

OLD BUSINESS

ITEM #1

ELECTION SERVICES CONTRACT
BETWEEN
BLANCO COUNTY ELECTIONS OFFICER
AND
CITY OF BLANCO, TEXAS

UNIFORM ELECTION & SPECIAL ELECTION

MAY 6, 2023

**ELECTION SERVICES CONTRACT
BETWEEN THE
BLANCO COUNTY ELECTIONS OFFICER AND
CITY OF BLANCO, TEXAS**

THIS CONTRACT (“Election Services Contract” or “Contract”) is made and entered into on this _____ day, _____ 2022, by and between the City of Blanco, Texas (“Entity”), and Kristen Spies, County Elections Officer for Blanco County, Texas, (“Elections Officer”), under the authority of the Texas Election Code Chapters 31 and 271, and upon approval of the Blanco County Commissioners Court and the City Council of the City, (collectively “Participating Parties”) for the services to be performed by the Participating Parties in the **MAY 6, 2023 UNIFORM ELECTION** and the **SPECIAL ELECTION** (collectively, “Election”) as outlined herein.

NOW THEREFORE THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Participating Parties understand the tasks each is to perform in connection with the Election as follows:

SECTION 1. DUTIES AND SERVICES OF ELECTIONS OFFICER

The Elections Officer shall be responsible for performing the following duties and shall furnish the following services and equipment in connection with the Election:

- (a) Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
- (b) Contact the owner or custodian of some other public place (or if unavailable, private building) in the election precinct and arrange for its use as a polling place if the county designated polling place in the precinct is unavailable for use in the Election.
- (c) Procure, prepare, and distribute all necessary election supplies, including:
 - (1) ballots and ballot cards;
 - (2) qualification field systems - "Knowlnk Poll-Pads";
 - (3) election kits;
 - (4) voting booths, privacy dividers, ballot boxes; and
 - (5) all necessary ADA compliant voting equipment.
- (d) Notify election judges of the date, time, and place of any Election.
- (e) Arrange for the use of a central counting station and for the personnel and equipment needed at the counting station and assist in the preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment.
- (f) Publish the legal notices of the date, time, and place of the test of the electronic tabulating equipment and conduct such test;
- (g) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers who are responsible for holding the Election;

- (h) Prepare submission(s) of voting changes to the U.S. Department of Justice, if necessary, under the federal Voting Rights Act of 1965, as amended; and
- (i) Perform all election duties in accordance with the Texas Election Code.

SECTION 2. DUTIES AND SERVICES OF THE ENTITY

The Entity shall be responsible for performing the following duties in connection with the Election:

- (a) The Participating Parties are responsible for the appointment of the presiding election judges and alternate election judges listed in "Exhibit B" for each Vote Center/polling place listed in "Exhibit B" subject to the eligibility requirement found in the Texas Election Code Chapters 32 and 83. The Participating Parties acknowledge that approval of this Election Services Contract by the Entity shall constitute approval and appointment of the Judges and Alternate Judges listed in "Exhibit B" by the Entity. The Elections Officer will be responsible for the administration of the election judges.
- (b) As soon as possible after the candidate filing deadline, the Entity shall certify in writing to the Elections Officer the candidates' names (as each is to appear on the ballot) and offices sufficiently in advance to allow time to prepare the ballot and to conduct any necessary logic and accuracy testing.

SECTION 3. GENERAL PROVISIONS

- (a) Nothing contained in this Contract shall authorize or permit a change in the officer, the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Texas Election Code Section 31.096.
- (b) The Elections Officer is the agent of the Entity for the purposes of contacting the third parties with respect to the election expenses within the scope of the Elections Officer's duties, and the Elections Officer is not liable for the Entities' failure to pay a claim.
- (c) The Elections Officer shall file copies of this Contract with the County Treasurer and the County Auditor of Blanco County, Texas.
- (d) This Contract is subject to the written approval of the political subdivision involved in the election and shall not be binding on the Entity until such written approval is obtained.
- (e) It is agreed that it is in the public interest of the Participating Parties, that Kristen Spies, Elections Officer, serve as the Early Voting Clerk for both entities participating in this election.

SECTION 4. COST OF SERVICES

Costs. Entity agrees to pay a pro rata share of the actual costs incurred. The actual costs shall be prorated for all Participating Parties.

Example:

Registered Voters in County -	10,157	$10157/13855 =$	73.31% of total cost
Registered Voters in Joint Entity A-	1,224	$1224/13855=$	8.83% of total cost
Registered Voters in Joint Entity B -	2,474	$2474/13855=$	17.86% of total cost
Aggregate Registered Voters -	13,855		

Administrative Fee. The Elections Officer shall also charge an administrative fee equal to 10% of the Entity's share of the cost of the Election or a minimum of \$75.00.

SECTION 5. ACKNOWLEDGMENT OF SHARED ELECTION

The Entity acknowledges that the Election is a Joint Election under Texas Election Code Chapter 271, and that the Elections Officer, in accordance with Texas Election Code Sections 31.092 and 31.093, may enter into a similar Joint Election Services Contract with other political subdivision(s) in the county (collectively, the "Participating Parties") listed in Exhibit C of this Election Services Contract. In such event, the Entity understands and agrees that the costs of common polling places, ballots and programming, voting equipment, and the common set of election workers will be shared with the other Participating Parties.

SECTION 6. MISCELLANEOUS PROVISIONS

- (a) This Contract shall be construed under and in accordance with applicable Federal and State laws, and all obligations of the parties created hereunder are performable in Blanco County, Texas.
- (b) In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (c) In the case of an election contest solely challenging this Entity's election results, the cost of such contest, challenge, or litigation will be borne by the Entity.
- (d) In the case of a runoff election due to undecided races on the election, the cost of such runoff election will be borne by the entity and will be contracted for at such time.
- (e) In a joint election all participating parties share in the cost of such election. Therefore, if one or more parties withdraws, has unopposed candidates, or has circumstances which change the precincts or districts involved in the election, the cost to the other parties will inevitably be affected and will be adjusted and itemized in the final Actual Cost Report.
- (f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreement between the parties respecting the written subject matter. By affixing his/her signature to this Contract, the party acknowledges, accepts

and approves all resolutions, documents and attachments/exhibits included as part of this Contract.

- (g) No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, and duly executed by the parties.

SECTION 7. CANCELLATION OF ELECTION

The Entity may cancel this Contract at any time. In the event that Entity cancels this Contract, Entity shall only be responsible for its share of expenses actually incurred prior to cancellation.

IN WITNESS WHEREOF, the undersigned Parties have executed this Contract on the dates indicated below, and the Contract is effective on the date the last Party signs:

CITY OF BLANCO, TEXAS

By: _____ Date: _____
Rachel Lumpec
Mayor City of Blanco

Attest:

By: _____ Date: _____

WITNESS: _____

BLANCO COUNTY ELECTIONS OFFICER

By: _____ Date: _____
Kristen Spies
Blanco County Elections Officer
Blanco County, TX

EXHIBIT A
ESTIMATE OF COSTS

May 2023

COMBINED Spreadsheets

Election Expenses	Additional Info	Election Summary	Blanco-Pedernales Groundwater Conservation District	City of Blanco	City of Johnson City	Difference
Section A. Cost of Election						
Ballot printing costs		\$1,500.00	\$1,018.61	\$239.42	\$241.97	\$0.00
Publication of Notices	(Public Test/EV/IED)	\$800.00	\$543.26	\$127.69	\$129.05	\$0.00
Electronic Voting Systems Programming	(Coding/Audio/Layout)	\$10,000.00	\$6,790.72	\$1,596.12	\$1,613.16	\$0.00
SUPPLIES: Ballot By Mail		\$1,800.00	\$1,222.33	\$287.30	\$290.37	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$14,100.00	\$9,574.92	\$2,250.53	\$2,274.55	\$0.00
Section B. Early Voting Workers						
Early Voting Workers						
2 sites: Johnson City & Blanco		\$4,000.00	\$2,716.29	\$638.45	\$645.26	\$0.00
	SUBTOTAL	\$4,000.00	\$2,716.29	\$638.45	\$645.26	\$0.00
Section C. Election Day Workers						
Election Day Judges & Clerks						
Precinct 102		\$800.00	\$543.26	\$127.69	\$129.05	\$0.00
Precinct 201		\$800.00	\$543.26	\$127.69	\$129.05	\$0.00
Precinct 302		\$800.00	\$543.26	\$127.69	\$129.05	\$0.00
Precinct 401		\$800.00	\$543.26	\$127.69	\$129.05	\$0.00
Training - Election Workers						
Early Voting Clerks / Election Day Judges & Clerks	(Included Above)	0.00	0.00	0.00	0.00	\$0.00
Delivery of Election Equipment and Supplies						
Presiding/Alternate Judges/ EA Staff		800.00	543.26	127.69	129.05	\$0.00
Early Voting Ballot Board / Central Count Station						
Judges	EVBB	\$400.00	\$271.63	\$63.84	\$64.53	\$0.00
Clerks	EVBB	\$400.00	\$271.63	\$63.84	\$64.53	\$0.00
Clerks	CSS	\$700.00	\$475.35	\$111.73	\$112.92	\$0.00
Provisional & Late Ballot Board						
Judges & Clerks		\$300.00	\$203.72	\$47.88	\$48.39	\$0.00
Site Support / Elections Office Personnel						
Vendor Site Support	(ES&S)	\$5,000.00	\$3,395.36	\$798.06	\$806.58	\$0.00

May 6, 2023

COMBINED Spreadsheet

Election Expenses	Additional Info	Election Summary	Blanco-Pedernales Groundwater Conservation District	City of Blanco	City of Johnson City	Difference
	SUBTOTAL	\$10,800.00	\$7,333.98	\$1,723.81	\$1,742.21	\$0.00
Section D. Miscellaneous Expenses						
Communication	MFI	\$125.00	\$84.88	\$19.95	\$20.16	\$0.00
Equipment Rentals	49 devices @\$100.	\$4,900.00	\$3,327.45	\$782.10	\$790.45	\$0.00
	SUBTOTAL	\$4,900.00	\$3,327.45	\$782.10	\$790.45	\$0.00
Sections A-D Total		\$33,800.00	\$22,952.64	\$5,394.89	\$5,452.47	\$0.00

May 9, 2023

COMBINED Spreadsheet

Election Expenses	Additional Info	Election Summary	Blanco-Pedernales Groundwater Conservation District	City of Blanco	City of Johnson City	Difference
Section E. Administrative Fee						
Elections Services Contract Administrative Fee	(Election Total x 10%)	\$3,380.00	\$2,295.26	\$539.49	\$545.25	\$0.00
	SUBTOTAL	\$3,380.00	\$2,295.26	\$539.49	\$545.25	\$0.00
TOTAL COST OF ELECTION:		\$37,180.00	\$25,247.90	\$5,934.38	\$5,997.72	\$0.00

EXHIBIT B
ELECTION JUDGES

EXHIBIT C

PARTICIPATING POLITICAL SUBDIVISIONS (PARTIES)

OLD BUSINESS

ITEM #2

City of Blanco

Application for Consideration for Appointment to the Governing Body of the City of Blanco

(To fill vacancy, until the next election to be held May 6, 2023)

Name: _____
Address: _____
Home Phone: _____ Alternate Phone: _____
E-Mail _____

Do you live inside the City Limits?	Yes _____	No _____
Are you registered to vote in Blanco County?	Yes _____	No _____
Are you a US Citizen?	Yes _____	No _____
Are you 18 years of age or older?	Yes _____	No _____
Has a final judgement been entered finding you total mentally incapacitated, or partially mentally incapacitated without the right to vote?	Yes _____	No _____
Have you been convicted of a felony?	Yes _____	No _____
Has your primary residence been inside the City Limits for over six months and the State for over 12 months?	Yes _____	No _____

Have you announced your candidacy for the May 2023 Election? Yes _____ No _____

Please describe applicable experience (including work and volunteer experience), and why you want to serve on the City Council.

Signature _____ Date: _____

Step 1: Fill Out This Application

Step 2: Attach a cover letter or resume

Step 3: Mail or Email the application and letter of interest or resume citysec@cityofblancotx.gov

If you have any questions please contact City Secretary, Laurie Cassidy, at (830) 833-4525 x101, or email to citysec@cityofblancotx.gov

OLD BUSINESS

ITEM #3

Correction / Revisions to Current Personnel Policy

Current Page	Current Policy	Revised Page	Revision	Suggestions
13	1.17 Smoking A. No City Employee will be allowed to smoke in the view of the public.	9	1.17 Smoking A. No City Employee will be allowed to smoke/vape in view of the public	
16	2.02 Recruiting Procedures - Section G	11	2.02 Recruiting Procedures - Section G (Added) 1. All new Hires will be required to take a drug test/physical pertaining to the position they are being considered for.	
19	M. Probationary Periods a. All newly hired employees will be on a twelve (12) month probationary period c. Employees on probation will be evaluated at six (6) and twelve (12) months of employment for job retention. At the end of the six (6) month period, the employee will receive an evaluation, which shall include any issues, or concerns that might keep the employee from completing probation. This evaluation shall be in writing and shall be signed by the employee and Department Director. After twelve (12) months of satisfactory performance, the employee will convert to regular status unless the Department Director or City Administrator extends their probation.	15	M. Probationary Periods a. All newly hired employees will be on a six (6) month probationary period c. Employees on probation will be evaluated at three (3) months of employment for job retention. At the end of the three (3) month period, the employee will receive an evaluation, which shall include any issues, or concerns that might keep the employee from completing probation. This evaluation shall be in writing and shall be signed by the employee and Department Director. After six (6) of satisfactory performance, the employee will convert to regular status unless the Department Director or City Administrator extends their probation. For Police Officers please see police policy.	
36	3.06 Computer Use Policy E. All City Employees are required to use their city-issued email accounts to conduct City business. Employees are prohibited from using their personal email accounts to conduct City business. When corresponding about City business via email, all City personnel must include the City's standardized email stationery and signature within the emailed message	31	3.06 Computer Use Policy E. All City Employees are required to use their city-issued email accounts to conduct City business. Employees are prohibited from using their personal email accounts to conduct City business. When corresponding about City business via email, all City personnel must include the City's standardized email stationery, City Logo, and signature within the emailed message.	
37	3.06 Computer Use Policy h. To disclose, release or otherwise transmit confidential or privileged information belonging to the City without the express permission of the City Administrator;	32	3.06 Computer Use Policy h. To disclose, release or otherwise transmit confidential or privileged information belonging to the City without the express permission of the City Administrator and/or the Mayor;	
42	4.01 Pay System & Job Classifications E. Job descriptions for regular positions are created by the Department Directors through the City Administrator and are statements of general duties, responsibilities and job requirements of the various positions within the City.	38	4.01 Pay System & Job Classifications E. Job descriptions for regular positions are created by the Department Directors through the Human Resource Director and are statements of general duties, responsibilities, and job requirements of the various positions within the City.	
43	4.02 Salary Administration All Employees serve an initial twelve (12) month probationary period, which at the City's discretion, may be extended for a period not to exceed eighteen (18) months. Termination of employment during this probationary period is final with no appeal.	38	4.02 Salary Administration All Employees serve an initial six (6) month probationary period, which at the City's discretion, may be extended for a period not to exceed (12) months. Termination of employment during this probationary period is final with no appeal.	
49	4.07 Step-Up Pay, Certification and License Pays	44	4.07 Step-Up Pay, Certification and License Pays (added) 1. Employees will receive an Education increase upon reaching their educational goal.	

50	4.09 Employee Performance and Development System 45	45	4.09 Employee Performance and Development System	
----	---	----	--	--

B. The City will evaluate Employees at least annually. This evaluation will include a discussion between the Employee and the Employee's immediate Supervisor to determine goals and evaluate progress toward better performance and personal development.

B. The City will evaluate Employees at least annually. **Annual evaluations will be done between June – July of every year.** This evaluation will include a discussion between the Employee and the Employee's immediate Supervisor to determine goals and evaluate progress toward better performance and personal development.

53	SECTION 4: SALARY ADMINISTRATION	48	SECTION 4: SALARY ADMINISTRATION Add New 4.16 (4.16 Compensatory Time)	
----	----------------------------------	----	---	--

In accordance with the Fair Labor Standards Act, the city may grant non-exempt employees compensatory time off (comp-time) in lieu of compensation for hours worked in excess of 40 hours per week, or other permissible work scheduled for law enforcement, administration, and other employees. Employees may accrue compensatory time off at one and one-half times the number of overtime hours worked up to a maximum number of hours. All employees are subject to consent of the City Administrator. Overtime hours worked beyond cap must be paid. Once 40 hours are used, an employee can start accruing again. Comp Time accruals are to be monitored by Department head. An employee who has accrued comp time and requests use of such time must be permitted to use the time off within a "reasonable period" after making request if it does not "unduly disrupt" the work of the department, which is approved by Department Head. If use of requested comp time would be disruptive, the Department head may elect to pay employee in lieu of approving. Any accumulated but used comp time in an employee's account at the time of separation from the city will be paid in the employee's final paycheck. All comp time paid out will be paid at the employee's regular rate.

55	5.05 Tuition Reimbursement Program	50	5.05 Tuition Reimbursement Program	
----	------------------------------------	----	------------------------------------	--

B. Full-time Employees in good standing, who have completed two (2) years of employments with the City, are eligible to apply for tuition reimbursement

B. Full-time Employees in good standing, who have completed (1) year of employment with the City, are eligible to apply for tuition reimbursement.
1. If the Employee is terminated for cause or leaves for no good reason within 6 months of completion of the coursework, they will have to pay the city back or it will be deducted from the last paycheck.

58	5.07 Longevity Pay	53	5.07 Longevity Pay	
----	--------------------	----	---------------------------	--

The policy applies to City Employees employed full-time. Employees receive four dollars (\$4.00) per month for each year of continuous service. Longevity pay shall be in addition to an Employee's base salary and shall be paid annually the first paycheck in December.

The policy applies to City Employees employed full-time. Employees receive **five dollars (5.00)** per month for each year of continuous service. Longevity pay shall be in addition to an Employee's base salary and shall be paid annually with the first paycheck in December

65	7.01 Vacation	60	7.01 Vacation	
----	---------------	----	---------------	--

A. Upon hire, full-time, permanent Employees shall commence to accrue paid vacation as follows: 6.67 hours each month if employed less than four (4) years, and ten (10) hours per month if employed more than four (4) years. Each regular Employee will be eligible to use accrued vacation hours after successfully completing a ninety (90) day introductory period.

A. Upon hire, full-time, permanent Employees shall commence to accrue paid vacation as follows:

- 8 hours per month for the first 2 years of service (12 days)
- 10 hours per month for 3-5 years of service (15 days)
- 13.33 hours per month for 6-10 years of service (20 days)
- 16.67 hours per month for 11-15 years of service (25 days)
- 20.00 hours per month for 16-20+ years of service (30 days)

Current Policy

Revision

Suggestions

B. Vacation leave shall accrue on a prorated basis each year of employment. All requests for vacation leave are subject to the City's staffing needs and must be approved in advance by the Department Director or Supervisor. Vacation leave may not be taken in less than hourly increments.

61

C. On January 1st of each year accrued vacation time will be reviewed for each Employee and any accrued vacation hours over one-hundred twenty (120) hours shall expire. Up to one hundred and twenty (120) accrued vacation leave hours that has not expired will be paid out when an employee leaves service with the City.

66

66 7.04 Bereavement Leave

After successfully completing the ninety (90) day introductory period, full-time, regular Employees shall commence to accrue twenty-four (24) hours each calendar year for attending funeral services or memorials of family members within second degree affinity and third of consanguinity. Bereavement leave may not be carried over to subsequent fiscal years.

B. Vacation leave shall accrue on a prorated basis each year of employment. All requests for vacation leave are subject to the City's staffing needs and must be approved in advance by the Department Director or Supervisor. Vacation leave may not be taken in less than hourly increments. **Any employee requesting off more than 1 week consecutively will be to be approved by the Department and City Administrator.**

C. **By** January 1st of each year accrued vacation time will be reviewed for each employee and any accrued vacation hours over **double accrual amount*** shall expire. Up to **double accrual amount*** vacation leave hours that have not expired will be paid out when an employee leaves service with the City. *** Reference Vacation accrual on section 7.01 A.**

61

7.04 Bereavement Leave
After successfully completing the ninety (90) day introductory period, full-time, regular **Employees are eligible to receive 3 days of bereavement leave per occurrence per immediate family member to attend funeral services or memorials of family members. You will receive 1-3 day bereave leave for family members second degree affinity and third of consanguinity per department head approval.** Bereavement leave may not be carried over to subsequent fiscal years.



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

Holiday Schedule

New Year's Day	Jan. 2, 2023
MLK, Jr. Day	Jan. 16, 2023
Presidents' Day	Feb. 20, 2023
Good Friday (1/2 Day)	April 7, 2023
Memorial Day	May 29, 2023
Lavender Fest	June 9, 2023
Independence Day	July 4, 2023
Labor Day	Sept. 4, 2023
Columbus Day	Oct. 9, 2023
Veterans' Day	Nov. 10, 2023
Thanksgiving Day	Nov. 23, 2023
Day After Thanksgiving	Nov. 24, 2023
Christmas Day	Dec. 25, 2023
Day After Christmas Day	Dec. 26, 2023

Personal Day (1)

Any Day of the Year
(must be pre-approved by Dept Head)

OLD BUSINESS

ITEM #4



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

Request to be placed on City Council Agenda:

I, Sasha Ricks request to be placed on the Agenda of the City Council Regular Meeting of January Council Meeting (insert date of meeting).

Agenda Topic/Concern:

Customer portal for utilities and court online payment - Fundview

Introduction/Background:

I would like to add a fundview feature for the customer portal for utilities & court which cost \$3400

Policy Analysis/Benefit(s) To Citizens:

benefit to citizen is they can view their utility and court.

Long Term Financial & Budget Impact:

Current year charge \$3400
Reoccurring annually \$2400 pg 5 & 6

Recommendation/Proposed Motion:

just would like approval to move forward
Attached is quote which the item are highlighted.

I agree that the information must be submitted to the City Secretary no later than 5:00 pm Tuesday before the meeting date.



Prepared for the City of Blanco, TX

FundView Software ERP Solutions

Quote#JW000218 v1

PREPARED FOR

Sasha Ricks
Finance Director
finance@cityofblancotx.gov
(830) 833-4525



PREPARED BY

Joe Wertz
Director of Sales
joe.wertz@fastsw.com
(806) 370-3710



A handwritten signature in black ink, appearing to read "Joe Wertz".



www.fastsw.com - (806) 794-3278

Friday, July 08, 2022

City of Blanco, TX
Sasha Ricks
Finance Director
300 Pecan St.
PO Box 750
Blanco, TX 78606
finance@cityofblancotx.gov

Dear Sasha,

It has been a pleasure working with you over the past few weeks. Based on our recent conversations, we have prepared a Subscription Proposal for the City of Blanco, TX with the software applications requested.

This pricing was determined by the information provided via the Pricing Metrics Survey.

Please let us know when you have reviewed our proposal and we can schedule a call to answer any questions you may have.

We appreciate your interest in our FundView solutions and would love to have the opportunity to partner with the City of Blanco, TX!

Best Regards

A handwritten signature in black ink, appearing to read "Joe Wertz".

Joe Wertz
Director of Sales
FundView Software



www.fastsw.com - (806) 794-3278

Pricing Assumptions

Annual Operating Budget - \$4 - 5MM
Number of Bank Accounts - 11 - 15
Number of Active Employees - 11 - 20
Number of Active Meters - 1001 - 1500
Number of Monthly Citations - 26 - 50
Number of Annual Permits - 101 - 200
Number of Annual Code Enforcement Cases - 1 - 25
Data Conversion - GL AP PY UB MC
Remote Training

Subscription Pricing - Annual

PRODUCT DETAILS	RECURRING AMOUNT
FundView Financial Solutions	
General Ledger	\$3,500.00
Bank Reconciliation	\$1,500.00
Accounts Payable	\$2,500.00
Payroll	\$3,000.00
FundView Citizen Relationship Management Solutions	
Utility Billing	\$4,500.00
Service Orders	\$2,500.00
AMR Interface	\$2,000.00
Municipal Court	\$2,500.00
Cash Receipting	\$1,500.00
	Annual Subtotal: \$23,500.00



www.fastsw.com - (806) 794-3278

Professional Services - Initial Year Only

PRODUCT DETAILS	PRICE
FundView Financial Solutions - Remote Training	
General Ledger	\$1,500.00
Bank Reconciliation	\$750.00
Accounts Payable	\$1,000.00
Payroll	\$1,750.00
FundView Citizen Relationship Management Solutions - Remote Training	
Utility Billing	\$2,000.00
Service Orders	\$1,000.00
AMR Interface	\$1,000.00
Municipal Court	\$1,500.00
Cash Receipting	\$500.00
Data Migration/Conversion	
General Ledger	\$1,500.00
Accounts Payable	\$1,000.00
Payroll	\$1,500.00
Utility Billing	\$2,500.00
Municipal Court	\$2,000.00
Project Management Design Configuration	
Project Management	\$1,000.00
AMR Interface Configuration/Testing	\$750.00
Data Center Installation/Configuration	\$250.00
Data Backup Configuration/Testing	\$250.00
	Subtotal: \$21,750.00



www.fastsw.com - (806) 794-3278

Optional Subscription Pricing - Annual

*** Optional**

PRODUCT DETAILS

**RECURRING
AMOUNT**

FundView Financial Solutions

Secure Signatures

\$1,000.00

Human Resources

\$1,500.00

Distributed Time Entry

\$2,000.00

FundView Citizen Relationship Management Solutions

Permits

\$1,750.00

Code Enforcement

\$1,500.00

FASTGovPay Municipal Court - Credit Card & Online Payments

\$750.00

FASTGovPay Permits - Credit Card & Online Payments

\$750.00

FASTGovPay Utility Billing - Credit Card & Online Payments

\$750.00

Utility Billing - Text & Email Notifications (\$200 Per Month)

\$2,400.00

Utility Billing - Customer Portal (\$200 Per Month)

\$2,400.00

*** Optional Annual Subtotal: \$14,800.00**



www.fastsw.com - (806) 794-3278

Optional Professional Services - Initial Year Only * Optional

PRODUCT DETAILS	PRICE
FundView Financial Solutions - Remote Training	
Secure Signatures	\$750.00
Human Resources	\$1,250.00
Distributed Time Entry	\$1,500.00
FundView Citizen Relationship Management Solutions - Remote Training	
Permits	\$1,500.00
Code Enforcement	\$1,250.00
Online Payments	\$500.00
Utility Billing - Text & Email Notifications	\$1,000.00
Utility Billing - Customer Portal	\$1,000.00
Project Management Design Configuration	
Online Payments Design/Configuration	\$500.00
* Optional Subtotal: \$9,250.00	



www.fastsw.com - (806) 794-3278

Terms and Conditions

Included

Unlimited Users
Software Updates
Premium Support
Secure Hosting
Data Backup Plan

Data Migration/Conversion Limitations. The City of Blanco, TX will help provide data to be migrated/converted to FundView in a consumable format such as .csv, Excel, Access, or SQL database along with the related file definitions and record layouts. Following is a list of the modules of data and the scope of services provided by FundView if each are migrated/converted:

General Ledger –

1. Chart of accounts for all funds. *
2. Account balances/transactions for the current and two prior fiscal years.
3. Current year budget and two prior fiscal year budgets.

Accounts Payable –

1. Vendor master file to include vendor name, address, taxpayer ID, and contact information
2. Current year summary 1099 balances as provided by the City.

Payroll -

1. Employee master file to include name, address, date of birth, SSN, contact information, dates (hire, anniversary, etc.), position, pay type, pay rate, deductions, retirement, banking (direct deposit), and tax settings.
2. Current year leave balances.
3. Current calendar year pay history to include paychecks, earnings, expense distribution, deductions and taxes.

Utility Billing -

1. Account master file to include name, billing address, service address, services, deposit, meter information, billing preferences and bank drafts.
2. Current year usage and prior two years.
3. Customer payment history for the current year and two prior years.

Municipal Court -

1. FundView will migrate/convert up to the last ten (10) years of historical data from the City's legacy system. FundView and the City will work together to reconcile the most recent twelve (12) months of data.

** Changes to the Chart of Accounts from the legacy system to the current system should be discussed with the City's auditor prior to implementing these changes in FundView.*

Statement of Confidentiality

This proposal is for the sole and exclusive use of the aforementioned entity. The information contained in this document is confidential. It shall not be disclosed outside of the entity, and shall not be duplicated, used or disclosed, in whole or in part, without express written consent of Fund Accounting Solution Technologies, Inc.



www.fastsw.com - (806) 794-3278

FundView Software ERP Solutions

FundView Annual Subscription Summary

DESCRIPTION	AMOUNT
Subscription Pricing - Annual	\$23,500.00
Annual Total:	\$23,500.00

FundView Professional Services - Initial Year Only

DESCRIPTION	AMOUNT
Professional Services - Initial Year Only	\$21,750.00
Total:	\$21,750.00

*Optional Subscriptions

DESCRIPTION	RECURRING
Optional Subscription Pricing - Annual	\$14,800.00
Optional Subtotal:	\$14,800.00

*Optional Services

DESCRIPTION	ONE-TIME
Optional Professional Services - Initial Year Only	\$9,250.00
Optional Subtotal:	\$9,250.00

Prepared for:
City of Blanco, TX
Sasha Ricks
Finance Director
(830) 833-4525
finance@cityofblancotx.gov

Prepared by:
FundView Software
Joe Wertz
Director of Sales
(806) 370-3710
joe.wertz@fastsw.com

Quote Information:
JW000218
Version: 1
Delivery Date: 07/08/2022
Expiration Date: 08/05/2022

OLD BUSINESS

ITEM #5

CITY OF BLANCO

MEMORANDUM

To: Mayor & City Council

From: City Administrator

Re: Modification of Approval Process for STR Permits

Date: January __, 2023

Mayor & Council:

I am writing to recommend a modification to the approval process for STR permits, to provide for administrative approval by the City Administrator if a STR permit application meets certain objective criteria in the current STR ordinance.

Background

In 2022, Council passed the STR ordinance which provided that, unless a STR was already operating and therefore held vested rights, all new STR permit applications would be deemed applications for special use permit (SUP). Therefore, the existing UDC review and approval process applies, with initial review of STR permit applications by City staff, then P&Z, and then Council. The SUP process also provides for public notice and hearing procedures. This process was adopted principally because the additional criteria adopted for STR permits requires substantial discretion that Council thought to make subject to wide public review. In short, whether the "character and usage" of a geographic area is "negatively affected" may be a controversial issue that should be subject to broad public notice and debate. Council adopted a 10% "guideline" in the ordinance to guide this debate, but broad discretion still remains, as it should.

With these positive elements of the current ordinance, City staff notes that the process can be administratively complex, cumbersome, and expensive. Additionally, when it is apparent at initial review that the STR permit application meets all objective criteria and will not result in more than 10% of the dwelling units in the surrounding block, neighborhood, or similar geographic areas to be STRs, the cost of the three-step review process may outweigh the benefit.

Recommendation

Accordingly, it is my recommendation that if a proposed STR permit 1) will not result in STRs operating in more than 10% of the dwelling units in the surrounding block, neighborhood, or similar geographic areas, and 2) otherwise meets the objective criteria in the ordinance, then the City Administrator be given discretion to grant the STR permit without further review from P&Z and City Council. In the event of a denial by the Administrator, appeal rights to P&Z and Council would stay in place.

NEW BUSINESS

ITEM #1

CITY OF BLANCO, TEXAS
GENERAL ELECTION ORDER

ORDINANCE 2023-O-001

AN ORDINANCE OF THE CITY OF BLANCO, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING ONE MAYOR AND TWO (2) COUNCILMEMBERS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF THE ELECTION.

WHEREAS, the laws of the State of Texas provide that on May 6, 2023, there shall be a general election for municipal officers; and

WHEREAS, the term for the Mayor is scheduled to expire at the next uniform election date; and

WHEREAS, the terms for the City Council Members Place 1 and 4 are scheduled to expire at the next uniform election date.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLANCO THAT:

SECTION 1. ELECTION

- A. A General Municipal Election is called and ordered for May 6, 2023, at which election the qualified voters of the City may vote for the purpose of electing the Mayor and two (2) City Council Members At-Large.
- B. Candidates for the above offices may file their application beginning at 8:00 a.m. January 18, 2023 and shall file their applications no later than 5:00 p.m. February 17, 2023, on the 78th day before the date of the election, as provided in Sections 141.031 and 143.007 of the Texas Election Code. All candidates for the offices to be filled in the election to be held on May 6, 2023, shall file their sworn application with the City Secretary of the City of Blanco at City Hall, 300 Pecan Street, Blanco, Texas, said applications shall be on a form as prescribed by the Election Code of the State of Texas.

***Please Note: Variables in red depend on if the City contracts with the County.**

The City Secretary shall note on the face of each application the date and time of its filing. All applications shall include a clear reference to the office the candidate is seeking and, if applicable, the position number.

- C. The present boundaries of the City shall constitute one election precinct. The polls shall be open for voting 7:00 a.m. to 7:00 p.m. at the following polling place:

ELECTION DAY POLLING PLACE

**Byars Building
City of Blanco
308 Pecan Street
Blanco, Texas 78606**

SECTION 2. APPOINTMENTS

- A. The Mayor is authorized to appoint the Presiding Election Judge, and the Alternate Presiding Election Judge. The Mayor is authorized to appointed additional alternates, if necessary. **The Presiding Judge shall have the authority to appoint no more than six (6) clerks to assist in the holding of the election, but in no event serve as the early voting ballot board for the election and the Presiding Judge of the election precinct shall also serve as the presiding officer of the Early Voting Ballot Board.** The Board shall process early voting results in accordance with the Texas Election Code. Compensation for each Election Judge(s) and Clerks shall be in accordance with Section 32.091 and 32.092 of the Texas Elections Code.
- B. **Laurie Cassidy, City Secretary, is hereby appointed clerk for early voting. The City Secretary is authorized to appoint a deputy clerk or clerks for early voting in accordance with Chapter 83, Subchapter B of the Election Code.**

SECTION 3. EARLY VOTING BY MAIL

Blanco County shall serve as Early Voting Clerk for the purpose of receiving ballot applications for ballots to be voted by mail. Ballot applications submitted by mail shall be addressed to the City's Early Voting Clerk at the following address:

Early Voting Clerk
P. O. Box 13
Johnson City, Texas 78636

SECTION 4. EARLY VOTING BY PERSONAL APPEARANCE

- A. The City Secretary shall serve as the Early Voting Clerk for early voting by personal appearance. The Early Voting Clerk shall have the authority to designate such deputy early voting clerks as may be necessary to staff the Early Voting Polling Place established under this Order.

- B. The place for early voting for the election shall be:

EARLY VOTING POLLING PLACE

City Hall
City of Blanco
300 Pecan Street
Blanco, Texas 78606

- C. The clerks shall keep the office open from 8:00 a.m. until 5:00 p.m., for early voting on each day that which is not a Saturday, a Sunday, or an official state holiday, beginning April 24, 2023, and continuing through May 2, 2023 for early voting by personal appearance. The clerks shall not permit anyone to vote early by personal appearance on any day which is not a regular working day for the clerk's office, and under no circumstances shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public. **The clerk's mailing address is P.O. Box 750, Blanco, Texas, 78606 where ballot applications and ballots voted by mail may be sent.** The early voting clerk shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent, in accordance with the provisions of the Election Code. The roster shall be maintained in a form approved by the Secretary of State.

SECTION 5. CONDUCT OF ELECTION

- A. **Paper ballots shall be used for the election, both in early voting and for voting on election day, in accordance with the Election Code. The use of at least one (1) voting station that complies with Section 61.012 of the Texas Election Code, which provides a practical and effective means for voters with physical disabilities to cast a secret ballot is hereby authorized.**
- B. **A central counting station is established at the place designated as the polling place in Section 1 hereof. The City Secretary, Laurie Cassidy, is appointed counting station manager and tabulation supervisor. The Presiding Election Judge is appointed presiding judge of the central counting station. The City Secretary may appoint such clerks to serve at the central counting station as she may deem necessary.**
- C. All expenditures necessary for the conduct of the election, the purchase of materials, and the employment of all election officials are hereby authorized in accordance with the Election Code. The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct the election.

- D. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the Election Code. The City Secretary shall post a notice in her office, at least seventy-two (72) hours prior to the date on which the drawing is to be held, of the time and place of the drawing, and shall also give personal notice to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by such candidate, shall have a right to be present and observe the drawing.
- E. The Mayor and two (2) City Council Member candidates receiving the highest number of votes shall be declared elected to such positions.
- F. Notice of this election shall be given in accordance with the provisions of the Election Code. The Mayor shall issue all necessary orders and writs for such election and returns of the election shall be made to the City Secretary immediately after the closing of the polls.
- G. All election materials shall be printed in English and Spanish as required by Section 272.001 of the Texas Election Code.
- H. The election shall be held in accordance with the applicable requirements of the Texas Election Code. If any provisions of this ordinance conflicts with a mandatory provision of the Election Code, it is the intention of the City Council that the provision of the Election Code shall control.

SECTION 6. CANVASSING OF RETURNS

The City Secretary shall make a written return of the Election Results to the City Council in accordance with the Election Code. The City Council shall canvass the returns and declare the results of the Election in accordance with the Texas Election Code.

SECTION 7. AUTHORIZATION TO EXECUTE

The Mayor of the City of Blanco is authorized to execute, and the City Secretary is authorized to attest this Ordinance on behalf of the City Council. The Mayor is further authorized to do all other things legal and necessary in connection with the ordering, holding and consummation of the Election.

SECTION 8. EFFECTIVE DATE

This Ordinance is effective immediately upon its passage and approval.

SECTION 9. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

SECTION 10. PROPER NOTICE & MEETING

A quorum of the City Council was present at the meeting at which this Ordinance was adopted. The meeting was open to the public and public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED & APPROVED this, the _____ day of _____, 2023, by a vote of _____ *ayes*, _____ *nays*, _____ *abstentions* of the City Council of the City of Blanco, Texas.

CITY OF BLANCO, TEXAS

Rachel Lumpee, Mayor

ATTEST:

Laurie Cassidy, City Secretary

NEW BUSINESS

ITEM #2



FACT SHEET on PEC Area and Street Lighting

BACKGROUND: The Pedernales Electric Cooperative (PEC) has contracted to replace approximately 30,000 area and street lighting fixtures within portions of their service area, to be completed by early 2023. The upgraded fixtures have LED light emitters with specifications to be found here: Streetlight Specifications (<https://www.pec.coop/wp-content/uploads/2022/03/2022-03-16-PEC-Area-and-Street-Lighting.pdf>). The new fixtures will be much more efficient than the old ones, using significantly less electricity and providing substantially longer service. The lighting emitted from the fixtures will have a color temperature no greater than 3,000 degrees Kelvin (a warm, yellowish light) as required by several of the municipalities in the PEC service area. Shields are available to reduce glare and light trespass from the fixtures.

COMMON QUESTIONS:

1. Question: The light from the new fixture in front of my house is too bright. We don't need that much light at this location. How can I get it dimmed?

Answer: Dimming is not currently available, while the project is in deployment phase. If light is shining too brightly toward the home, consider requesting a shield.

2. Question: The light from the new fixture in front of my house shines in my bedroom window and is disturbing my sleep. Can it be shielded?

Answer: Yes, the fixture can be shielded to prevent the light from shining onto an area where it is not wanted or needed and/or to mitigate glare from the fixture. Several types of shields are available ranging from 360-degree shields to shields of lesser coverage. A request to shield the fixture be initiated by the member who is being billed for the fixture. The member who is paying for the fixture can contact PEC at 888-554-4732 or login to SmartHub to request any modification to the installed fixture to include a shield. The request must include the approximate location of the fixture and the pole number on which it is installed.

If the request for a shield is made before the fixture is installed, there will be a \$55 additional charge to be paid by the member who is being billed for the fixture. If the request for a shield is made after the fixture has been installed but within thirty (30) days of installation, the charge remains \$55 and is to be paid by the member who is billed for the fixture. If the request is made after the fixture has been in place for longer than 30 days, there is a \$160 charge. This is a pass-through charge from the contractor PEC will charge to the billing statement. <https://pec.smarthub.coop/>.

3. Question: How does one determine the owner of a particular area or street light fixture?

Answer: To request a modification of an area light or streetlight, individuals will have to reach out to the member who is being billed for the lighting fixture. The member who pays for the fixture will have to make the request. PEC does not provide any private member data to other members. However, PEC can disclose if the fixture is billed to a government entity, an HOA, a business, or other non-personal entity.

4. Question: The fixture specification sheet indicates that fixtures are also available with 2700 Kelvin light emitters (a warmer color than 3,000 Kelvin). Is there any way to lower the Kelvin temperature to 2700 Kelvin or less?

Answer: The PEC's standard light fixtures are 3,000 Kelvin. There is currently not an available 2,700 Kelvin option.

5. Question: How do I request that an area or street lighting fixture be removed entirely?

Answer: The member who is being billed for the fixture must make such a request. There may be a charge to remove and dispose of the fixture that could vary fixture to fixture. Requests to remove area or street light fixtures may be made to PEC at 888-554-4732 or login to SmartHub to create a light repair inquiry. <https://pec.smarthub.coop/>

6. Question: How do I request that an area light or streetlight be installed in a location where there is none now?

Answer: The owner of the property on which the fixture is to be installed must contact PEC with the request. Requests may be made to PEC at 888-554-4732 or login to SmartHub to make a request. Residents in municipalities or those in areas covered by a Homeowners Association (HOA), Property Owners Association (POA), etc., are cautioned to ensure the installation would not violate any ordinances or restrictions therein. <https://pec.smarthub.coop/>

NOTE: The information in this Fact Sheet was compiled by the Blanco County Friends of the Night Sky and the Comal County Friends of the Night Sky and verified by PEC. It was current as of January 6, 2023.

NEW BUSINESS

ITEM #3



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

STAFF REPORT: 2/7/23

DESCRIPTION: Request from Staff for authorization to go out for RFP for municipal court fees and fines collection services.

ANALYSIS: In the past Blanco used Net Data who used GHS as third party collection service. Because the City transitioned their software data from Net Data to Fundview the City now needs a new third party collection service

FISCAL IMPACT:

RECOMMENDATION: Recommendation is for Council to authorize staff to go out for RFP.



**CITY OF BLANCO, TEXAS
REQUEST FOR PROPOSALS (RFP)**

RFP 23-002

MUNICIPAL COURT COLLECTION SERVICES

**PROPOSAL DUE DATE:
MONTH XX, 2023, AT 2:00 P.M. (CST)**

ISSUED BY:

City of Blanco, Texas

**CONTRACTOR ACKNOWLEDGEMENT FORM
MUNICIPAL COURT COLLECTION SERVICES
(RFP 23-002)**

The undersigned hereby certifies that he/she understands the Request for Proposal, has read the document in its entirety and that the prices contained in this Proposal have been carefully reviewed and are submitted as correct. Contractor further certifies and agrees to furnish any or all products/services at the price offered and upon conditions contained in the Request for Proposal.

The following information must be filled out in its entirety for the proposal to be considered.

Company Name: _____

Federal Tax Identification Number: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____
Phone Fax

Address, Phone and Fax for Principal Place of Business: _____

Phone Fax

Name of Authorized Representative: _____

Printed Name

Signature Date

E-Mail Address of Representative: _____

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

MUNICIPAL COURT COLLECTION SERVICES (RFP 23-002)

Please ensure that you complete and return the following documents and information to the City of Blanco (City) Finance Department to the address shown in Section B of the Request for Proposal before the submission deadline. Late submittals will not be accepted.

PROVIDED REQUIREMENTS:

- () One (1) ORIGINAL copy and five (5) COPIES of the Proposal packaged in a sealed container/envelope clearly marked with the RFP number, title, due date/time, and company name and address on the outside of the container.

- () Contractor Acknowledgement Form. This document **MUST** be completed in blue or black ink or typewritten. **Signatures must be original, in blue or black ink, and by hand.**

- () Insurance Requirement Affidavit (Appendix A) or provide a copy of your current Certificate of Insurance.

- () Complete responses requested in RFP under Section K, Response Format and Preparation Instructions.

- () Provide financial reports as outlined in Section L, Right of the City to Request Further Documentation.

- () Provide five (5) court client references.

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

PLEASE INCLUDE THIS COMPLETED PAGE AS THE SECOND PAGE OF YOUR SUBMITTAL.

ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from an Invitation to Bid in that the City is not seeking a bid/quotation that meets the City's specifications at the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Sealed proposals will be evaluated based upon responses to the required services outlined in Section I. Quality of services, professional experience, comparable performance, positive references, additional services or capabilities will be prioritized over price.

The proposal evaluation criteria in Section J should be viewed as standards that measure how well a Contractor's approach meets the desired requirements and needs of the City. The City will thoroughly review all proposals received. The City will also use its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with Contractors (after receipt of all proposals).

A Purchase Order/Contract will be awarded to the qualified Contractor submitting the best proposal. The City reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, qualifications, and desired performance levels.

The final selection and award of a contract can only be authorized by the City Council of the City of Blanco, Texas.

Schedule for this RFP

- Solicitation Posted: Month, Date, 2023
- Questions Due: Month, Date, 2023
- Review Questions: Month, Date, 2023
- Addenda to respond to questions posted: Month, Date, 2023
- Proposals Due: Month, Date, 2023 (note any holidays)
- Team Review: Month, Date, 2023
- Interview shortlist: Month, Date, 2023
- Award: Month, Date, 2023

**MUNICIPAL COURT COLLECTION SERVICES
(RFP 23-002)**

INTENT

The City of Blanco, Texas, hereinafter referred to as “the City”, is soliciting proposals for Municipal Court collection services. It is the City’s desire to contract with one Contractor to collect fees for Class C Misdemeanor violations that are past due and/or in warrant status.

The Contractor submitting the successful proposal must clearly demonstrate its ability to provide immediate and consistent efforts in collections and provide a timely return of the dollars collected.

A. PROPOSAL SUBMISSION PROCESS, DUE DATE, AND REQUIRED DOCUMENTS:

One (1) original and five (5) copies of the response, including all required forms and applicable supporting documentation, are required. The original must be clearly marked “ORIGINAL”, and the copies must be clearly marked “COPY”.

Proposals are due no later than Month Date, 2023 at 2:00 p.m., Central Standard Time. The responses must be bound and sealed when submitted. The response material must be addressed and delivered to:

**Laurie Cassidy
City Secretary
City of BLANCO
300 Pecan Street
Blanco, Texas 78606**

The outside of the sealed envelope or container must state:

RFP 23-002 MUNICIPAL COURT COLLECTION SERVICES

Responses received later than the above date and time will be rejected and returned unopened. Timely proposals will be opened on the date specified in the RFP and will be kept secret during the negotiation process. All proposals that have been submitted timely shall be open to public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and marked “confidential” by the proper responding party.

C. CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this Request for Proposals must be submitted, in writing, no later than 2:00 p.m. on Month Date, 2023, and shall be emailed to Laurie Cassidy, City Secretary at citysec@cityofblancotx.gov

The City’s RFP is structured to encourage competitive proposals. It is the Contractor’s responsibility to advise the City’s Director of the Finance Department if any language, requirements, etc., or any combinations thereof, inadvertently restricts or creates a non-competitive, single source outcome.

D. CONTRACT TERM

The initial contract shall be for a two (2) year period commencing on date of award. The City shall have the option to extend the term of the contract for three (3) additional one-year periods. Thereafter, this agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless either party gives prior notice of termination.

E. CANCELLATION

The successful Contractor will be awarded a contract on an exclusive basis. The City has the option to terminate the contract during the first six (6) months of the contract if the successful Contractor does not perform to the City's satisfaction. Thereafter, either party may terminate the contract by giving the other party thirty (30) days prior written notice. Upon termination, the successful Contractor shall have an additional thirty (30) days to collect the outstanding accounts. The successful Contractor may not assign the contract to any other party without the prior written consent of the City.

The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract (or renewal option) for which funding is not available.

F. QUALIFICATIONS OF CONTRACTOR

By submitting a proposal, the Contractor certifies that they are duly qualified, capable, and financially stable business entity that is not in receivership or contemplates same, nor has filed for bankruptcy. The Contractor must not be indebted to the City and shall not owe any back taxes to the City. The Contractor warrants that they are familiar with all laws, regulations, and court processes applicable to the type of business required herein.

The contract will be awarded by the City to a responsible Contractor. To qualify as responsible, a Contractor must meet the following qualifications as they relate to this request for proposals.

- Demonstrates adequate technical and financial resources for consistent performance.
- Employees the necessary personnel, collection infrastructure, and management/legal experience in the field of municipal court collection service accounts.
- Maintains a satisfactory record of performance in municipal court collection programs.
- Possesses a minimum of five (5) years of collection experience in the municipal court service industry for similar to or larger sized Texas municipalities as the City.
- Must be able to provide collection and financial reports.

G. EXCEPTIONS

Any exceptions to the requirements stated herein must be submitted in writing in the Contractor's response. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken, for consideration to be given to the proposal.

H. SELECTION AND AWARD PROCESS

- a. Responses to this RFP will be reviewed by an evaluation committee, which may include senior City management representatives, a financial officer, and/or an independent consultant. A short list of potential Contractors will be identified and may be interviewed by the evaluation committee.
- b. Selection shall be based on the evaluation factors published in Section J of this RFP. After the evaluation committee makes its initial selection, it shall proceed to negotiate a contract.
- c. If the City is unable to negotiate a satisfactory contract with the most highly qualified Contractor, the City shall formally end negotiations with that Contractor and begin negotiations with the second most highly qualified Contractor.
- d. Negotiations shall be undertaken in this sequence until a contract is made. The evaluation committee may allow proposal revisions after submission to obtain the best final proposal. Following the interviews and negotiations, the evaluation committee will recommend a Contractor to the City Council. The City Council will make the final selection based on the evaluation committee's recommendation and whether the qualified Contractor's proposal is determined to be the most advantageous to the City, considering the evaluation factors set forth in this RFP.
- e. No individual City employee or any City Department has the authority to legally and/or financially commit the City to any contract or agreement for goods or services.

I. COLLECTION SERVICES

1. Background

The City Municipal Court currently has _____ outstanding warrants with a balance of \$ _____. The court issues approximately _____ warrants a year with a total average value of \$ _____ annually.

2. Nature of Services Required

- a. The City's court department will provide files electronically to the successful Contractor of those persons having outstanding City Municipal Court cases. This information can include, but is not limited to the following:
 - Person's name, personal identifiers, and driver license number, last known residential address, last known telephone number, citation number, alleged offense committed, offense date, amount of fine, amount paid (if any), amount due, and if applicable, date of warrant and amount of warrant fine.
 - City will provide current file layouts. Electronic transfer of data must include the Contractor having a PC that enables the City to Email an attachment or upload to the Internet via secure FTP. The Contractor must be able to receive and return City files.

- It will be the Contractor's responsibility to assure compatibility of City's data files and transmittal medium to the Contractor's computer system. The Contractor shall bear all costs for data conversion to make the City's computer system compatible with the Contractor's and for any incidental costs related to the data transfer.
- b. The City will send outstanding misdemeanors warrants and cases to the Contractor monthly:
- Active Alias Warrants -These are warrants in which no judgment has been entered assessing any sums due from the defendant in the case; the defendant is subject to immediate arrest to answer for the pending criminal charge.
 - Active Capias Pro Fine Warrants -These are warrants in which a judgment has been entered assessing a sum owed by the defendant to discharge the defendant from liability; the defendant is also subject to immediate arrest.
 - Outstanding Cases -These cases are outstanding Class C Misdemeanors for traffic, non-traffic, and parking violations that occurred within the incorporated City limits, including City Ordinance violations. These are cases that may or may not have appeared before the Court and may or may not have judgment entered against them. Therefore, the defendant is not subject to immediate arrest.
- c. The City will supply the Contractor with two separate listings. They shall be known as the History File and the Collect and Warrant File.
- The History File shall be provided one time only. This file will contain the entire backlog of active warrants and cases.
 - The Collect and Warrant File shall be issued on a regular or as needed basis and shall contain those cases that are Active Warrants that were processed by the City Police Department.
- d. Contractor agrees to perform the following:
- Contractor will become familiar with the legal distinctions of each type of case and warrant submitted for collection effort and will develop a series of contacts with the defendant that do not violate the defendant's statutory and constitutional rights.
 - Contractor will attempt to contact the defendant named in any case or warrant submitted for collection service at least eight (8) times in a 180-day period through rotating telephone and letter communications. Voice/telephone contact attempts shall be limited to the hours between 8:00 A.M. and 9:00 P.M., Monday through Saturday. No Sunday contacts will be attempted.
 - Contractor will submit written scripts for telephone contacts and collection notices for approval by the City for each type of case/warrant submitted to Contractor for collection services. The Contractor shall pay all costs related to telephone and written communications.
 - Contractor will instruct all defendants to forward monies directly to the City Municipal Court. Should the Contractor receive a payment from a defendant, the Contractor shall forward payment directly to the City within the next business day.
 - Contractor shall use due diligence, reasonable and ethical methods, and employ lawful means to effect collection on the City's outstanding cases and warrants while adhering to all federal and state laws governing collections.
 - Contractor will guarantee that every defendant will be dealt with in a professional and courteous manner.
 - The City may recall any account; the Contractor will not be entitled to any fee for any money collected after any case has been recalled.

- Contractor will return information on cases submitted for collection services including all information developed by the Contractor regarding the defendant or account holder on his/her whereabouts, as requested by the City.
 - Contractor will assign a customer service representative to the City to address day-to-day collection issues.
- e. Additional written and/or telephone contacts may be made at the choice of the Contractor within the hours stipulated in d. above.
- f. Contractor shall assist the City Police Department with its Warrant Round-Up, or Amnesty Programs as requested, by sending out additional notices and providing the City with an updated address list of defendants within the City's incorporated boundaries.
- g. All information supplied by the City to the Contractor shall be kept confidential and not disclosed to parties other than the Contractor's employees on a need-to-know basis for the purpose of contract performance and to the defendant. Contractor shall not disclose social security number, driver's license number or any other sensitive information deemed confidential by the City to anyone other than the defendant. The City will notify Contractor of information considered confidential, as appropriate.
- h. Both the City and the Contractor will jointly review the appropriate case sor warrants for which payment is due to the Contractor monthly.
- The Contractor will be paid a collection fee in accordance with Article 103.0031 of the Texas Code of Criminal Procedure, as amended.
 - Contractor will not be entitled to reimbursement for expenses incurred under the Contract.
 - The City shall not be liable under the contract for any services that are unsatisfactory or that the City has not approved.

J. EVALUATION FACTORS

1. Completeness

Each response will be reviewed before the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included and in the proper order.

2. Formal Evaluation

- **Evaluation Process**

The City will formally evaluate each response. The evaluation process will objectively grade the responses on their merit and responsiveness. Responses will be evaluated based on the material and substantiating evidence presented in the response, and not based on what could be inferred. The evaluation process will include verification of references, verification of project team resumes, confirmation of financial stability, and may also request additional information as determined by the City in its sole discretion.

- **Scoring Format**

Each section of the RFP response will be considered a separate selection criterion and will be scored individually. All scores will be summed to give the grand total score. The maximum

possible grand total score for the RFP response is 100 points.

POINT VALUES:

→ Contractor Qualifications:	25 Total Points
→ Collection Procedures	20 Total Points
→ Project Personnel	20 Total Points
→ Collection Technology & Monthly Activity Reports:	25 Total Points
→ Cost/Fee Charged to City:	10 Total Points

PROPOSAL POINTS:	100
BONUS POINTS FOR CLARITY & BREVITY	5
TOTAL POINTS POSSIBLE	105

3. Oral Interview

After the formal evaluations, the City may decide on oral interviews and/or a presentation to the City Council to address specific questions or issues with selected Contractors.

4. Final Selection/Notification

Final selection will be made in accordance with Chapter 252, Texas Local Government Code. The evaluation of the RFP responses and the oral interview (if conducted) will be considered. The Contractor with the highest overall evaluation score shall be recommended to the City Council for consideration. The selected Contractor will be notified by the City upon selection by the City Council.

K. RESPONSE FORMAT, PREPARATION & SUBMISSION INSTRUCTIONS

Contractors shall use the prescribed format outlined in this RFP to clearly describe their proposal.

Contractors shall provide one (1) original and five (5) copies of the response. One electronic pdf copy of the response must be emailed to the City at emailaddress@City.tx.us. Proposals are due no later than MONTH DAY, YEAR at ___:00 p.m., Central Standard Time. The CITY’s email server can support the receipt of files no larger than XXXKB so please ensure that your emailed pdf file meets this criterion.

Each response will be reviewed to determine if it is complete before evaluation. The City reserves the right to eliminate from further consideration any response that is deemed to be unresponsive to this RFP. Proposals will be evaluated based on the material presented in the proposal, and not on what may be inferred. Contractors should strive for clarity and brevity in all documentation.

To simplify the review process and obtain the maximum degree of comparison, proposals must adhere to the outline and order below. Be specific about the Contractor’s collection expertise in the sections that follow. Failure to provide a response, answer questions and/or provide documentation, as requested, will result in loss of points in that section. Begin each section (A, B, C, D, and E) on a separate page. Number the pages in each section consecutively. Each page shall have the RFP number and name of the Contractor indicated clearly at the lower right corner.

A. Offeror Qualifications (25 Points)

1. Experience in court collections as it applies to the collection of outstanding Class C Misdemeanor cases and warrants. List court clients that the Contractor has represented in the past five (5) years and include what type of collections was carried out for them. Separate clients by a) Texas Municipal Courts and b) Texas County Courts.
2. References from Texas courts, preferably municipal courts. Provide a minimum of 5 with at least 3 of those courts having volumes similar to the City's Court.
 - a) All references requested in this proposal shall include the name of the court client, name of contact person, physical address, telephone and fax numbers, and the email address of the contact person.
 - b) Provide cumulative recovery and resolution performance for each reference; include data on the percentage of accounts that are aged/ delinquent more than two years.
3. Ability to collect court debts legally and ethically. Provide BBB, ACA and any other professional rankings associated with your business.
4. Compliance with the Fair Debt Collection Practices ACT, Fair Credit Reporting Act and the Federal Trade Commission's rules and regulations.
5. Assistance with Amnesty, Warrant Round-Up, and with providing other services and innovative programs to facilitate collection on outstanding court warrants.

B. Collection Procedures (20 Points)

1. Summarize your collection activities and techniques proposed to collect the City's outstanding warrants and cases.
2. Explain your collection methodology and include a timetable for your work plan.
 - Do you stratify accounts by age or amount owed?
 - When do you recommend an account be coded as uncollectible?
3. Provide examples of correspondence that will be used for collecting delinquent court fines and fees.
4. Describe your contact center/customer service operations and resources.
5. Discuss your methodology for handling customer questions/problems.
6. Describe the methodology for handling non-English speaking customers.
7. Identify all payment options available to defendants.
8. Profile any additional services/tools available to help collect outstanding cases.

C. Project Personnel (20 Points)

1. State the location of the office, as well as the number of professional employees at that office with a primary responsibility for the City's collection program.
2. Submit an organization chart that identifies all key personnel for the City's collection program.
3. Identify the individuals that will coordinate and resolve all business matters between the City and the Contractor and include their experience and length of service with the Contractor.
4. Identify and describe the qualifications and tenure of the primary staff that will be assigned to oversee and manage the collection activities for the City.
5. Describe collection staff qualifications, training and discipline as needed.

D. Collection Technology & Monthly Activity Reports (25 Points)

1. Discuss your experience working and interfacing with City Incode software for municipal court operations.
2. Provide a brief description of the computer system used and its update capabilities.
3. Describe the adequacy of your data processing resources.

4. Provide an overview of procedure for data transfers and include the form and frequency of electronic data transfers both to and from your company.
5. Explain your record retention capabilities and policies.
6. Describe your reporting process/policy.
7. Identify the type(s) of access that will be offered to the City for on-line inquiry and reporting.
8. Maintain and make available for inspection, audit and/or reproduction by authorized representatives of the City or any external auditor representing the City, the books, documents, and other relevant information pertaining to the collections carried out for the City and the expenses of this contract.
9. Include samples of reports used to document collection results that will be provided monthly.

E. Cost/Fee Charged to the City (10 Points)

The Contractor's proposal must clearly explain the cost/fee structure and how the City will be invoiced for collection services. In 2003, the Texas Legislature amended the Texas Code of Criminal Procedure, Article 103.0031, to allow municipal courts to assess a flat 30 percent fee collection fee on all accounts 60 days past due that they refer to a collection firm. Defendants for all adjudicated cases, as well as all non-adjudicated cases that occurred after June 17, 2003 pay this fee, not the courts. The proposal must include at a minimum the following:

1. Cost/fee/rate for collection services that will be provided to the City.
2. Explain exactly how the cost/fee/rate will be applied per transaction and how your invoices will be calculated.
3. Provide information on the frequency of billing (invoice) submitted to the City.
4. Identify any late charges or interest that would be applicable and how it will be calculated.
5. Describe any surcharges for credit card payments or for approved payment plans.
6. Provide an example of the invoice/bill that will be used to bill the City.

L. RIGHT OF THE CITY TO REQUEST FURTHER DOCUMENTATION

The City reserves the right to request additional documentation that it deems appropriate and necessary for the review and award process during both the initial proposal review process and the negotiation/award/appointment phase.

Financial statements are being requested to determine the eligibility of a bidder to receive a contract. Financial statements shall be composed of a balance sheet, income statement, and appropriate supporting schedules, such as note disclosures or cash flows, as of the end of the company's most recent fiscal year. Financial statements are to be audited, reviewed, or compiled by an independent Certified Public Accountant. Pro-forma financial statements will not be accepted by the City.

All financial statements are considered confidential information, are reviewed by a member of the City's Finance Department, and will be returned to the proposer upon request.

M. RIGHT OF THE CITY TO CANCEL REQUEST FOR PROPOSALS, ELECT NOT TO AWARD, REJECT PROPOSALS, AND WAIVE INFORMALITIES OR IRREGULARITIES

The City expressly reserves the right to cancel this RFP at any time, to elect not to award any or all the contracts cited in this RFP, to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

N. EQUAL OPPORTUNITY IN CITY BUSINESS CONTRACTING

Race, religion, sex, color, ethnicity, and national origin will not be used as criteria in the City's business contracting practices. Every effort will be made to ensure that all persons regardless of race, religion, sex, color, ethnicity, and national origin have equal access to contracts and other business opportunities with the City.

O. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

Each Contractor shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

Before submitting a proposal, each Contractor shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Contractor from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

P. PROPOSAL COPIES

CONTRACTOR MUST SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES OF THE SEALED PROPOSAL PRIOR TO THE DUE DATE/TIME DEADLINE AT THE FOLLOWING ADDRESS:

Laurie Cassidy
City Secretary
City of BLANCO
300 Pecan Street
Blanco, Texas 78606

ONE ELECTRONIC PDF COPY OF THE RESPONSE MUST ALSO BE EMAILED TO THE CITY AT CITYSEC@CITYOFBLANCOTX.GOV.

FAILURE TO SUBMIT ALL REQUIRED PROPOSALS MAY RESULT IN THE PROPOSAL BEING DECLARED NON-

RESPONSIVE. The original must be clearly marked "ORIGINAL", and the copies must be clearly marked "COPY".

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by Contractors shall become the property of the City when received.

Q. PROPOSAL PREPARATION COSTS

Issuance of this RFP does not commit the City in any way to pay any costs incurred in the preparation and submission of a proposal. The issuance of this RFP does not obligate the City to enter contract for any services or equipment. All costs related to the preparation and submission of a proposal shall be paid by the Contractor.

R. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

Proposals will be opened in a manner that avoids disclosure of the contents to competing Contractors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

The City will honor notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of a proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. If it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

S. CONFLICT OF INTEREST

The Contractor shall not offer or accept gifts or anything of value nor enter any business arrangement with any employee, official or agent of the City.

By signing and submitting the Proposal, the Contractor certifies and represents to the City that the Contractor has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Request for Proposal.

T. ANTI-LOBBYING PROVISION

During the period between proposal submission date and the contract award, Contractors, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except during City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude Contractors from discussing other matters with City Council members or City Staff. This policy is intended to create a level playing field for all potential Contractors, assure that contract decisions are made in public, and to protect the integrity of the RFP process.

Violation of this provision may result in total rejection of the Contractor's proposal.

U. AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show Contractor name and address of Contractor. The original proposal must be manually signed by an officer of the company having the authority to bind the contractor to its provisions. The person signing proposal must show title or **AUTHORITY TO BIND THEIR FIRM IN A CONTRACT**. Failure to manually sign proposal will disqualify the proposal from being accepted by the City.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement **CERTIFICATE OF INSURANCE**. All copies of the Certificates of Insurance shall reference the project name or RFP number for which the insurance is being supplied.

All notices shall be given to the City at the following address:

Laurie Cassidy
City Secretary
City of BLANCO
300 Pecan Street
Blanco, Texas 78606

APPENDIX A

CITY OF BLANCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the City shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, and employees as additional insured as to all applicable coverage except for workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

Acord Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted by the successful Contractor prior to contract execution. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended. All coverage amounts listed shall be in United States dollars.

Type of Contract

Type and Amount of Insurance

Professional Services

General Liability insurance for Personal Injury (Including death) and Property Damage with a minimum of \$1 million per occurrence and \$2 million aggregate, including personal injury and media exposure.

Professional Liability Insurance with a minimum of \$1 million per occurrence and \$4 million aggregate.

Professional Technology/Cybercrime insurance with a minimum of \$3 million per occurrence and \$10 million aggregate.

Crime insurance with a minimum of \$1 million per occurrence and \$4 million aggregate.

Workers Compensation insurance as required by state law.

NEW BUSINESS

ITEM #4

CHANGE ORDER NO. 8

PROJECT: 1.0 MGD Water Treatment Plant Improvements
OWNER: City of Blanco
P.O. Box 750
Blanco, TX 78606
CONTRACTOR: Associated Construction Partners, Ltd
215 W Bandera Road, Suite 114-461
Boerne, Texas 78006

CONTRACT FOR: TWDB Project No. 62748
DATE OF ISSUANCE: January 31, 2023
ENGINEER: Ardurra Group, Inc.
8918 Tesoro Drive, Suite 401
San Antonio, Texas 78217
ARDURRA PROJ. NO.: 220001.000.2

You are directed to make the following changes in the Contract Documents.

Description: Contract time extension due to material shipping delays and changes made in the field.

Purpose of Change Order: The purpose of this Change Order is to capture construction time extension days previously approved in the field. Additional construction days were requested due to delays associated with the Solids Contact Clarifier delivery times, PEC permanent power delays, and material shortages.

Attachments: ACP Change Order Summary and Schedule dated January 3, 2023

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$5,741,700.00
Previous Change Order Nos. 1 to 7
\$ 491,447.44
Contract Price prior to this Change Order
\$ 6,233,147.44
Net Increase of this Change Order
\$ 0
Contract Price with all approved Change Orders
\$ 6,233,147.44

CHANGE IN CONTRACT TIME:

Original Contract Time:
360 Calendar Days **Date of Completion:**
December 30, 2021
Net change from previous Change Orders:
192 Calendar Days July 10, 2022
Contract Time Prior to this Change Order
552 Calendar Days July 10, 2022
Net Increase of this Change Order
253 Calendar Days March 20, 2023
Contract Time with all approved Change Orders
805 Calendar Days March 20, 2023

RECOMMENDED:

By Byron Sanderfer
Ardurra Group, Inc.
Byron Sanderfer, P.E.
Public Works Practice Director

APPROVED:

By _____
City of Blanco
Warren Escovy
City Administrator

APPROVED:

By Fernando Gadena
Associated Construction Partners, Ltd
Fernando Gadena
Project Manager



215 W. Bandera Rd. Ste. 114-461
 Boerne, Texas 78006
 mgr@acpartners.org
 210.698.8714

CHANGE ORDER COST SUMMARY

PROJECT NAME: Blanco 1.0 MGD WTP Improvements C.P. # 8
 PROJECT NO: 1309
 ENGINEER: Byron Sanders - Ardurra DATE: 1/3/2023

DESCRIPTION OF CHANGE:

Contract time extension to final completion due to Solids Contact Clarifier delivery times and PEC permanent power delays. Total time requested to final completion is 253 days and substantial completion 223 days. See attached project schedule for more details.

General Contractor Direct Costs

Additive Costs

A Labor	\$0.00	
B Material	\$0.00	
C Equipment	\$0.00	
D Subtotal of Additive Cost		\$0.00

Deductive Costs (use minus sign to denote negative figures)

E Labor	\$0.00	
F Material	\$0.00	
G Equipment	\$0.00	
H Subtotal of Deductive Cost		\$0.00

I Contractor's Total Direct Cost (D+H) \$0.00

J Contractor's Overhead and Profit
20% \$0.00

K Total Contractor Direct Costs + Mark-up (Line I + J) \$0.00

L Total Subcontractor Direct Costs \$0.00

M Contractor's Overhead and Profit on Subcontractor Direct Costs
5% \$0.00

N Contractor Change Request (Line K + L + M) \$0.00

O Bonds & Insurance 2% \$0.00

P Total Contractor Change Request (Line N + O) \$0.00

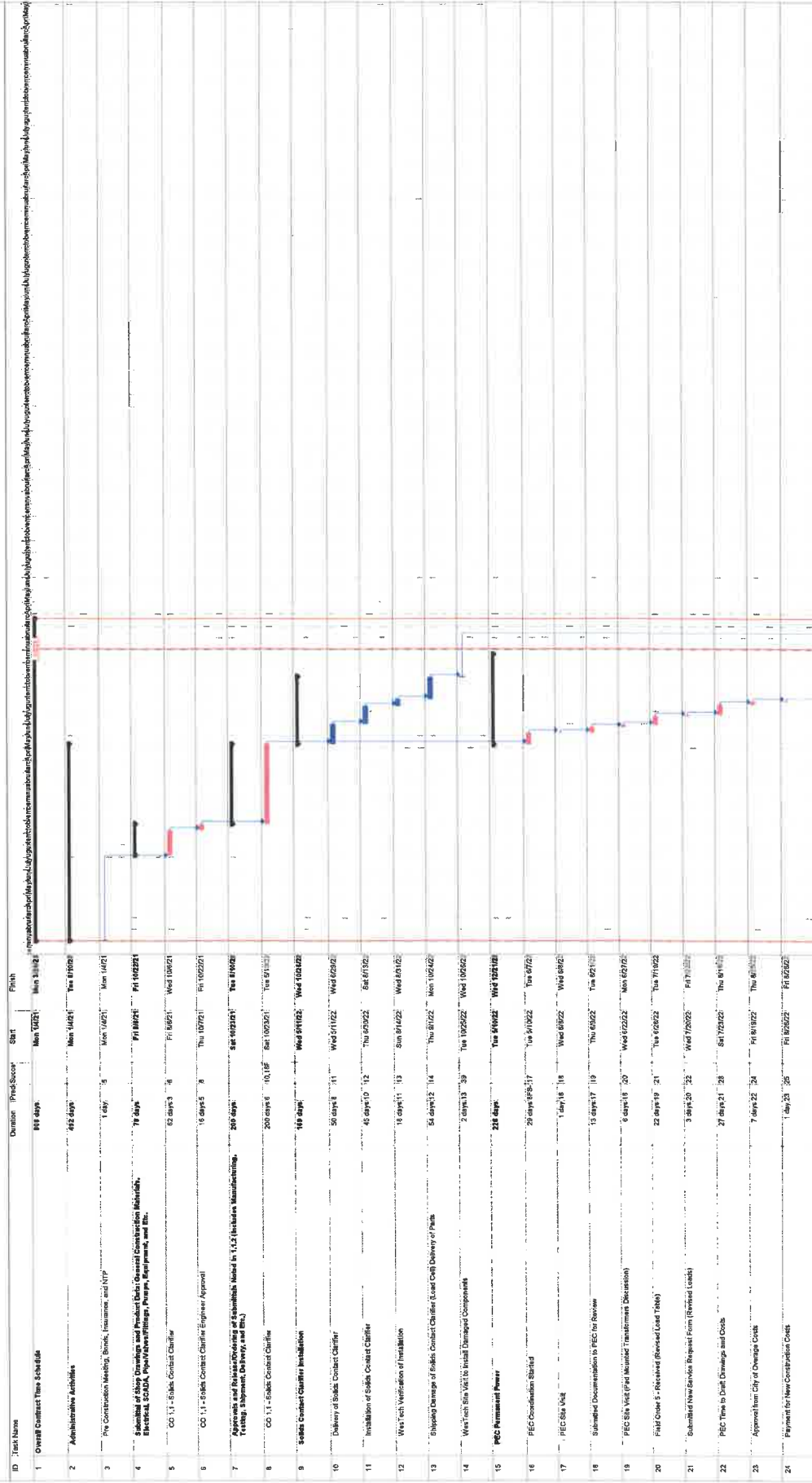
Frank 2/2/2023
 Contractor Signature Date

 Engineer Signature Date

 Owner Signature Date

Project Name: Blanco 1.0 MGD WTP Improvements
Project Owner: City of Blanco

Completion Schedule
1/3/2023



Associated Construction Partners, Ltd
 Project: Blanco 1.0 MGD WTP Improvements
 Suite 114-401
 Boerne, Texas 78008
 Phone: 214-968-2144
 Email: info@constructionpartners.com

Legend:
 Summary: Blue bar
 Critical: Red bar
 Milestone: Red vertical line
 Just-in-Milestone: Red vertical line with dot
 Manual Entry: Dotted line
 Duration: Dotted line
 Manual Entry: Dotted line
 Manual Summary: Dotted line
 Manual Summary: Dotted line
 Start-only: Blue arrow
 Finish-only: Red arrow
 External Milestone: Red vertical line with dot
 External Milestone: Red vertical line with dot

LOAD	DESCRIPTION	HP	CONNECTED	
			AMPS	KVA
IP-1	INTAKE PUMP	5	7.6	6.3
IP-2	INTAKE PUMP	5	7.6	6.3
IP-3	INTAKE PUMP	5	7.6	6.3
FP-1	FILTRATE PUMP	10	14	11.6
FP-2	FILTRATE PUMP	10	14	11.6
FP-3	FILTRATE PUMP	10	14	11.6
B-1	BLOWER	25	34	28.3
B-2	BLOWER	25	34	28.3
HSP-1	HIGH SERVICE PUMP	30	40	33.3
HSP-2	HIGH SERVICE PUMP	30	40	33.3
SSLS-P1	SANITARY SEWER PUMP	2	3.4	2.8
SSLS-P2	SANITARY SEWER PUMP	2	3.4	2.8
WSPS-1	WASTE SLUDGE PUMP	2	3.4	2.8
WSPS-2	WASTE SLUDGE PUMP	2	3.4	2.8
CSPS-P1	CLARIFIER SLUDGE PUMP	2	3.4	2.8
CSPS-P2	CLARIFIER SLUDGE PUMP	2	3.4	2.8
FDLS-P1	FACILITY DRAIN PUMP	3	4.8	2.8
FDLS-P2	FACILITY DRAIN PUMP	3	4.8	6.3
CFR-1	CONTACT CLARIFIER	0.5	1.1	0.9
CFRM-1	CLARIFIER MIXER	2	3.4	2.8
CFR-2	SLUDGE CLARIFIER	0.5	1.1	0.9
AC-1	AIR COMPRESSOR	5	7.6	6.3
ACU-1	HVAC CONDENSOR		10.5	8.7
T-1	480V-120/240V TRANSFORMER		104.2	50
	25% LARGEST LOAD		10	
TOTAL CONNECTED LOAD		181	380.7	272.4

From: Fernando Cadena
Sent: Friday, July 8, 2022 11:14 AM
To: Gary Freeland
Cc: Shane Simpson; Leighton Moore; Jillian Simpson
Subject: 1309 - Project Schedule Update

Gary,

As our 7/9/2022 substantial completion date approaches, several factors have impacted this milestone in the project. Including:

- The solids contact clarifier estimated vs. actual delivery took longer than expected during the execution of the change order. Since drafting and executing this change order, we have had concerns about the estimated delivery date provided by WesTech. During this time and ongoing, material shortages, longer than expected lead times, and market volatility were significant factors at play. Ultimately, these factors did affect this change order's delivery.
- Coordination with PEC started sixty days ago, and as of last week, PEC told us that a pad-mounted vs. pole-mounted transformer was the only way to supply the plant with a 600 AMP service.
- Due to issues isolating the underground water main, we have not completed the high service change order. We attempted to do so in June of 2022, but we still had 80 PSI of pressure on the line. Ardurra representatives have tried to isolate this service, but they have not been successful.
- Since the start of the project, material shortages and extended lead times have impacted our project. While ACP has made all efforts to keep the current timeline, there were many changes in how we performed the work as materials arrived. When this happens, scheduled tasks need to shuffle as materials arrive. This ultimately affects the overall project schedule, not just the activity or scope of work it pertains to. In other words, it has a cumulative impact on the schedule.

Since these issues are ongoing and further coordination from all parties is required, putting a time extension request together is complex at this time and, in our opinion, not the best course of action. There are too many unknowns. Too many variables can have a chain reaction to that specific task or others that follow. We are focused on the project and resolving the above issues as a team and stand ready to work with all parties to complete the project quickly. Due to the current volatility, we expect to have the time reconciled contractually and amicably between all parties (as it should be).

Best Regards,

Fernando Cadena
Project Manager
ACP, LTD
215 W Bandera Rd Ste 114-461
210-259-8276 – Mobile
210-698-8714 – Office
210-698-8712 - Fax



Special Note:

The information contained within, or attached to this e-mail is confidential and is intended only for the use of the individual or entity to which it is addressed. Dissemination, distribution, copying, or use of this e-mail is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete the message from your system.

NEW BUSINESS

ITEM #5



City of Blanco

P.O. Box 750 Blanco, Texas 78606
Office 830-833-4525 Fax 830-833-4121

STAFF REPORT: Feb 7, 2023

DESCRIPTION: RFP for solid waste trash services

ANALYSIS: The City of Blanco's trash service pick up for both residential and commercial services have been with Waste Connection for the past 5 years. Progressive, which was acquired or is related to Waste Connection has been Blanco's provider for about 12 years. The contract with WC is set to expire at the end of March which was why the City went out for RFP.

Two solid waste services bid on the project: Waste Connection and Hill Country Waste Solutions. Council has been provided with the City's current rate structure and both company's proposed rates. Hill Country Waste Solutions's residential rates are about 7% less than Waste Connections. Waste Connection has a proven track record with the City for the past twelve years. Both bidders have a proven track record in the Hill Country and both could serve the residents of Blanco.

FISCAL IMPACT:

RECOMMENDATION:

Current Blanco Rate Sheet

WC Current Charges
 What city charges customers

DESCRIPTION	FREQUENCY	PROGRESSIVE R		NEW RATE
		IESI CHARGES	6/2019 UPDATED 5/20/20	
RESIDENTIAL/IN CITY TOTER SERVICE	WEEKLY	\$11.81		\$14.51
COMMERCIAL	WEEKLY	\$15.64		\$19.35
RESIDENTIAL EXTRA TOTE	WEEKLY	\$5.95		\$12.14
EXTRA PICK UP FOR DUMPSTERS		\$19.87		\$20.68
2 YARD DUMPSTER	WEEKLY	\$56.40		\$61.49
2 YARD DUMPSTER	2 X A WEEK	\$127.28		\$133.79
3 YARD DUMPSTER	WEEKLY	\$82.54		\$89.97
3 YARD DUMPSTER	2 X A WEEK	\$164.20		\$178.99
4 YARD DUMPSTER	WEEKLY	\$99.24		\$108.18
4 YARD DUMPSTER	2 X A WEEK	\$193.23		\$210.61
4 YARD DUMPSTER	3 X A WEEK	\$297.83		\$303.85
4 YARD DUMPSTER	4 X A WEEK	\$425.29		\$448.46
4 YARD DUMPSTER	5 X A WEEK	\$553.80		\$568.84
6 YARD DUMPSTER	WEEKLY	\$151.69		\$165.59
6 YARD DUMPSTER	2 X A WEEK	\$304.07		\$319.34
6 YARD DUMPSTER	3 X A WEEK	\$455.88		\$468.96
6 YARD DUMPSTER	4 X A WEEK	\$608.13		\$624.25
6 YARD DUMPSTER	5 X A WEEK	\$767.70		\$787.02
8 YARD DUMPSTER	WEEKLY	\$198.22		\$206.15
8 YARD DUMPSTER	2 X A WEEK	\$386.41		\$398.10
8 YARD DUMPSTER	3 X A WEEK	\$579.61		\$591.33
8 YARD DUMPSTER	4 X A WEEK	\$792.82		\$812.64
8 YARD DUMPSTER	5 X A WEEK	\$1,010.28		\$1,034.45



WASTE CONNECTIONS
Connect with the Future®

Proposal for Solid Waste Collection & Disposal
City of Blanco, Texas
January 27, 2023

PRICING
INFORMATION

I. Rate:

The rate structure outlined below includes unit rates for residential, commercial and other services for the following options as requested in the RFP:

- Option 1- Once per week Residential Trash Service
- Option 2- Once per week Residential Trash Service ,Annual Residential Curbside Bulk/Brush Pickup
- Option 3- Once per week Residential Trash Service ,Residential Recycling every other week
- Option 4- - Once per week Residential Trash Service, Annual Residential Curbside Bulk/Brush Pickup, Residential Recycling every other week.

Rates include 5% franchise fee for all services, as applied in the current solid waste contract.

RESIDENTIAL SOLID WASTE SERVICES-MONTHLY COST PER HOME

OPTION 1 <u>Once (1) per trash week collection</u>		OPTION 2 <u>Once (1) per week trash collection</u> <u>Annual Residential Curbside Bulk Pickup</u>	
Residential	<u>\$11.81</u>	Residential Cost	<u>\$12.21</u>
Extra 95-gal trash cart	<u>\$5.95</u>	Extra 95-gal trash cart	<u>\$5.95</u>
OPTION 3 <u>Once (1) per week trash collection</u> <u>EOW Residential Recycling</u>		OPTION 4 <u>Once (1) per week trash collection</u> <u>Annual Residential Curbside Bulk Pickup</u> <u>EOW Residential Recycling</u>	
Residential 1XWeek	<u>\$16.81</u>	Residential 1XWeek	<u>\$17.21</u>
Extra 95-gal trash cart	<u>\$5.95</u>	Extra 95-gal trash cart	<u>\$5.95</u>
Extra 95-gal recycling cart	<u>\$4.00</u>	Extra 95-gal recycling cart	<u>\$4.00</u>

COMMERCIAL SOLID WASTE SERVICES:

- **96-Gallon Commercial Cart Collection**

Provide once (1) per week cart solid waste Commercial collection service (multi-day services available).

<u>Once (1) per week collection</u>
Rate Per Month
<u>\$16.42</u> +tax/per month

- **Commercial Dumpster Collection**

Commercial Services- One to five times/week					
Dumpster	1X	2X	3X	4X	5X
2 Yard	<u>\$59.22</u>	<u>\$109.12</u>	<u>163.67</u>	<u>218.23</u>	<u>\$272.79</u>
3 Yard	<u>\$86.67</u>	<u>\$168.09</u>	<u>252.14</u>	<u>336.18</u>	<u>420.23</u>
4 Yard	<u>\$109.16</u>	<u>\$212.55</u>	<u>\$327.61</u>	<u>\$436.64</u>	<u>\$609.18</u>
6 Yard	<u>\$164.27</u>	<u>\$324.27</u>	<u>\$486.35</u>	<u>\$643.54</u>	<u>\$118.24</u>
8 Yard	<u>\$213.13</u>	<u>\$300.97</u>	<u>\$613.59</u>	<u>\$818.11</u>	<u>\$1021.8</u>

H C W S

OPTION 1 - Below rates are what is payable to us prior to any Franchise Fee or Sales Tax

96 Gallon Toter Service		
Description	Rate	Serviced
Residential Trash	11.00	weekly
Residential Xtra Trash	5.55	weekly
Residential Recycle	5.50	biweekly
Residential Xtra Recycle	3.50	biweekly
Description	Rate	Serviced
Commercial Trash	15.00	weekly
Commercial Xtra Trash	12.00	weekly
Commercial Recycle	9.00	biweekly
Commercial Xtra Recycle	7.00	biweekly

Additional Services –

- 8 YD Front load dumpster rental
 - \$300 per dumpster
- 8 YD Bulk & Brush Cleanups
 - 1x per year additional \$0.40 per home
 - 2x per year additional \$0.80 per home

Commercial Front Load Dumpsters – Trash

	1x per wk	2x per wk	3x per wk	4x per wk	5x per wk
2 YD	52.45	118.37	N/A	N/A	N/A
3 YD	76.76	152.71	N/A	N/A	N/A
4 YD	92.29	179.71	276.98	395.52	515.03
6 YD	141.07	282.78	423.97	565.56	713.97
8 YD	184.34	359.37	539.03	737.33	939.56

Commercial Front Load Dumpsters – Recycling

	1x per wk	2x per wk	3x per wk	4x per wk	5x per wk
2 YD	49.83	N/A	N/A	N/A	N/A
3 YD	72.92	N/A	N/A	N/A	N/A
4 YD	87.68	N/A	N/A	N/A	N/A
6 YD	134.02	N/A	N/A	N/A	N/A
8 YD	175.12	N/A	N/A	N/A	N/A

Roll Off Services

	Delivery/Dry run	Haul	Rent	Disposal
20 YD	100	475	\$5/day	\$60/ton
30 YD	100	525	\$5/day	\$60/ton
40 YD	100	575	\$5/day	\$60/ton