buff Hard Surface Flooring as appropriate				M
3. Strip and Wax VCT Flooring				A
SPECIAL INSTRUCTIONS				
* Jani-King Will Provide Cleaning Products & Equipment. *				
* Client Will Provide Restroom Products / Paper Goods / Liners at all locations, except CVB Restrooms*				
CVB Restroom Products will be provided and billed separately until a baseline can be established				
* All items indicated with a ✓ will be serviced at the corresponding frequency. *				

Initials _____

**EXHIBIT C
PRICING SCHEDULE**

**City of Fredericksburg
126 W. Main Street
Fredericksburg, Texas 78624**

FISCAL 2020 BUDGET IMPACT: (October 1, 2021 – September 30, 2022)

RECOMMENDED SERVICES:

INITIAL CLEAN	\$ 8,000.45*
CVB RESTROOM CONSUMABLES (estimated).....	\$ 9,000.00**
GENERAL JANITORIAL SERVICES.....	\$ 102,274.74***

TOTAL FISCAL 2020 BUDGET IMPACT	\$ 119,275.19
--	----------------------

- * Billed upon completion of services
- ** Billed Monthly based on usage
- *** Billed monthly and itemized by location for cost allocation

OPTIONAL SERVICES – provided and invoiced as needed

ELECTROSTATIC DISINFECTION	D7 COVID DISINFECTION
CARPET CLEANING	WINDOW CLEANING
POWER WASHING	APPLIANCE INTERIOR

(Tax Not Included)
(Tax Certificate must be on file for Tax Exempt Organizations)

*3% Additional Processing Fee for Credit Card Payments – No Fee for Checks or Automatic Drafts

Client Signature

Jani-King Signature

Print Name/Title

Print Name/Title

JANI-KING® MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Jani-King of San Antonio ("Jani-King") and City of Fredericksburg ("Client").

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the _____ day of _____, 20_____.
- 1.2. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin.
- 1.3. Jani-King will provide the services described in Exhibit B ("Regularly Scheduled Services") to the "Named Areas" which are defined in Exhibit B.
- 1.4. The Services shall be performed at the location(s) listed on Exhibit B of this Agreement.
- 1.5. Jani-King agrees to provide the Service to the Named Areas times per week on the days circled:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King personnel's exposure to hazardous or harmful materials located in the Named Areas.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit C, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibits A and D, and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made advance if it deems Client to be a credit risk.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and employees of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- 4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party. In the event the defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification to the non-terminating party of the failure to satisfactorily cure.

the defect. In the event the second notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received and approved within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written

4.3. In the event Client terminates this Agreement for any reason other than non-performance, as described above, Client agrees to pay, as liquidated damages, an amount equal to the total minimum sum stated in the Pricing Schedule multiplied by the number of months remaining under this Agreement.

4.4. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change.

5. GENERAL PROVISIONS

5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.

5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.

5.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.

5.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this ____ day of _____, 20____.

Jani-King of San Antonio	<u>City of Fredericksburg</u> Client Name
_____ Signature of Jani-King's Authorized Agent	_____ Signature of Client's Authorized Agent
_____ Print Name/Title	_____ Print Name/Title
_____ Signature of Regional Vice President	Billing and Notice Address of Client:
_____ Print Name/Title	City of Fredericksburg 126 W. Main Street Fredericksburg, Texas 78624
Notice Address for Jani-King:	Phone: 830-997-7521
1008 Central Parkway South San Antonio, Texas 78232	



CITY COUNCIL MEMO

DATE: December 6, 2021

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: Marktplatz paver replacement

Summary:

The pavers and some of the limestone areas at Marktplatz have been deteriorating over the last decade. The winter storm earlier this year caused this process to be sped up. Currently there are trip hazards on the Square due to this deterioration. Funds were included in this year's budget to replace approximately half of the pavers and the worst areas of limestone. The paver project budget is \$250,000 and the limestone budget replacement is \$50,000.

An invitation for bids was advertised in November and at the pre-bid meeting, 3 companies attended. Only one bid was submitted by the advertised time. Tuscany Pavers LLC bid \$6.80 per square foot for the pavers and \$25.00 square foot for the limestone. Marktplatz has been sectioned off into four quadrants. Quadrant 1 and most of 2 should be completed with this first phase.

The contractor plans to order the pavers in December. These typically take about 6 weeks to arrive on site. The contractor has agreed to do sections at a time so the sidewalks can be open on the weekends. Phase I of this project will be completed no later than August 31, 2022.

Funds will need to be included in next year's budget to complete the last two quadrants of Marktplatz.

Recommendation:

Consider approving the Tuscany bid for \$6.80 ft² for pavers and \$25.00 ft² for limestone replacement at Marktplatz not to exceed \$300,000.

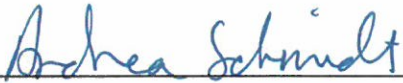
The City of Fredericksburg

Background / Analysis:

The current pavers at Marktplatz are clay and susceptible to freezing water damage. The new pavers will be concrete and should not crack during winter freezes. These new pavers will match the pavers along Austin Street where we do not have damage. Various sections of limestone are also in poor condition while some sections have held up well. Slate was considered as an option but there is not a slate product which would be close to matching the existing stone. Slate is porous like the existing stone and degrades from UV light. The best solution is to replace the existing damaged area with the dense limestones and seal the stone surface each year before the freeze/thaw season

Attachments:

Tuscany Pavers LLC bid, Marktplatz quadrant map



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

Bid Prices

Bid Item	Description	Unit	Estimated Quantity	Unit Bid Price	Total Item Bid Price
1	Removal of existing pavers: The total amount for furnishing all labor, materials, tools, equipment, and incidentals required for removal and disposal of existing pavers in accordance with the general specifications.	SF	1,000	\$1.00	\$1000.00
2	Installation of concrete pavers: The total amount for furnishing all labor, materials, tools, equipment, and incidentals required for the installation of concrete pavers in accordance with the general specifications.	SF	1,000	\$5.80	\$5800.00
A. SUBTOTAL BID AMOUNT					
Six thousand Eight hundred No Dollars and Cents			\$ 6,800.00		
3	Add/Deduct Cost Item: The total amount for furnishing all labor, materials, tools, equipment, and incidentals required for the Removal and Installation of limestone block in accordance with the general specifications.	SF	100	\$25.00	\$2,500.00

TOTAL BID AMOUNT (LINE ITEMS 1 through 2 + LINE ITEM 3)

Nine thousand three hundred Dollars AND NO cents.

_____, \$(9,300.00)

(Use words)

(Use figures)

Tuscany Pavers LLC

BID TO REPLACE PAVERS AT MARKTPLAZ^T REFERENCES

Marktplatz Paver Project
City of Fredericksburg
Attn: Andrea Schmidt
126 W Main St
Fredericksburg, TX 78624

References list of local Jobs.

Stan Klein, AIA, NCARB
Architect & Preservation Consultant
405 W. Live Oak
P.O. Box 209
Fredericksburg, TX 78624
830.456.6018

MARC G CHASE / PRESIDENT
5865 E Hwy 290 Fredericksburg, TX 78624
830 304-3000 office | 512 845-6967 cell
Baron Creek Vineyards

Vicky Buck, Owner
708 W. Main St
Fredericksburg TX 78624

Scott Felder, Owner
Augusta Vin
512-461-9672

Garrett Lindholm
Tuscany Pavers LLC
512-947-2705
tuscanypaversllc@gmail.com

813 Glorieta Lane
Georgetown, Texas 78628
Website: tuscanypaversaustin.com
Phone: (512) 947-2705
Email: tuscanypaversllc@gmail.com
Prepared by: Garrett Lindholm - Owner

DATE	11/18/2021
QUOTE #	451
	COF
VALID UNTIL	1/1/2022

City Of Fredericksburg
126 W Main St
Fredericksburg, TX 78624
Attn: Andrea Schmidt

- * Purchase Order/Tax Exemption/Special Order forms preferred prior to release of material for production.
- * Estimated Duration: tbd **(Weather Pending)
- * N/A Buyer is responsible for engineering/pre-ordered quantities & encouraged to perform their own take-off.

	UNIT PRICE	QUANTITY	TOTAL
a)Tuscany Pavers will supply labor and material for demo and removal of 36750 square feet of pavers along Main St and Adams Street in all of Unit 1 and remaining footage in Unit 2.	6.80	36,750	249,900.00
[Labor @ \$/hr]			-
[Parts]			-

Subtotal	\$	249,900.00
Taxable	\$	-
Tax rate		8.250%
Tax due	\$	-
Other	\$	-
TOTAL	\$	249,900.00

1. Customer will be billed after indicating acceptance of this quote
2. Payment of 50% preferred prior to commencement of work quoted
4. Payment of 50% remaining balance will be due when work is complete
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

X _____
Print Name: _____

**If you have any questions about this price quote, please contact
Garrett Lindholm - (512) 947-2705 - tuscanypaversllc@gmail.com**

Thank You For Your Business!

813 Glorieta Lane
Georgetown, Texas 78628
Website: tuscanypaversaustin.com
Phone: (512) 947-2705
Email: tuscanypaversllc@gmail.com
Prepared by: Garrett Lindholm - Owner

DATE	11/18/2021
QUOTE #	452
	COF
VALID UNTIL	1/1/2022

- * Purchase Order/Tax Exemption/Special Order forms preferred prior to release of material for production.
- * Estimated Duration: tbd ** (Weather Pending)
- * N/A Buyer is responsible for engineering/pre-ordered quantities & encouraged to perform their own take-off.

a) Tuscany Pavers will supply labor and material for demo and removal of 2000 square feet of Limestone that is failing and reinstall new limestone with matching mortar and seal.

[illegible]

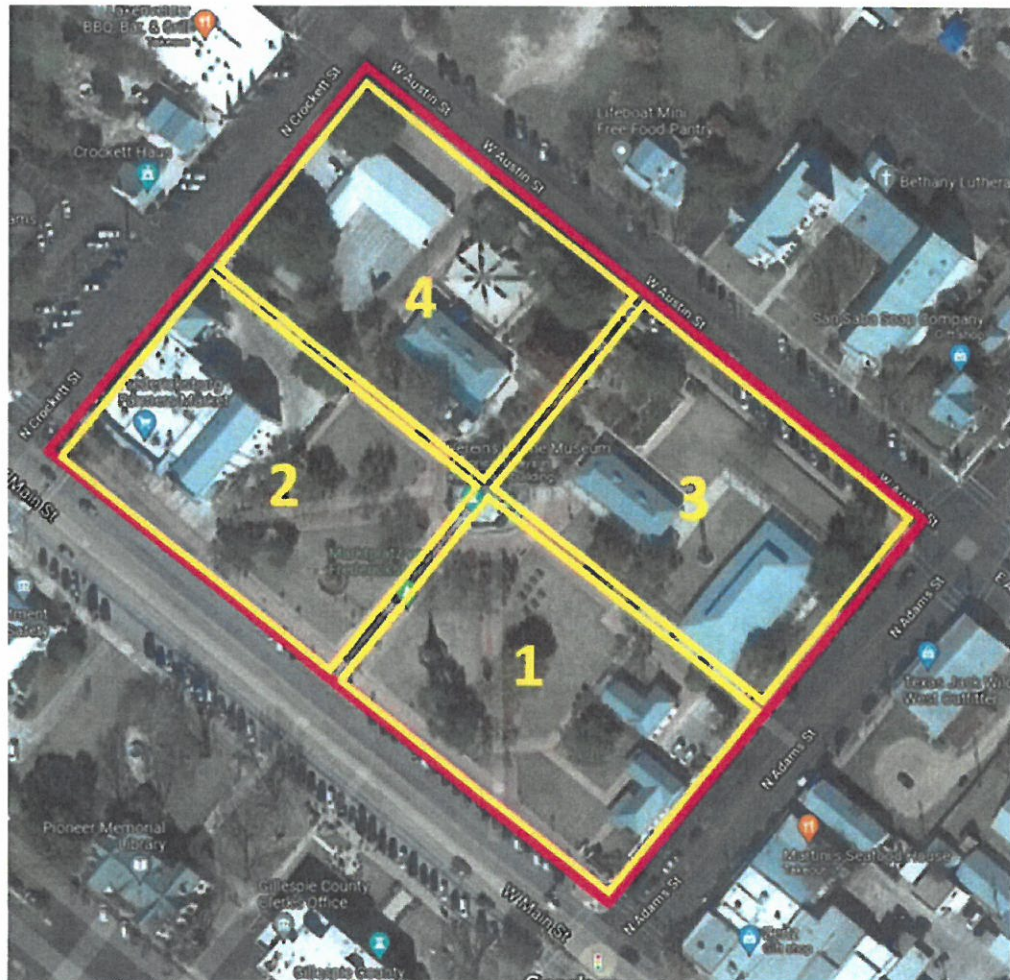
Subtotal	\$	50,000.00
Taxable	\$	-
Tax rate		8.25%
Tax due	\$	-
Other	\$	-
TOTAL	\$	50,000.00

1. Customer will be billed after indicating acceptance of this quote
2. Payment of 50% preferred prior to commencement of work quoted
4. Payment of 50% remaining balance will be due when work is complete
3. Please fax or mail the signed price quote to the address above

x _____
Print Name: _____

**If you have any questions about this price quote, please contact
Garrett Lindholm - (512) 947-2705 - tuscanypaversllc@gmail.com**

Agenda Packet Page 72





CITY COUNCIL MEMO

DATE: December 6, 2021

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: Pool plaster project

Summary:

During the winter storm earlier this year, pumps were damaged at both pools. The water level in the pools decreased and was not chemically balanced for approximately three months. Once the pools opened, staff noticed sections of plaster were missing. These spots became worse and larger over the course of the summer. The insurance adjuster does not think the winter storm caused the damage.

Funds were included in this year's budget in the amount of \$343,808 to make repairs. An invitation for bids was advertised in November and at the pre-bid meeting we had 3 companies attend. Three bids were submitted ranging from \$210,000 to \$397,778.

Staff spoke to the low bidder and checked references and are comfortable moving forward with them. There is a high probability that additional issues could be found during the project which will be handled by change orders.

The contractor will order materials in December so work may begin in early 2022 and be completed no later than April 30, 2022. This will give us time to prepare for the summer season which starts Memorial Day weekend.

Recommendation:

Consider approving the bid from Interpool Inc. for plaster replacement at both swimming pools for \$210,000..

The City of Fredericksburg

Background / Analysis:

The insurance company sent an engineer to inspect the pools to try and determine what caused the damage. They believe it was due to some original installation issues and not the winter storm.

Initially we were also going to replace all the tile at Park Pool. At the pre-bid meeting all companies agreed to bid on not replacing the tile and wait to see if any is damaged and only replace what is needed. This will not be known until the plaster is removed and the tile may be inspected. There will be funds to cover these change orders as needed.

Attachments:

Interpool Inc. bid



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

BG Interpool, Inc.
P.O. BOX 680125
San Antonio, TX 78268



Estimate

ADDRESS

Andrea Schmidt
City of Fredericksburg
126 W. Main St.
Fredericksburg, TX 78624

ESTIMATE # 1531

DATE 11/18/2021

EXPIRATION DATE 01/18/2022

JOB NAME

Pool Plaster Project

ACTIVITY

AMOUNT

Interpool Inc. will complete all work in accordance to bid specifications "Pool Plaster Project City of Fredericksburg", and all related bid documents or manufacturers suggested instructions; which ever will comply with manufacture warranty requirements.	210,000.00
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****All information contained herein is property of Interpool Inc. for use of budgeting purposes. All work above must be performed by Interpool Inc. the designer to insure all Local and State codes are met to the strictest of standards. Addition information and specifications can be supplied through the submittal process.****

All work will meet the Texas Department of Health's requirements for public swimming pools.

All materials will be NSF certified.

Price includes all labor, materials, and clean up.

All work to be completed under the supervision of a Certified Pool Operator and a licensed Texas Appliance installer.

Interpool Inc. is not responsible for permits, bonding water pipes, electrical wiring, landscape, or gas lines unless specifically stated.

All work includes a 30 day warranty.

Contract is void after 60 days

SUBTOTAL	210,000.00
TAX	0.00
TOTAL	\$210,000.00

Accepted By

Accepted Date



INVITATION TO BID & BID SPECIFICATIONS: Replaster Pools at Park Pool and Town Pool

The CITY OF FREDERICKSBURG "OWNER" will receive sealed BIDS for the POOL PLASTER PROJECT until 2:00 pm local time on Friday, November 19, 2021, at the City of Fredericksburg City Hall, 126 W. Main Street, Fredericksburg, Texas 78624. The BIDS shall be sealed and addressed to:

Pool Plaster Project
City of Fredericksburg
Attn: Andrea Schmidt
126 W. Main St.
Fredericksburg, TX 78624

Bids will be received at the above address until 2:00 pm Central Standard Time, on November 19, 2021, and shortly thereafter the bids will be opened publicly and read aloud in the City Hall Conference Room.

Park Pool is located at 432 Lady Bird Drive, Fredericksburg, TX 78624. This pool is approximately 350,000 gallons and divided into two sections by a bulkhead. The Leisure Pool reaches 4 feet in depth and the Lap and Diving Well Pool reaches 11 feet in depth. The pool was last plastered in 2014.

Town Pool is located at 105 W. Travis Street, Fredericksburg, TX 78624. The Leisure Pool reaches 5 feet in depth and is approximately 150,000 gallons and the Wading Pool reaches 1 foot in depth and is approximately 1,500 gallons. The pool was last plastered in 2013.

The Pool Plaster and Tiling Projects will include the following requirements:

1. All work must be done in accordance with guidelines set forth by the National Plasterers Council. (www.npconline.org) Contractor should be prepared to support all assertions that work is being done in this manner either in writing or by providing pictures to Owner.
2. Work shall be completed by April 30, 2022.
3. Provide list of all subcontractors providing workers to the project at the pre-construction meeting and provide updated list as changes occur.
4. Contractor is responsible for obtaining any necessary permits. City permit fees will be waived but are still required.
5. Pool Plaster and Tiling Scope

- The Owner will drain the pool and remove the pool lane and diving well dividers. Any additional water including rainwater that may collect during the project will be the responsibility of the contractor to remove.
- Contractor shall properly remove, store, and reinstall accessibility equipment to allow for normal pool operations such as, but not limited to, chair lifts, ladders and rails fixed to the pool deck.
- Contractor will replace all bulbs and gaskets and verify all pool lights are operable on completion of the project.
- Shall include all labor, material, equipment including all boom rentals and any other necessary incidentals needed to complete the installation.
- Installation of all material and workmanship shall be per the manufacturer's specifications.
- Full strip of all existing plaster as required per plaster manufacturer's recommendation.
- Cover all drains and inlets to prevent any and all debris from entering pool piping during the duration of work and protect surfaces from overspray.
- Prepare pool surface for new plaster by removing all covers, fittings, lights and existing tiles. Contractor will double saw cut around all perimeter tile, lights, returns, main drains, lane lines. During the reinstallation process existing fittings and covers will be replaced with new covers and hardware.
- Contractor is responsible for removal and proper disposal of all construction debris from jobsite. A portable dumpster will be allowed at each site for the duration of work at that site, with a location agreed upon in writing.
- Prep and install new plaster per code. The finish plaster shall have a smooth and uniform finish. Provide thickness as acceptable to industry standards 3/8" to 1/2" in thickness to maintain warranty. Install plaster per manufacturer's specifications. Replaster the pool in Quartz or Dimond Bright based plaster product similar to existing plaster. Plaster color to be selected by Owner.
- The new pool surface shall be fully cured to manufacturer's specifications prior to refilling the pool. The contractor will notify the Owner when the pool can be refilled.
- Refilling of the pool and the chemically balancing of the pool will be by the Owner. Contractor will provide and add preliminary start up tech specialty chemicals to aid with plaster debris removal. Contractor will be involved with the cure process for a minimum of 28 days in accordance with guidelines set forth by the National Plasters Council's "Swimming Pool Start Up Procedures".
- Contractor to clean out plaster debris, brush/maintain new finish as necessary to ensure smooth blemish-free finish, for a minimum of one week or until all "dust" is removed.
- Contractor will notify when the cure phase is complete and when wheeled vacuuming can begin. If preferred by contractor, owner staff can be responsible for plaster debris removal once cure process allows for wheeled vacuuming to continue.
- Maintain site security throughout the project by locking gates when not onsite.
- Respond and communicate promptly with Owner. Emails and phone calls should be returned no later than 2 business days later.
- Provide a 2-year written warranty covering against any plaster delamination and cover any necessary repairs due to discoloration found during the cure phase (28 days in accordance with guidelines set forth by the National Plasterer's Council's "Swimming Pool Start-Up Procedures". Warranty shall cover both material and labor. Contractor will be on premises to address warranty claims within 48 hours of notification and schedule the repairs to suit the Owner's schedule.

- A final walkthrough will include inspection of the pool areas for debris and damage found at the job sites, including concrete chipped or damaged from the dumpster placement, and loading or unloading of materials.
- All measurements listed are approximates Contractor shall confirm all measurements prior to submitting a formal bid.
- Contractor will have 60 days to complete the project and will be under contract that could enforce a \$250 per day penalty if timeline is not met.

Park Pool Leisure Pool

- Sand/Hydro blast to remove any loose or flaking to allow new plaster to bond properly.
- Rebar bleeding: All areas in the pool shell where rust is apparent due to rebar bleeding into the plaster should be vertically cut down a minimum of (2) inches into the gunite and horizontally out of a minimum of six (6) inches in all directions (roughly a square foot), and if the offending rebar cannot be removed then an appropriate and approved epoxy sealant should be applied to the rebar to prevent future staining prior to re-filling the hole and leveling the area with matching grade materials or better. Bids will need to include # of spots identified in the Leisure Pool.
- Install new transition tile with chemical resistant grout across width of the pool. Tile color to be selected by Owner.
- Install step tiles with new per code, with chemical resistant grout. Tile color and design to be selected by Owner.
- Replace drain covers in pool.
- Replace plastic wall steps.

Park Lap Pool and Diving Well

- Remove all and exiting surface to allow new plaster to bond properly.
- Remove and Replace all racing lines with new 12" Wide (3" x 3" Tiles) racing lanes and wall targets. Blue Racing lanes will run East/West and Black will run North/South.
- Replace Transition tiles with new that extend the length and width of the pool.
- Replace strip of tile with new and install depth markers with new in the waterline between Plaster and gutter, with chemical resistant grout.
- Replace drain covers in pool
- Replace plastic wall steps

Town Pool and Wader Pool:

- Sand/Hydro blast to remove any loose or flaking to allow new plaster to bond properly.
- Install step tiles with new, per code with chemical resistant grout.
- Replace all floor inlets in both pools.
- Replace drain covers in pools.
- Replace plastic wall steps.
- Replace all wall suction with new.
- A new splashpad is in the planning phase to be installed at Town Pool location by mid-May 2022. Some coordination may need to take place if both projects are underway at the same time to ensure projects are completed by the deadlines.

Bidding and contract documents may be examined or obtained electronically starting on Wednesday, October 13, 2021, on the City's website at www.fbgtx.org.

References and Qualifications

The contractor shall provide a list of three references with phone numbers. The contractor shall provide insurance covering \$1 million per incident with the City named as an additional insured.

General Conditions.

The project will be awarded based on the total price of installation within the timetable provided. The successful bidder shall provide the name and phone number of a supervisor dedicated to the installation. The successful contractor shall identify the number of personnel that will be provided to perform this installation and an anticipated work schedule. After awarding the contract, work orders and/or purchase order will be issued to the contractor to complete the renovations, per the details in the bid specifications.

The City of Fredericksburg reserves the right to waive irregularities and to reject bids. In case of ambiguity or lack of clearness in stating the prices in any BID, the OWNER reserves the right to determine which BIDS are the lowest and/or best, and to award the contract on this basis.

A mandatory pre-bid conference will be held Thursday, November 1, 2021, at 10:30 AM, starting at Town Pool (105 W. Travis St.). Following the initial conference at Town Pool a site visit will be conducted at Park Pool at Lady Bird Johnson Municipal Park (432 Lady Bird Lane). Any questions must be received by 4:00 pm, Friday, November 5, 2021. Answers to questions will be posted on the City's website under the bid announcement by 4:00 PM on November 12, 2021.

###

City of Fredericksburg
Pool Plaster Project questions and answers:

1. Is the project completion 60 days or April 30th? **April 30th**
2. Will there be liquidated damages? **No**
3. Will Bid, Payment, Performance Bonds be required? **No**
4. Please specify the style of toe tiles for stairs. **Bullnose**
5. Please specify if removal of in wall ladder treads is required? **No, unless they are found to be damaged or are damaged during plaster removal. This can be done as a change order if needed.**
6. Will the plaster manufacturer preparation/application recommendation suffice? **Please follow the National Plaster Council's recommendations.**
7. Will the City provide a local site to dispose of construction debris? **Yes**
8. Will the existing competition tile lines remain in place? **Yes, unless soft spots are discovered. Double cut and chip away along the tile 6-8 in to flush back out to the tile.**
9. Will a standard white marcite plaster (marble/Portland) be acceptable with 3-year warranty?
No, replaster the pool in Quartz or Diamond Bright based plaster.



CITY COUNCIL MEMO

DATE: December 6, 2021

TO: Mayor and City Council

FROM: Andrea Schmidt, Parks & Recreation Director

SUBJECT: LBJ Park restroom and shower replacement

Summary:

One of the restroom and shower facilities in the RV Pecan Loop area at LBJ Park is decades old and in very poor condition. In addition, it is not ADA accessible. During the budget process \$300,000 was approved in the Parks budget to replace one of these restroom and shower facilities.

A Sourcewell quote, contract #081721-CXT, was received from CXT Concrete Buildings for a precast building for \$238,856. 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 LBJ Park upper camping area last year. It is a precast building that is built off site and will be placed by a crane. The new restroom will include four separate restroom and shower rooms.

Recommendation:

Consider approving the CXT Concrete Building restroom and shower quote for LBJ Park for \$238,856.

Background / Analysis:

It will take approximately 120 days for the restroom to be built once the order is placed. The demolition of the existing restroom will be completed by City staff. The pad site and utility connections will be

The City of Fredericksburg

accomplished by the contractor. The remaining budgeted funds of will be used to build a sidewalk around the new restroom facility after installation, adding some heating, final connection costs and any incidentals. The total project should come in under budget.

Attachments:

CXT Concrete Buildings Sourcewell quote, Restroom floor plan



Department Approval



City Manager Approval



City Attorney Approval



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 Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 643343, Pittsburgh, PA 15264-3343

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1019282233 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. 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 1-½% 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.

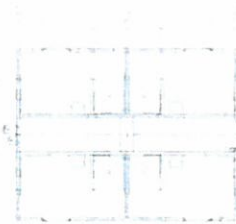
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 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.



Navajo 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

Navajo 20' x 26'

Price
per unit

Click to
select

141,027.00

Added Cost Options:

Final Connection to Utilities		\$	3,500.00	☒	3,500.00
(per section)	Optional Wall Texture -choose one	☐ Split Face Block (\$3,500) ☐ Struck Trowel (\$3,500) ☒ Stone (\$5,000)		Reset Wall Texture	10,000.00
	Optional Roof Texture -choose one	☒ Delta Rib			6,000.00
	Insulation / Heaters (per section)	Qty: 4	\$	18,500.00	☐ 0.00
	Stainless Steel Water Closet (each)	Qty: 4	\$	950.00	☐ 0.00
	Stainless Steel Lavatory (each)	Qty: 4	\$	600.00	☐ 0.00
	Electric Hand Dryer (each)	Qty: 4	\$	700.00	☒ 2,800.00
	Electronic Flush Valves (each)	Qty: 4	\$	750.00	☐ 0.00
	Electronic Lavatory Faucets (each)	Qty: 1	\$	650.00	☐ 0.00
	Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	\$	3,600.00	☒ 3,600.00
	Coin Operated Shower Control (each)	Qty: 4	\$	2,000.00	☐ 0.00
	Bill Changer (each)	Qty: 4	\$	5,000.00	☐ 0.00
	Skylights (each)	Qty: 4	\$	450.00	☐ 0.00
	Marine Grade Skylight in Restroom (each)	Qty: 4	\$	1,600.00	☐ 0.00
	Fiberglass Entry and Chase Doors and Frames (each)	Qty: 5	\$	1,700.00	☐ 0.00
	Tile Floor in Restroom (per section)	Qty: 2	\$	3,000.00	☐ 0.00
	2K Anti-Graffiti Coating (per section)	Qty: 2	\$	3,500.00	☐ 0.00
	Timed Electric Lock System (2 doors - does not include chase door)	Qty: 2	\$	2,500.00	☐ 0.00
	Exterior Frostproof Hose Bib with Box (each)	Qty: 1	\$	450.00	☒ 450.00
	Paper Towel Dispenser (each)	Qty: 4	\$	200.00	☐ 0.00
	Toilet Seat Cover Dispenser (each)	Qty: 4	\$	100.00	☐ 0.00
	Sanitary Napkin Disposal (each)	Qty: 4	\$	75.00	☐ 0.00
	Baby Changing Station (each)	Qty: 4	\$	500.00	☒ 2,000.00
	CXT Wastebasket (each)	Qty: 4	\$	150.00	☐ 0.00
Total Cost of Selected Accessories from Accessories Price List:					\$ 28,350.00
Engineering and State Fees:					\$ 3,400.00
Estimated One-Way Transportation Costs to Site (quote):					\$ 12,400.00
Custom Options: Xtra Crane Costs—8 hr min, Final connection—1 addtl section, Site Prep—See Ex A last page (\$46,679)					\$ 53,679.00
Total Cost per Unit Placed at Job Site: (excludes all taxes)					\$ 238,856.00

Estimated monthly payment on 5 year lease \$4,801.01

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	} Can only be used as bottom texture.
Split Face Block	T Board & Batt	
Stucco/Skip Trowel	Brick	
		B Napa Valley Rock
		River Rock
		Flagstone

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

Door Opener Options:

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

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:



, Inc. an L.B. Foster Company

EXHIBIT "A"

Quote: BV—11.23.2021—Reuller

Job Name: Navajo Shower/ Restroom Bldg Site Work__LBJ Pecan Orchard--Fredericksburg TX

Scope:

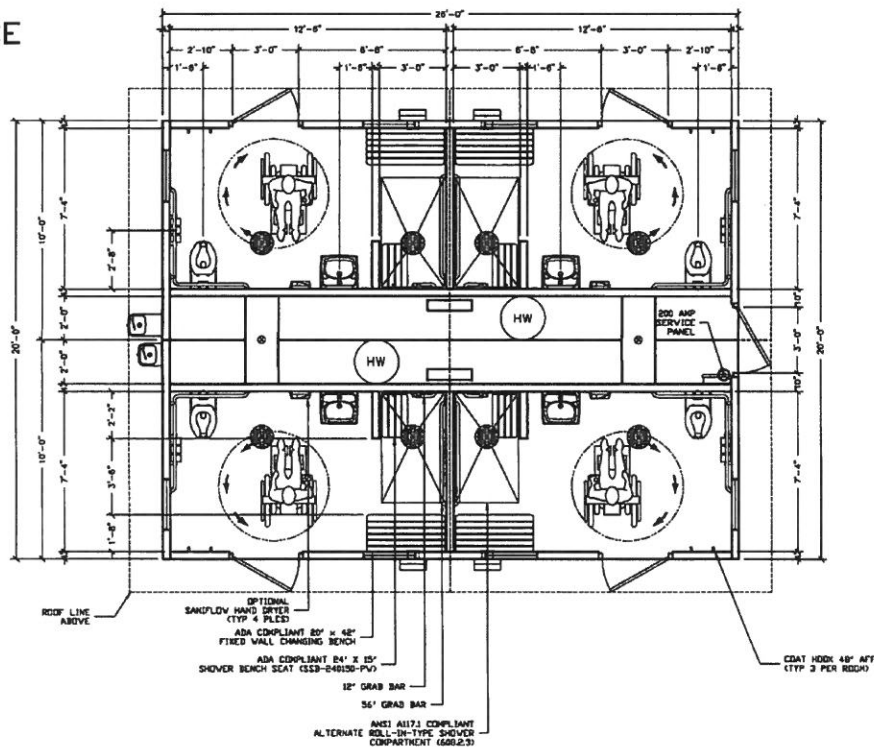
- Construct 6" gravel based on grade pad to CXT spec for CXT Navajo Flush/Shower building.
- Includes plumbing and electrical utilities in gravel pad to CXT spec.
- Elevation benchmark must be marked on site prior to construction.
- Gravel based pad constructed on current natural grade.
- Does not include any subgrade preparation.
- Includes utilities run out to 5' from pad.
- Utilities schedule 40 PVC for sewer and copper for water to CXT spec.
- Full install must be ordered.
- Does not include connecting main utilities to pad utilities.
- Includes 1 mobilization and demobilization.
- Change orders must be approved within 24 hours if necessary.
- Owner must have site ready prior to construction.
- CXT not responsible for incidental damage to surrounding landscape.
- Quote good for sixty (60) days

Notes:

- Price does not include the following customer responsibilities;
 - Owner responsible for all concrete work
 - Does not include any evaluation/charges for access issues for crane and/or truck
 - Owner responsible for survey.
 - Owner responsible for geotechnical services.
 - Owner responsible for all locates for building.
 - Owner responsible for any and all permits.
 - Does not include any retaining walls.
 - Does not include any provisions for archeological occurrence.
 - Main utilities to building must be marked and clearly identified.
 - Main utilities must meet CXT specifications for CXT Flush building.
 - Change orders must be approved within 24 business hours.

3808 N. Sullivan Road, Building #7
Spokane, WA 99216
Phone: 509.921.8766 • Fax: 509.928.8270
Toll Free: 800.663.5789
Email: info@cxtinc.com • www.cxtinc.com

FOR
REFERENCE
ONLY



NOTE: PLUMBING COMPONENTS ARE SHOWN FOR GENERAL ARRANGEMENT ONLY. SEE SHEETS H-27 THRU H-29 FOR COMPLETE SYSTEM DESCRIPTIONS.

CXT
Precast Products

PROJECT
KAYAKO
CIT BUILDING BUILDING

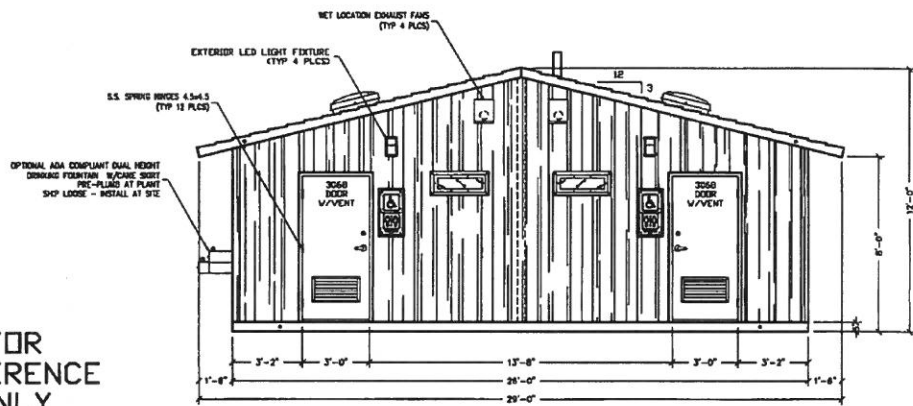
DATE
10/1/2018

DESIGNED BY
CHECKED BY
APPROVED BY

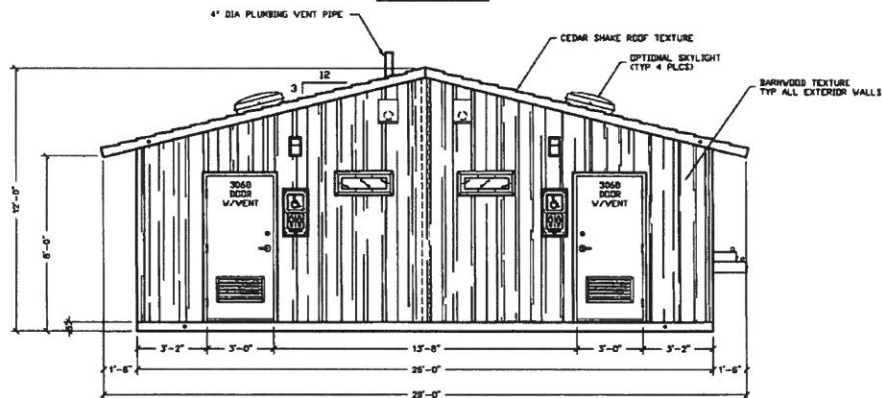
FLOOR PLAN

SHEET
N-03

FOR
REFERENCE
ONLY



FRONT ELEVATION



REAR ELEVATION

CXT
Precast Products

KAYAK FLUSH / SHOWER
CXT BRACING BUILDING

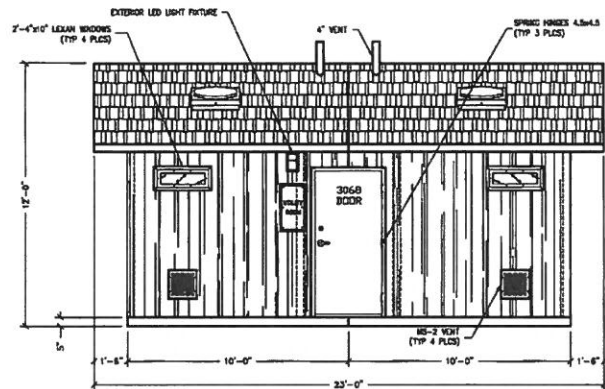
NAME
The information contained herein is proprietary and the
exclusive property of CXT Precast Products. This information
shall not be used for any other purpose without the written
consent of CXT Precast Products. The user shall assume all
liability for any use of this information. CXT Precast Products
is not responsible for any errors or omissions in this
document or any of its drawings or specifications.

REV	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/1/2020
2	REVISED	10/1/2020
3	REVISED	10/1/2020
4	REVISED	10/1/2020
5	REVISED	10/1/2020
6	REVISED	10/1/2020
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8	REVISED	10/1/2020
9	REVISED	10/1/2020
10	REVISED	10/1/2020

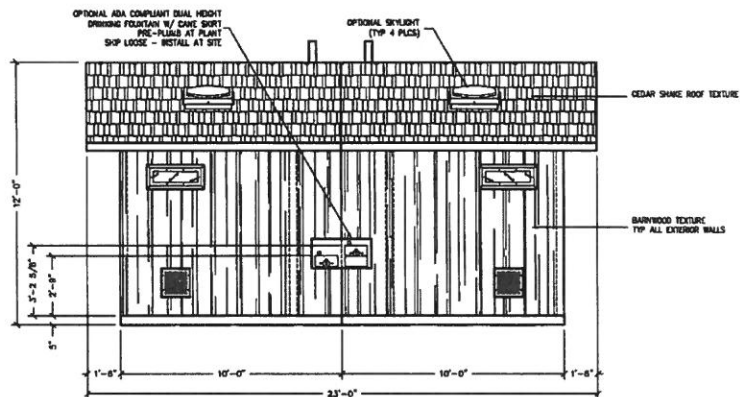
BUILDING ELEVATIONS

DATE: 10/1/2020
SHEET: 04
REV: 04

FOR
REFERENCE
ONLY



RH SIDE ELEVATION



LH SIDE ELEVATION

CXT
Precast Products

HAWAII FLOOR / SHOWER
CXT SHOWER BUILDING

NOTE

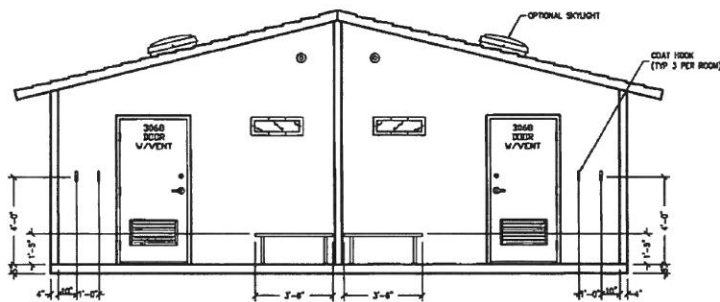
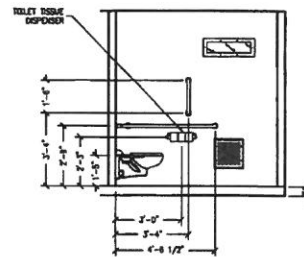
The information contained herein is preliminary and the final design shall be the responsibility of the architect. The information is provided for reference only and shall not be used for construction without the approval of the architect. The information is provided for reference only and shall not be used for construction without the approval of the architect.

REV

BUILDING ELEVATIONS

DATE: 11/11/2011

BY: N-05



	
Precast Products	
Model # KAWAJI FLUSH / SHOWER CXT STANDARD BUILDING	
NAME 	
The following information is required for the proper installation of this product. Please provide the following information to be used by the engineer or architect for the structural design of the building. This information is to be provided to the engineer or architect by the owner or the architect. This information is to be provided to the engineer or architect by the owner or the architect.	
GWT (pounds per square foot) 	
SFT (square feet) 	
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TOTAL AREA (square feet) 	
TOTAL VOLUME (cubic feet) 	
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TOTAL AREA (square feet) 	
TOTAL VOLUME (cubic feet) 	
TOTAL PERIMETER (feet) 	



CITY COUNCIL MEMO

DATE: 11-29-2021

TO: Mayor and City Council

FROM: Lynn Bizzell

SUBJECT: Fredericksburg Fire EMS Contract Billing.

Summary:

.Fredericksburg Fire EMS currently performs in house billing of all EMS responses that meet our billing regulations. Due to the increased call volume and the stringent regulation of Insurance companies, Medicare and Medicaid. The staff has researched different EMS billing options. The volume of billing has reached a point that one person cannot keep up with the workload. Instead of hiring additional personnel to keep up the demand staff has researched additional options to perform the task. After speaking with other EMS Services and visiting with contract billing companies, staff would like to propose contracting the service to a third party. The contract service will perform our billing to customers for a percentage of revenue collected. Contracting our EMS billing will prevent us from hiring additional personnel and attending workshops and conferences that are required to keep up with the changing requirements for EMS services and billing requirements. We will continue to provide information and collect information for the contract service from our staff.

Recommendation:

.Staff recommends contracting with Emergicon for Fredericksburg Fire EMS Medical billing.

Background / Analysis:

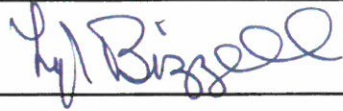
The City of Fredericksburg

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

A representative from Emergicon will be attending the City Council meeting to answer any questions.

Attachments:

Proposal attached.



Department Approval



City Manager Approval

The City of Fredericksburg

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



EMERGICON
emergency medical billing

Proposal to Fredericksburg Fire & EMS



Proposal for EMS Billing & Collection Service

Primary Contact:

Brant Stovall, CCMT-P
Client Development Director
bstovall@emergicon.com



EMERGICON
emergency medical billing

Proposal for EMS Billing & Collection Service
Fredericksburg Fire Department

April 13th, 2021

Fredericksburg Fire & EMS
124 West Main Street
Fredericksburg, TX 78624

It is a pleasure to provide a proposal for EMS Billing & Collection Services. EMERGICON is a Dallas-based company whose sole business is the billing and collections of ambulance fees for emergency and non-emergency claims.

EMERGICON was founded to help EMS providers improve their collections while maintaining compliance. We serve as more than a billing contractor by becoming a true partner for each client. We manage documentation, compliance, and changes in the law as well as payer relationships—far beyond a simple billing role. Many billing companies become complacent over time, but we maintain an unwavering focus on bettering the lives of our clients, the taxpayers that support cities, and the patients transported within them.

Our 160+ clients readily attest to our commitment to providing the highest level of service and record-setting cash collections. Over the past 14 years, ***we have increased reimbursements for every one of our Texas clients.*** We look forward to doing the same for the City. Based on our experience, knowledge, and proven process for EMS billing and collections, we will be able to return a higher percentage and higher cash collections.

<i>Anticipated annual cash collection increase</i>	<i>\$100,000.00</i>
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Our exclusive focus on Texas allows us to specialize in the nuances of Texas billing and collections. At the same time, our local presence allows us to personally know and interact with the clients we serve. We would embrace the opportunity to show the City *the EMERGICON difference.*

Thank you in advance for considering our proposal. We hope to speak with you soon to discuss EMERGICON's qualifications and ability to partner with the City.

Sincerely,

Brant Stovall

Brant Stovall, CCEMT-P
Director of Client Development
[972\) 602-2060 x 446](tel:9726022060) (office)
[817\) 691-6469](tel:8176916469) (cell)



Proposal for EMS Billing & Collection Service
Fredericksburg Fire Department

The EMERGICON Difference

How does EMERGICON deliver these significant, measurable results year after year? We attribute our success to the following competitive advantages:

- **We are experts in Texas EMS billing and collections.**

As a Dallas-based company, **EMERGICON speaks Texan**. Our Texas-based employees are experts in Texas EMS billing because we only serve Texas EMS providers. Each state has its own rules regarding EMS billing, so by specializing in Texas, we ensure full familiarity with the intricacies of requirements within Texas. We draw on this expertise to avoid improperly filed claims and optimize our clients' reimbursements and collections.

- **We rely on human claims reviewers—not computers**

We devote more resources to the aspects of EMS billing that truly make a difference - payer research and claims follow up. Most EMS billing companies cut corners on key aspects of their service, either by outsourcing functions overseas or by relying too heavily on technology and attempting to automate payer research and claims follow-up. Such shortcuts result in poor outcomes, namely higher write-offs, poor cash collections, and dissatisfied patients. EMERGICON's success lies in our ability to avoid such mistakes. EMERGICON's highly qualified staff is committed to conducting payer research that gets the bill to the correct payer with complete and accurate patient information, and following up every 30 days on open claims. **We use humans—not computers—to read and code EMS charts, ensure that every claim and payer response is complete and accurate, and pursue each of those claims for maximum reimbursement.**

- **We provide superior service and transparency.**

Our 160+ clients across the state of Texas continue to be our best referral source. They attest to our commitment to the highest level of service and record-setting cash collections. We provide each of our clients with 24/7 online access to view claim status and our billings and collections performance. Additionally, we provide our clients with Executive and Management Summaries that highlight claims activity and are ready to present to your City Council.

- **We use the industry's best technology.**

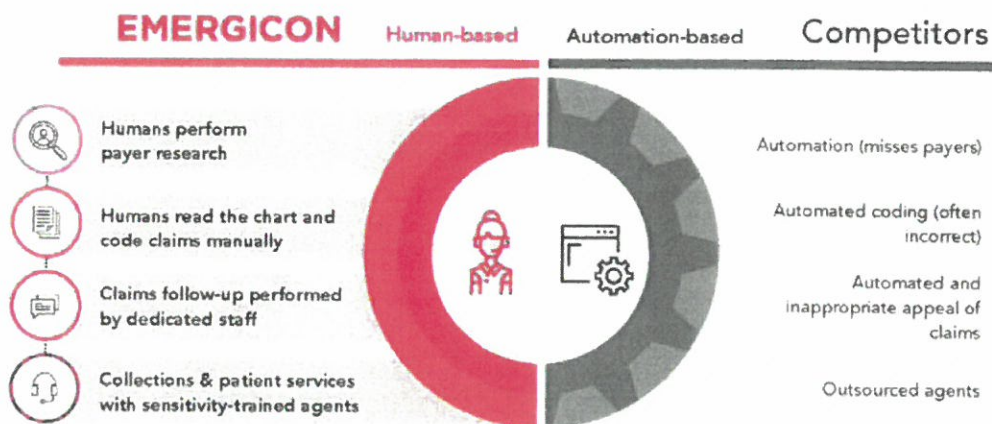
EMERGICON works seamlessly with **ESO Solutions** and other leading ePCR vendors. In addition, EMERGICON is a Platinum partner with **ESO Solutions** (www.eso.com) and we use their billing suite to process claims. As a Platinum partner, we receive access to ESO discounts that we would be happy to pass along to the City if desired.



EMERGICON
emergency medical billing

EMS Billing Built for Texas

Emergicon is the largest Texas-owned and Texas-based emergency medical service billing company in the state.



Emergicon uses humans, not automation, because EMS occurs in imperfect circumstances. Automation is actually more expensive and less efficient than human agents.

	7.0% Commission fees	4.9% Commission fees
Gross Charges	\$3.25M	\$3.25M
Cash Collections	\$1.5M	\$1.23M
Client Net Collections (after commission fees)	\$1.4M	\$1.16M
Total Cost of Collections	\$105K	\$60K + \$270K = \$330K (Commission) (Net cash collections)

- Better cash collections
- Reduced patient complaints

- Appears cheaper / poor results
- Increased patient complaints

emergicon.com



EMERGICON
emergency medical billing

Proposal for EMS Billing & Collection Service
Fredericksburg Fire Department

Staying current on Medicare/Medicaid changes

Emergicon's process to stay current on Medicare/Medicaid changes is less about process and more about culture—this is our business and we make it a priority to stay current. In addition to maintaining memberships with the relevant councils and associations listed above, we also pursue ongoing education by attending conferences (such as PWW's ABC3 conference), webinars, recurrent training, and off-site training events. We place such a high value on educational training that we sponsor an educational conference for our clients. We pass relevant information to our clients through newsletters, emails, phone calls, seminars, and face-to-face meetings.



Billing Processes

Emergicon's billing process begins after the patient transport is complete and the chart is completed, closed, and locked. Run sheet (ePCR) data imports into Emergicon's ambulance billing software. Emergicon uses ESO Billing Software. This software is based on GAAP financial principles, is HIPAA compliant, and integrates seamlessly with ESO Solutions ePCR Suite. Each billing specialist work with two monitors, one with the ESO Billing software and the other monitor with the patient chart in print preview format. The reason that Emergicon's billers work with two monitors in this way is that, while it is technically possible to import every field of the ePCR to the billing software (as most billing companies do), there are many notes in the documentation that need to be reviewed by human eyes. For example, any mark on a signature line will register as a positive signature upon import. However, Emergicon looks to verify that a signature was obtained, and honorifics are correct, rather than just a mark on the electronic signature line.

Emergicon utilizes several tools to ensure that we have correct and current insurance information. A common mistake by EMS billing agencies is to rely on the patient to provide insurance information. This is problematic for a number of reasons.

Emergicon interfaces with many payers electronically including Medicare, Medicaid, Aetna, Blue Cross, and UnitedHealthCare. Further, we utilize two different skip tracing programs to capture current data on each patient transported. Lastly, Emergicon works with local receiving hospitals to identify patients who are transported as a "John or Jane Doe."

After a claim imports, the claim is manually reviewed to identify ALS, BLS, Resident, Non-resident, In District, Out of District, and Refusals. The claim is then coded, payer research is performed, the claims is electronically billed, and monitored for payment.

Billing process workflow

Emergicon uses an approach to billing claims that focuses on accuracy the first time the bill is sent and systematic follow-up. Accuracy is a key component of good billing, from documentation in the field, to capturing the correct Medicare number, to coding and billing.

Emergicon is routinely engaged to perform analysis of other billing companies, which has allowed us to further identify potential weaknesses in the billing process. As a result of experience and ongoing analysis, Emergicon has what we can prove to be the very best billing process that maximizes collections. Emergicon proposes to bill all known payers, including Medicare, Medicaid, Commercial Insurance, Auto Insurance, Workers Compensation, and Attorney pays.

Step One: The Emergicon billing process begins immediately after runs are imported by Emergicon personnel from the department's ePCR system. Emergicon's ESO Billing Software time and date stamps any records and then imports the claims into our systems. All dates are verified and compared to any available patient log for the day.

Step Two: Face sheets, payer information, demographics, or other missing data is requested from the receiving facility by fax or mail depending on the preferred method of the receiving facility. If information is not received within 24 hours, an Emergicon staff member calls the facility. If information is not received within 48 hours, the request is resent and an Emergicon staff member calls the facility.

Step Three: Each claim is reviewed, coded, and billed electronically through the MD Online clearinghouse. The only claims not billed electronically are Medicaid, which are billed via the internet directly to Medicaid. This process provides reimbursement on the claims in the following check cycle, which is one week, reducing risks of denials and getting immediate payment status.

Step Four: Follow-up and claim analysis

Medicare: Clean Medicare claims will pay by electronic remit in fourteen days. On the fifteenth day, any unpaid Medicare claim is reviewed and compared to other claims sent in the same batch. Medicare is called, the status of the claim is obtained, and the claim is appealed or refiled as necessary.

A Medicare co-pay statement is issued to patients for their 20% patient responsibility.

Commercial Insurance: Commercial insurance claims typically take thirty-five to forty-five days to pay. Proper claim submission is confirmed as part of the electronic billing process. If forty days have passed with no payment, an Emergicon staff member calls the commercial payer and status of the claim is checked. If the claim is still processing, an Emergicon staff member will talk to a live person at the insurance company. Emergicon staff have the experience in communicating with commercial insurance carriers to decrease delays in payment from them. Texas Department of Insurance regulations cite specific claims processing rules which, if not met, are punishable by fines and restitution by insurance carriers. Emergicon's staff skills, experience, and attention to detail enables reduction in claims waiting to pay and ensure prompt pay laws are followed, thus increasing cash flow exponentially.



Proposal for EMS Billing & Collection Service
Fredericksburg Fire Department

Medicaid: Emergicon's process of filing Medicaid claims online and immediately giving a paid or denied status prevents these claims from sitting on an A/R, which increases risk for filing and appeal deadlines. If a claim is filed online and a denied status is received, the claim can be immediately appealed online or the following Friday when the remit is available.

Private Pay: Private pay patients are sent a Private Pay statement within five days of the date of transport, requesting insurance information and notifying them of the balance due.

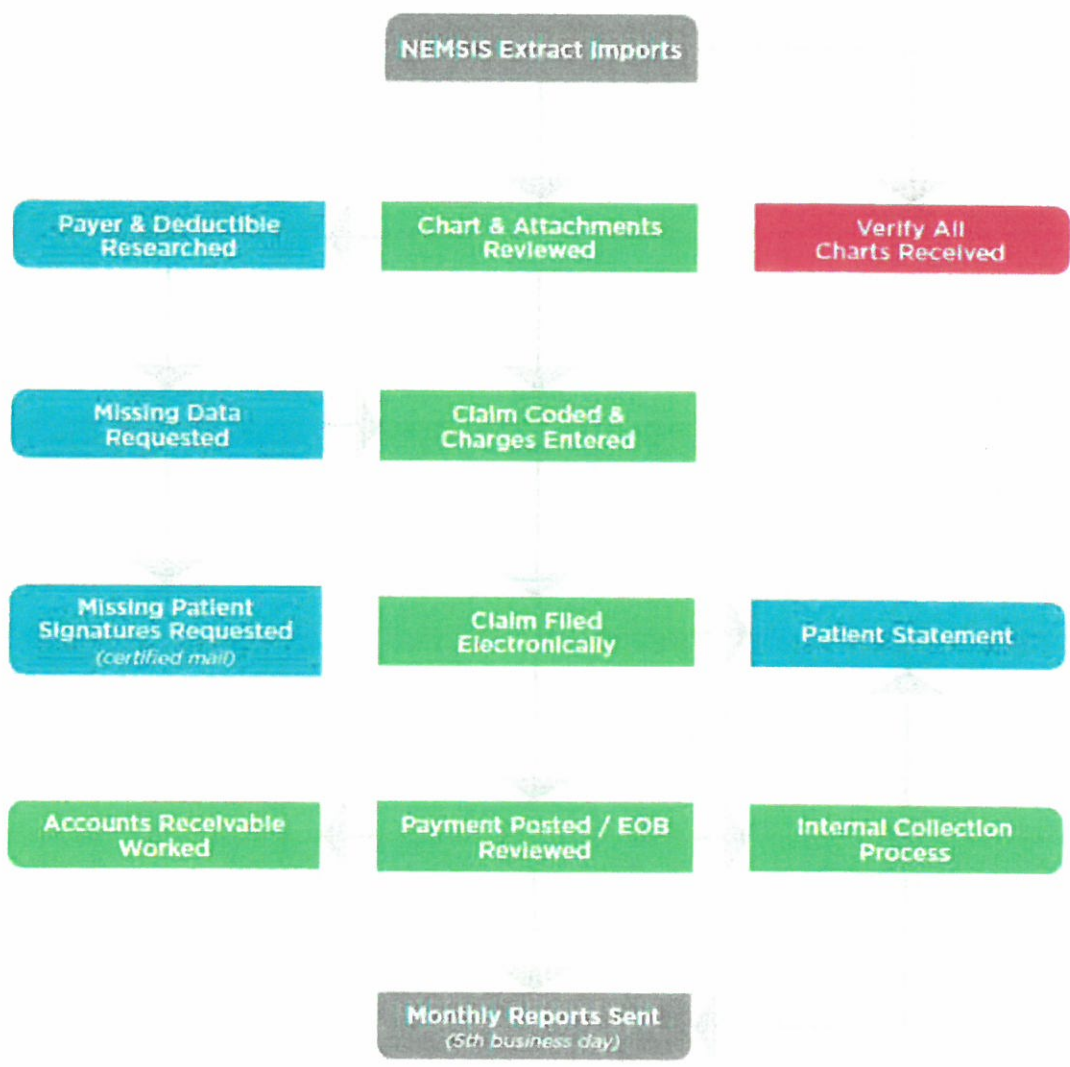
Step Five: Claim payments, explanation of benefits, and remittance advices are reviewed daily from the lockbox. Claims are reviewed for denials, low pays, and no pays. Medicare and Medicaid pay from the approved federal and state schedules. As payments are posted, the contractual allowance (the difference between the charge and the allowable amount per federal law) is posted for Medicare and Medicaid accounts. The patient will have received an Explanation of Benefits by the time the patient statement is received and understand their obligation for payment.

A common mistake made by billing companies is to accept payment by commercial insurers and post the difference between the charge and the payment, less any co-pay, to contractual allowance as is done with Medicare and Medicaid. At Emergicon, low pays are identified as less than 100% of charges by commercial insurance.

Low pays and no pays are followed-up with by phone with the commercial insurance payer and appealed over the phone. This often results in a second payment in fourteen days from the patient's insurance, thereby reducing the burden on the patient.

In addition to the multiple CQI processes mentioned earlier, all denied claims are routed to Emergicon's Director of Quality Assurance/Quality Improvement. This manager reviews the denials, makes notations, and visits with the biller on why the claim was denied. This process allows for ongoing education, tracking of denials by biller, denial code (reason), and changes in payer methodology. It is common to see payers make adjustments, not only in the policies they offer, but the way that they adjudicate claims. This is always done in an effort to reduce payments of claims, particularly to non-contracted providers.

Claims Billing Process



Claims Recovery & Customer Service Processes

The ability to implement and utilize an effective follow-up process makes the difference between achieving an average collection rate and an outstanding collection rate. Emergicon's follow-up process is known as Claims Recovery. Claims Recovery is a continuous and ongoing review of outstanding claims to make sure that they are properly paid and resolved. Claims Recovery has been so successful that it is a separate service offered by Emergicon. The cities of Baytown, Beaumont, Flower Mound, Lewisville, and Odessa have contracted for Claims Recovery Services and have achieved record cash collections. By applying Claims Recovery inward to our Billing clients, the benefit is simple – it is far less expensive to perform billing correctly the first time than to redo it later.

Emergicon firmly believes that the patients transported are Midlothian Fire Department patients and **Emergicon is simply an agent to the EMS department**. This means that we follow the department's policies in every respect of collections. Further, it means that our staff are trained to recognize that Midlothian Fire Department demands the utmost respect when dealing with their residents and patients. As part of our ongoing training at Emergicon, we routinely audit and listen to recorded calls between our staff and patients. From this audit process, we are able to provide feedback to our staff on their professionalism and accuracy. These recorded calls are available at any time to our clients.

Contacting patients is difficult and costly. Emergicon utilizes standard tools, like skip tracing, to track down patients with balances. Emergicon offers as many payment options as possible including credit card, check by phone, and an online payment portal. Emergicon takes a soft collection approach, with the understanding that a patient utilizing ambulance services may have many medical issues or even death in the family. That said, Midlothian Fire Department has direct costs associated with providing ambulance service and is due the monies owed.

Invoices are remitted every 30 days to patients with open account balances. Time pay patients continue to receive statements until their account balance is resolved. Private pay patients receive statements until the account is written off or sent to collections (per the department's guidance). Additionally, we target "frequent flyer accounts" for telephone follow-up to attempt to establish payments plans or payment by credit card.

Patients are offered multiple options to contact Emergicon. Emergicon provides two convenient phone numbers: 877-602-2060 and 972-602-2060, as well as an e-mail address (billing@emergicon.com) for patients. Customer Service Representatives are available 8:00 a.m. to 5:00 p.m. to assist patients. Emergicon willingly accepts checks by phone, debit, and credit card payment from patients to facilitate prompt payment.

Lastly, Emergicon will gladly work with any walk-in payment locations of the department's choosing and has developed an online payment portal through www.Emergicon.com/paymybill.

Questions about your ambulance bill?  EMERGICON emergency medical billing Contact EMERGICON at questions@emergicon.com or by calling 877.602.2060 or 972.602.2060 You can also pay your bill online at www.emergicon.com	¿Preguntas acerca de su cobro de ambulancia?  EMERGICON emergency medical billing Contacte questions@emergicon.com o llamando al 877.602.2060 o 972.602.2060 También se puede pagar su cobro en línea www.emergicon.com
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Compliance Examination

EMERGICON complies with all applicable federal, state, and local laws and regulations as they apply to the services provided. These include the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act, and Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transaction Act of 2003. EMERGICON's full Compliance Plan and Red Flag Rules are available upon request.

We maintain the confidentiality of all medical and patient information in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Please note that EMERGICON can fulfill medical records requests made on behalf of our clients with our dedicated medical records staff.

EMERGICON keeps abreast of the latest changes in healthcare billing and maintains a pulse on the industry. We also offer annual compliance training to our clients at events throughout the year with our contracted legal firm, [Page, Wolfberg, and Wirth](#), The National EMS Industry Law Firm®.

Reports

EMERGICON provides complete transparency and full recordkeeping for all services performed, including invoicing, statement and dunning letter processing, and EMS fee collections and remittance. We maintain documentation of all services performed, billing phone calls, and all financial data.

Our clients can log into EMERGICON's online system to gain real-time run information 24/7. Authorized City representatives may use this system to view current runs for a set time period. If you are not able to find the answers that you seek from the web, we are also available to assist via phone or email. Clients also have a dedicated 24-hour client hotline for after-hours access to an EMERGICON manager.



EMERGICON provides clients with 24/7 access to real-time data through our web reports portal. The City will be given login credentials and will be able to access reports whenever and wherever desired.

EMERGICON also provides monthly close reports that are available by the 5th business day of the month. Monthly collections reports are available by the 15th calendar day each month. These monthly reports comprise the following:

- Balance Summary
- Executive Summary
- Monthly Charge Report
- Monthly Credit Report
- Monthly Credit Detail
- Aged Accounts Receivable
- Payor Activity Summary
- Invoice Summary

We provide annual reports identifying trends over a 12-month timeframe, either based on the calendar year or the City's fiscal year timeframe. These annual reports include management summaries that discuss the previous fiscal year and provide analysis for our clients' leadership team, as well as various reports typically used for auditing purposes.

We typically provide reports as .pdf files to ensure the content remains static, giving clients peace of mind that the data has remained unedited. We will provide reports in additional formats (e.g., .xls, .xlsx, .pp, .csv) upon request at no additional charge.

Staff Qualifications and Experience

EMERGICON's superior service stems not only from the team's focus on Texas-specific EMS billing practices, but also from the experience of the leadership team. EMERGICON's professionals have nearly 100 years of combined experience in EMS and medical billing and coding.

Leadership Team

Below we have provided brief profiles for the members of our leadership team.



Christopher Turner, MHA - Founder, President and CEO

Christopher is a Texas native with a Master's degree in Healthcare Administration from Texas State University. He has extensive experience in healthcare financial management and has specialized in pre-hospital emergency management for more than 25 years. He has additional experience in emergency medicine, having been a director at EmCare and UnitedHealthCare, and CFO for CareFlite.



Travis Autery, MBA, CACO, CADS - Operations Leader

Travis is a Texas native with a master's degree in Business Administration from Dallas Baptist University. He has served in leadership roles within the U.S. military both as a member of the U.S. Army EOD and as a civilian contractor. His specialty is QA/QI (quality assurance/quality improvement) and tactical processes.



Brant Stovall, CCEMT-P - Director of Client Development

Brant Stovall brings 33 years of experience to EMERGICON. Brant has a distinctive combination of skills, having served as a paramedic—both ground and air transport—and also working on the sales and account management side of EMS services. Along with company management, he oversees EMERGICON's expansion efforts.

Stovall earned his paramedic certification from Weatherford College. He also holds certifications in Advanced Cardiac Life Support Instructor, Basic Trauma Life Support Instructor, Basic C.P.R. Instructor, Pediatric Advanced Life Support, Neonatal Resuscitation Provider and as a Critical Care Paramedic (UMB). Brant's knowledge of emergency services, sales, and marketing, make him a perfect fit for EMERGICON.



Seth Coussens, MBA - Technology Leader

Seth has more than 15 years' experience in the technology sector. Seth is also a veteran of the United States Army and served six (6) years of active duty as a Captain in the Infantry. Today, he serves as EMERGICON's Technology Leader, a role in which he leads IT and Analytics. Seth holds a bachelor's degree from Iowa State and an MBA from St. Thomas in Houston.

Professional Affiliations and Certifications

EMERGICON is a member of the Texas EMS Alliance, the Texas Ambulance Association, and ACA International (The Association of Credit and Collection Professionals). EMERGICON is also a bonded collection agency (#5245495) in the State of Texas.

EMERGICON encourages and invests in ongoing education and training for staff members. Many of our staff members are certified by the National Academy of Ambulance Compliance (NAAC). These certifications include Certified Ambulance Coder (CAC), Certified Ambulance Compliance Officer (CACO), and Certified Ambulance Documentation Specialist (CADS). For details about these certifications specific to the ambulance industry, please visit <https://www.ambulancecompliance.com/content/certification>.

Continuing Education for Staff and Clients

At EMERGICON, we believe that our employees are the firms' key strength. We work diligently to provide professional development opportunities for our staff as we continually improve our processes. We frequently send staff members to the Texas EMS Conference, Texas Ambulance Association conference, Texas EMS Alliance, ESO Wave, and NAAC's abc360 conference so that we can stay abreast of best practices and developments in the industry.

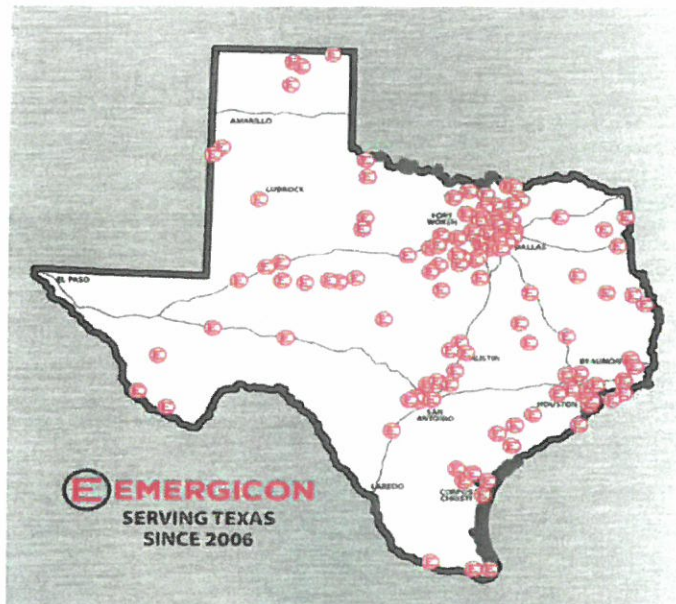
Alongside our focus on continuing education for staff, we also pursue client education. We routinely reach out to clients to ensure there are no outstanding questions or concerns. We offer additional training and resources for our clients as needed at no additional cost.

EMERGICON also offers an annual *Education by the Sea Conference* in collaboration with Port Aransas EMS. All clients are welcome to attend this event, which provides documentation training and continuing education credits. For more information about the conference, please visit <https://emergicon.com/education-by-the-sea/>.

References

Bulverde- Spring Branch Fire & EMS 353 RODEO DR SPRING BRANCH, TX 78070-6257 Implementation Date: October 1, 2015 Chief of Operations- Mark Southwell 8302284200 mark.southwell@bsb911.com	Bexar County District 7 Fire & Rescue 11615 Galm Road San Antonio, TX 78254-9506 Implementation Date: March 1, 2019 EMS Lieutenant – Julian Maldonado 210-688-2600 emsofficer@d7fr.org
Converse Fire & EMS 602 Topperwein Road Converse, TX 78109-2242 Implementation Date: July 1, 2019 Fire Chief– Luis Valdez 210-658-8900 lvaldez@conversetx.net	Bexar County District 2 Fire & Rescue 7045 Old Talley Road San Antonio TX 78253 Implementation Date: June 1, 2019 EMS Chief – Walter Ball (210) 688-2406 walter.ball@bc2fd.org
La Salle County 247 Mars Dr Cotulla, TX 78014 Implementation Date: July 5, 2019 EMS Coordinator- Cindy Williams 830-202-4951 cindy.williams@co.la-salle.tx.us	Leon Valley 6400 El Verde Road Leon Valley, TX 78238-2322 Implementation Date: December 1, 2016 Fire Chief- Michael Naughton 210-684-3219 m.naughton@leonvalleytexas.gov





We invite you to review the following testimonials written by representatives of some of the municipalities, emergency services districts, and hospital districts whom we have helped to increase reimbursements and better serve citizens by improving their collections program.

"Since we've started working with EMERGICON we've seen our cash revenue increase by almost 30%. Every claim is handled by a human being and not just a computer, which gives us much better results."

– Paul Smith, Former EMS Director, Parker County/LifeCare EMS

"Since we started with EMERGICON our revenue has dramatically increased. We're able to serve our citizens better with EMERGICON's help."

– Brent Smith, EMS Director, Hopkins County

"For anybody that's considering giving EMERGICON a shot, I think it's the best thing you can do for your agency, for your people, for your bottom line."

– Chase Nielsen, Former EMS Director, El Campo EMS

"Since we have had EMERGICON do our billing, we have seen a large increase in our revenue and we receive our money in a much shorter time frame. They are truly customer service driven and have exhibited a high level of both professionalism and integrity."

– Tim McIntosh, Former EMS Director/Chief, Port Aransas EMS

"EMERGICON is very easy to work with. They are always a phone call away and they make billing easy for us and for our patients."

– Diane Powell, District Administrator, Sabine County Hospital District

"EMERGICON was selected from over a dozen proposals to provide EMS billing services for us. This was our first experience with third-party billing, and EMERGICON made the transition smooth and virtually effortless."

– Robert Hemminger, Director of Emergency Services/City of Deer Park



Proposal for EMS Billing & Collection Service
Fredericksburg Fire Department

Documented Results in Billing and Collection Services

EMERGICON has a proven approach and process for increasing EMS collections. We begin by assessing the previous collections of the EMS provider and, based on our findings, prepare a proforma projection of future collections. This projection takes into consideration all aspects of the service, including level of service, payer mix, fee schedule, and more. We leverage the data we have collected from processing more than 2M claims in the State of Texas as well as what we know about the service area geography of the EMS provider. This allows us to build an accurate projection.

After contract execution, we begin the process of credentialing the provider. We credential EMS providers with an average of more than 200 payers—far more than any of our competitors do. This allows for reimbursement from sources that are otherwise frequently missed, such as smaller payers with little understanding of EMS claims.

Our billing process is a team approach consisting of two pre-billers who perform payer research, a commercial billing specialist, and a governmental billing specialist. This team approach leverages specific knowledge while allowing for shared accountability. The billing process begins with the pre-billing staff performing payer research. EMS is a small part of the healthcare industry and, due to the nature of the service, often involves incomplete information on the patient's payer status. This, coupled with the complexity of the payer's work (e.g., auto insurance, health insurance, workers comp), requires a detailed understanding of payers and processes. EMERGICON does not rely on automated payer-matching databases for payer research as those databases frequently miss the correct payer (e.g., identifying dental insurance as a payer rather than a health plan). After payer and deductible research are complete, the claim is reviewed by the Billing Specialist, coded, and set as "ready to bill." The process averages 1–3 business days. Once the claim is billed, it is monitored by the Accounts Receivable staff for payment.

Most payments for EMS claims are systematic as they are from governmental payers. Any claim rejections are reviewed, corrected if needed, and refiled immediately. Denials are infrequent, but those that we do receive are examined and resolved by the Accounts Receivable staff daily. Any unpaid claims are reviewed every 30 days, and resolution is the responsibility of the Accounts Receivable staff.

As an extra layer of accountability and review, EMERGICON's Client Success Team prepares Executive and Management Summaries, which are reviewed and approved by EMERGICON's leadership team before they are submitted to the client. EMERGICON's leadership team reviews all aspects of collections performance and accounts receivable to provide guidance as needed.

This proven process has helped EMERGICON become the largest provider of EMS billing services in Texas. Our client retention is 98% due to our collections and service. Our results are evident and entirely transparent for the City.

Pricing

At Emergicon, we believe in getting it right the first time. Our clients depend on our team's **70 years of collective experience** in ambulance billing to secure reimbursement effectively and compassionately. We make sure our clients get the best rate of reimbursement possible and that they enjoy the best customer service along the way.

Emergicon has been able to maximize collections for our clients, while remaining compliant with all federal, state, and local laws. Emergicon reviews each patient transport and bills the claim based on the paramedic's documentation regarding the condition of the patient and treatments en-route. Emergicon will bill all applicable levels of service for Midlothian Fire Department. Emergicon will maximize collections to the extent legally possible. Emergicon will bill a mix of ALS2, ALS-emergent, and BLS-emergent transports as per federal guidelines, as well as TNTs per City policy. Our experience with other cities has typically included increased reimbursement, decreased patient complaints, and auditable and defensible billing practices.

Emergicon proposes a commission of **six percent (6.0%)** of cash collections for EMS Billing Services.

Additional Data

Below we are providing information about EMERGICON's services regarding the Texas Ambulance Services Supplemental Payment Program, claims recovery, and fire recovery billing. These services are beyond the scope of the RFP and therefore are not included in our fee schedule, but we would be happy to discuss providing these services to the City.

TASPP

The Texas Ambulance Services Supplemental Payment Program (TASPP) is designed to help providers offset losses and write-offs related to Medicaid beneficiaries and those without third-party insurance. We help municipal and other governmental clients yield additional revenue through this unique reimbursement opportunity to reduce the gap between the cost of offering EMS services to their communities and reimbursement from Medicaid. For more information about the program, please visit <https://rad.hhs.texas.gov/acute-care/ambulance-services>.

Claims Recovery

In addition to ambulance billing and collections services, EMERGICON offers claims recovery services—a highly valuable service offered by very few ambulance billing companies. EMERGICON turns over every stone and finds money that was overlooked or deemed unrecoverable. Few perform this service because it requires highly trained staff combing through an organization's accounts receivable history to find ambulance bills that are unpaid but lawfully still recoverable from Medicare, Medicaid, insurance companies, or patients.



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Fredericksburg Fire Department

An effective claims recovery process makes the difference between achieving an average collection rate and an outstanding collection rate. We engage in continuous, ongoing review of outstanding claims to ensure that they are properly paid and resolved. This process is similar to an accountant looking through your tax filings and discovering the IRS owes you money.

Fire Recovery Billing

EMERGIFIRE, a sister company of EMERGICON, offers Fire Recovery Billing services to Texas providers of firefighting, fire suppression, and rescue services. Fire Recovery Billing by EMERGIFIRE recovers the costs associated with motor vehicle accident extrication and hazardous material incident cleanup, as well as structure and industrial fire suppression. Eligible Fire Department billings include the following:

- Motor vehicle incidents
- Structure fire
- Vehicle fire
- Equipment fires
- Hazardous material incidents
- Industrial/commercial incidents
- Building inspections

Additional Services

Beyond our core billing and collections services, EMERGICON provides a host of additional value-added services to help our clients optimize their ambulance billing programs:

- Attorney request for medical records
- Annual compliance training
- Medicare and Medicaid revalidations/renewals
- Fee schedule evaluations
- Custom analytics



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Addison Fire Dept.
Anna Fire Dept.
Annaville Fire Dept.
Atlanta Fire Dept.
Argyle Volunteer Fire Department
Baytown Fire Dept.
Beaumont Fire Dept.
Bedford Fire Dept.
Bellaire Fire Dept.
Bexar Co ESD 2.
Bexar Co ESD 7.
Big Spring Fire Dept.
Bonham City of.
Bovina Fire Dept.
Bowie Fire Dept.
Booker EMS
Brady Fire Dept.
Buda Fire Dept.
Bulverde Spring Branch Fire & Ems
Calhoun County EMS
Carrollton Fire Dept.
Celina Fire Dept.
Claude EMS
Clear Lake EMS
Cleburne Fire Dept.
Chambers County EMS
CHI St Joseph Health EMS
College Station Fire Dept.
Colleyville Fire Dept.
Comal County Emergency Services Dist. 2
Converse Fire Dept.
Coke County East EMS
Coke County West EMS
Comanche County EMS
Cooke County EMS
Coppell Fire Dept.
Crockett County EMS
Dallam-Hartley Counties Hospital District
Deer Park Fire / EMS
Denison Fire Dept.
DeSoto Fire Dept.
Dickinson Fire Dept.
Dublin EMS
East Coke Co Ems
Eagle Mountain Volunteer Fire Dept.
Eastland Memorial Hospital District
El Campo EMS
Erath County EMS
Everman EMS
Farwell EMS

Fairview Fire Dept.
Farmers Branch Fire Dept.
Flower Mound Fire Dept.
Freeport Fire / EMS
Friendswood City of.
City of Friona
Galveston County ESD 2
Glasscock County EMS
Georgetown Fire Dept.
Glenn Heights Fire Dept.
Goliad County EMS
Grapevine Fire Dept.
Gruver EMS
Hall County EMS
Hardeman County EMS
Hamlin EMS
Hardin County ESD #2
Hays County EMS (San Marcos)
Hartley Volunteer Fire Dept.
Helotes Fire Dept.
Highland Park DPS
Highland Village Fire Dept.
Hopkins County Hospital District EMS
Jackson County Hospital District EMS
Jacksonville Fire / EMS
Justin Fire Dept.
Keller Fire Dept.
Krum Fire Dept.
LaPorte EMS
La Salle County Fire Rescue
Lake Cities Fire Dept.
Lewisville Fire Dept.
Leon Valley Fire Dept.
Little Elm Fire Dept.
Los Fresnos EMS
Lucas Fire Dept.
Mansfield Fire Dept.
Marfa EMS
Marshall Fire Dept.
Martin County
Mathis EMS.
Mexia Fire Dept.
Midlothian Fire Dept.
MIMS Fire / EMS
Mineral Wells Fire Dept.
Murphy Fire Dept.
North Runnels Hospital EMS
Palmview Fire Dept.
Pantego Fire Dept.
Parker County Hospital District EMS

Pecan Plantation Fire/EMS
Pecos County EMS
Pilot Point Fire Dept.
Port Aransas EMS
Port Isabel EMS
Presidio EMS
Preston EMS
Prosper Fire Dept.
Reeves County ESD #2
Rendon Fire Dept.
Roanoke Fire Dept.
Robertson County EMS
Rowlett Fire Dept.
Sabine County Hosp. Dist. EMS
Sachse Fire Dept.
Santa Fe Fire /EMS
San Angelo Fire Dept.
San Augustine City-County Hospital District EMS
Sanger Fire / EMS
Seabrook EMS
Shavano Park Fire Dept.
Somervell County Fire / EMS
Southlake Fire Dept.
Stamford EMS

Sterling County EMS
St Joseph EMS
Sugar Land Fire Dept.
Sunnyvale Fire / EMS
Teague Hospital District EMS
Terlingua Fire & EMS
Texas EMS (Hood County)
The Colony Fire Dept.
Three Rivers Ambulance
Travis County ESD #1
Travis County ESD #2
Tri County EMS
University Park Fire Dept.
Utopia EMS
Van Alstyne Fire Dept.
Victoria Fire Dept.
Walker County EMS
Watauga City of.
Westlake Fire Dept.
Whitewright EMS
Wilson County ESD #2
Wise County EMS
Wolfforth EMS



CITY COUNCIL MEMO

DATE: November 29, 2021

TO: Mayor and City Council

FROM: Tammie Loth, Human Resources Director

SUBJECT: Salary Survey 2021

Summary:

The City of Fredericksburg contracted with Evergreen Consultants in August 2021 to conduct an update of the last salary survey, which was completed in 2016. The initial intent was to review the findings and determine the most appropriate implementation and, if adopted, implement the plan at the start of the new fiscal year in October 2021. As we studied the salary survey, we recognized there were many moving pieces (retirements, promotions, step pay plan options for emergency personnel, etc.). We wanted to be certain each position in each department was assigned an appropriate pay grade in relation to job duties and responsibilities. Therefore, staff asked the City Council to delay taking action on approval until later in the year and making the implementation, if approved, effective in January, 2022.

Recommendation:

After many hours studying the results of the salary survey and discussing and evaluating each job title with the appropriate department supervisors, confirming the correctness and separation of assigned pay grades, and calculating costs and expectations, Staff recommends approval of the Step-Pay Plan presented at the City Council workshop on October 25, 2021. This includes emergency personnel in the Fire, EMS, and Police Departments and the "Move to Market (3 Tier Class Date) – Final Salary with 2% Minimum Adjustment" for all other employees. This implementation includes a minimum 2% pay increase for every employee. The 2% minimum amount is what was originally in the budget for a merit pay increase.

The City of Fredericksburg

Background / Analysis:

City Staff and City Council have taken much time and care to understand the salary survey findings and ensure the final results are fair and equitable. The initial findings showed the City of Fredericksburg was below the market rate salaries of our twelve target cities on an average of 8.6%. The implementation we are recommending for approval takes into account each person's time of service in his/her current position, which we believe allows for equity throughout the organization. As a person serves in his/her position, it is expected their skills and knowledge increase, and therefore salary should be reflective of such. We believe the implementation allows for internal comprehension and rewards all workers who are behind the pay scale, from starting positions to supervisors. For instance, the employees in entry level positions in our public works and parks departments will see an increase between 4.6%, or \$1,467/year, and 14.2%, or \$4,599.00/year. Many of these employees have a second job and the increase from this salary survey, although not huge, will hopefully help our employees and their families continue to live in our area and provide some relief from the ever-rising cost of living we are experiencing. Our city has become a destination and is the envy of many other cities and much of that is due to the work of our employees. With the help and support of City Council, we have recognized improvements in benefits for our employees the past two years. Implementation of the salary survey findings will continue to put our employees on an even playing field with surrounding communities. In return, retaining our employees will benefit our city, our citizens, and our visitors.

Attachments:

Estimated salary survey implementation costs taking into account vacant positions, probationary pay raises, promotions within departments, budgeted merit increases and other various circumstances; Fire/EMS Step Pay Plan; Police Step Pay Plan.



Department Approval



City Manager Approval

The City of Fredericksburg

Salary Survey Cost
January - September 2022

	Wages	Social Security	TMRS	Total
Administration	11,062	846	2,492	14,401
Police	117,591	8,996	26,493	153,080
Fire	155,838	11,922	35,110	202,870
Streets	15,859	1,213	3,573	20,645
Parks	49,739	3,805	11,206	64,750
Dev Serv	13,829	1,058	3,116	18,003
Health	4,446	340	1,002	5,788
Mun Court	4,917	376	1,108	6,401
Engineering	3,494	267	787	4,549
Total General Fund	376,775	28,823	84,887	490,486
Less \$250,000 budgeted				(250,000)
General Fund				240,486
Electric	12,431	951	2,801	16,183
Water & Sewer	44,308	3,390	9,983	57,680
Golf Course	343	26	77	446
Golf Shop	125	10	28	163
Sanitation	45,799	3,504	10,318	59,621
EMS	118,393	9,057	26,674	154,124
Tourism	11,381	871	2,564	14,816
Drainage	11,116	850	2,505	14,471
Emg Mgt	7,098	543	1,599	9,240
Animal Control	1,737	133	391	2,261
Enterprise Funds	252,731	19,334	56,940	329,005
Total Budget Increase	629,506	48,157	141,828	569,491
Merit Savings	148,112	All Funds		
Salary Savings/Unfilled Positions	45,934	All Funds		

* County funds 1/2 of Fire, Health, EMS & Emergency Management

FIRE/EMS STEP PAY PLAN

Step Increment		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Grade/Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Fire Fighter	\$55,200.00	\$56,580.00	\$57,994.50	\$59,444.36	\$60,930.47	\$62,453.73	\$64,015.08	\$65,615.45	\$67,255.84	\$68,937.24	\$70,660.67	\$72,427.18	\$74,237.86	\$76,093.81	\$77,996.15
Driver/Operator	\$60,720.00	\$62,238.00	\$63,793.95	\$65,388.80	\$67,023.52	\$68,699.11	\$70,416.58	\$72,177.00	\$73,981.42	\$75,830.96	\$77,726.73	\$79,669.90	\$81,661.65	\$83,703.19	\$85,795.77
Future Position	\$66,792.00	\$68,461.80	\$70,173.35	\$71,927.68	\$73,725.87	\$75,569.02	\$77,458.24	\$79,394.70	\$81,379.57	\$83,414.06	\$85,499.41	\$87,636.90	\$89,827.81	\$92,073.51	\$94,375.35
Captain	\$73,471.20	\$75,307.98	\$77,190.68	\$79,120.45	\$81,098.46	\$83,125.92	\$85,204.07	\$87,334.17	\$89,517.52	\$91,755.46	\$94,049.35	\$96,400.58	\$98,810.60	\$101,280.86	\$103,812.88

Step Increment		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Grade/Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Cadet	\$41,000.00														
Probationary	\$54,880.00	\$56,252.00	\$57,658.30	\$59,099.76	\$60,577.25	\$62,091.68									
Patrol, Det, SRO	\$56,000.00	\$57,400.00	\$58,835.00	\$60,305.88	\$61,813.52	\$63,358.86	\$64,942.83	\$66,566.40	\$68,230.56	\$69,936.33	\$71,684.73	\$73,476.85	\$75,313.77	\$77,196.62	\$79,126.53
Corporal	\$61,600.00	\$63,140.00	\$64,718.50	\$66,336.46	\$67,994.87	\$69,694.75	\$71,437.11	\$73,223.04	\$75,053.62	\$76,929.96	\$78,853.21	\$80,824.54	\$82,845.15	\$84,916.28	\$87,039.19
Sergeant	\$67,760.00	\$69,454.00	\$71,190.35	\$72,970.11	\$74,794.36	\$76,664.22	\$78,580.83	\$80,545.35	\$82,558.98	\$84,622.95	\$86,738.53	\$88,906.99	\$91,129.67	\$93,407.91	\$95,743.11

Probationary will be dependent on experience. Step 1 for no experience and Step 6 for 12 plus years experience

Future Agenda Items

City Council

December 20, 2021
Special Meeting @ 5 p.m.

Public Hearing

1. Z-2103 – CUP request from Robert Mosley
2. Z-2123 – Future Land Use Change request from Whitney Koch
3. Z-2123 – Zoning Change request from Whitney Koch
4. Z-2122 – Future Land Use Change request from John Hewitt
5. Z-2122 – Zoning Change request from John Hewitt
6. Z-2114 – CUP request from Wes and Tammy Pack
7. Z-2115 – Voluntary Annexation & zoning request from Carolyn Ellebracht

Ordinances

1. Z-2123 – Future Land Use Change request from Whitney Koch
2. Z-2123 – Zoning Change request from Whitney Koch
3. Z-2122 – Future Land Use Change request from John Hewitt
4. Z-2122 – Zoning Change request from John Hewitt

Resolution

1. Z-2115 – Voluntary Annexation & zoning request from Carolyn Ellebracht

Approvals-Misc.

1. Z-2103 – CUP request from Robert Mosley
2. Z-2114 – CUP request from Wes and Tammy Pack

December 20, 2021
Regular Meeting

City Council = Red

6th and 20th Regular Meetings @ 6p.m.

Planning & Zoning = Green on 8th @ 5:30 p.m.

Historic Review Board = Purple on 14th @ 5:30 p.m.

Zoning Board of Adjustment = Blue on 16th @ 5:30 p.m.

City Events

23rd and 24th Christmas Holiday

31st New Year's Day Holidays

S	M	T	W	T	F	S
			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	

Proclamation

- 1.

Consent

1. 12-6-2021 City Council Regular Meeting Minutes

Public Hearing

1. Z-2124 amendments to clarify the measurement of building
2. Z-2126 - Zoning change Kevin Spraggins - 1100 Friendship Lane –
3. Z-2125 - Land Use change and zoning change Kevin Spraggins - 162 Hollmig Lane
4. Involuntary Annexation 82.36 acres, Future Land Use Change, and Zoning - E. Post Oak

Ordinances

1. Changing Fire Pit regulations - possible 2nd reading
2. Changing Noise regulations
3. Z-2124 –Amendments to clarify the measurement of building
4. Z-2126 - Zoning change Kevin Spraggins - 1100 Friendship Lane
5. Z 2125 - Land Use change and zoning change Kevin Spraggins - 162 Hollmig Lane
6. Involuntary Annexation 82.36 acres, Future Land Use Change, and Zoning - E. Post Oak

Resolutions

Approvals-Misc.

Presentations, Discussions and Updates:

Executive Session

January 2022 Regular Meeting

City Council = Red

3rd and 18th Regular Meetings @ 6p.m.

Planning & Zoning = Green on 5th @ 5:30 p.m.

Historic Review Board = Purple on 11th @ 5:30 p.m.

Zoning Board of Adjustment = Blue on 13th @ 5:30 p.m.

City Events

17th MLK Holiday

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
15	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Proclamation

1.

Consent

1. 12-6-2021 City Council Regular Meeting Minutes

Public Hearing

1.

Ordinances

1. Changing Noise regulations
2. Z-2124 –Amendments to clarify the measurement of building-possible 2nd reading
3. Z-2126 - Zoning change Kevin Spraggins - 1100 Friendship Lane -possible 2nd reading
4. Z 2125 - Land Use change and zoning change Kevin Spraggins - 162 Hollmig Lane-possible 2nd reading
5. Involuntary Annexation 82.36 acres, Future Land Use Change, and Zoning - E. Post Oak-possible 2nd reading

Resolutions

Approvals-Misc.

Presentations, Discussions and Updates:

Executive Session

1. Evaluations for Kent, Daniel and Shelley Becket