

**CITY OF FREDERICKSBURG
CITY COUNCIL MEETING**

MONDAY, DECEMBER 1, 2014 ~ 5:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Graham Pearson, Council Member
Jerry Luckenbach, Council Member

Gary Neffendorf, Council Member
Bobby Watson, Council Member
Kent Myers, City Manager

(REQUEST ALL PAGERS AND PHONES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL.)

A G E N D A

CALL TO ORDER

PLEDGE OF ALLEGIANCE

Page Ref

1. **EXECUTIVE SESSION** 5:00 PM - Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government code Sections 551.071 (Consultation with Attorney, 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).
A. Executive Session - Consultation with Attorney - CTEC v City of Fredericksburg Hand Out
2. **CONSENT AGENDA**
A. Consider Gillespie County Health Department Board Appointments 1-2
B. Consider Appointment to CVB Board 3
C. City of Fredericksburg Mission Statement 4-5
3. **ORDINANCES - RESOLUTIONS - ACTION ITEMS**
A. Consider Ordinance for Z-1410 Amendment to Section 6.110 and Section 6.120 of the Zoning Ordinance Pertaining to Continuation of a Nonconforming Use and Structure. 6-15
4. **INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION**
A. Consider Master Plan - Ft Martin Scott 16
B. Consider Fleet Leasing and Management Program 17-20
C. Consider LCRA Tree Trimming Contract 21-24
D. Consider Professional Services Agreement for Streets and Drainage 25-45
E. Consider Management Intern Agreement 46-55
5. **CITY MANAGER'S REPORT**
A. January City Council Retreat
B. Christmas Parade
C. Old Fair Park Area Master Plan
D. Employee Recognitions
6. **ITEMS FOR FUTURE AGENDA**
7. **PUBLIC COMMENTS** - This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time.
8. **COUNCIL COMMENTS** - No discussion or action may take place.
9. **ADJOURN**



CITY COUNCIL MEMO

DATE: November 20, 2014

TO: City Council

FROM: Kelli Olfers

SUBJECT: Gillespie County Health Board Appointments

Summary:

We currently have three positions that need to be filled on the Gillespie County Health Board. Board terms are 3 years and start in January 2015

Recommendation:

It is recommended that council approve Jodi Johnson, along with approving the re-appointments of Tammy Amerson-Wilson and Tom Hutton..

Background / Analysis:

The Gillespie County Health Board is a county board that advises the City Council and Commissioners Court on items dealing with the general health and safety of Gillespie County residents. We had one applicant for the board and two current board members that expressed an interest in serving another term.

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The City of Fredericksburg



City of Fredericksburg

Application for Consideration of Appointment

Board / Commission / Committee You Are Applying For: (Check all that may apply)

- ☐ Planning & Zoning ☐ Historic Review Board ☐ Board of Adjustment
☐ G.C. Economic Development Commission ☒ City/County Health Board
☐ Other _____

Name: Jodi T. Johnson Date: 10/30/14
(Title) (First) (M.I.) (Last)

Home Address: 845 Teague Ln Pkg. 830-685-3263
(Street) (Home Phone Number)

Mailing Address: Same
(Street or Post Office Box #) (Business Phone Number)

Fax Number: 830-997-1268 E-mail Address: jjohnson@hillcountrymemorial.org

Employer: Hill Country Memorial
(Name / Address)

Occupation: RN

Are you a qualified voter of the City of Fredericksburg? Yes ☒ No Gillespie Co.

Are you a City of Fredericksburg resident? Yes ☒ No How Long? 23 yrs

So the council may know more about you, please complete the following:

Education: BSN

Volunteer Experience / Community Service: Volunteer - Oktoberfest, Food + Wine, Flu shots, student physicals

Areas of Interest: Community wellness

Please specify membership on any other governmental or community board/commission/committee:

None

Please provide a brief narrative outlining your reasons for seeking appointment to a board or commission.

(Resumé or additional information may be attached.)

I am looking for some community involvement, I think the Health Board has the opportunity to be proactive in promoting/directing wellness.

Signature: Jodi Johnson Date: 10/30/14

Please return the completed form to the City Manager's office for processing. Your application will be kept on file for 12 months.



CITY COUNCIL MEMO

DATE: December 1, 2014

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: CVB Board Appointment

Summary:

The CVB Board currently has a vacancy due to the recent resignation of Donna Herrera. They have nominated Doug Cochran, Superintendent of Enchanted Rock State Natural Area, for appointment to fill this vacancy.

Recommendation:

It is recommended that Doug Cochran be appointed to the CVB Board with a term expiring on September 30, 2016.

Background / Analysis:

Ernie Loeffler will attend Monday's Council meeting in case there are any questions regarding this nomination.

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The City of Fredericksburg



CITY COUNCIL MEMO

DATE: December 1, 2014

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: City Mission Statement

Summary:

The City needs a broad mission statement that we will promote and publicize to the public and our employees.

Recommendation:

It is recommended that the attached mission statement be adopted as recently recommended by City Department Heads.

Background / Analysis:

The City does not have a mission statement that states the overall purpose of the City organization. Last year at our City Manager/Department Head Retreat we discussed the need for a mission statement and developed a listing of the core values of the City of Fredericksburg. These core values include trust, honesty, quality services and willingness to go the extra mile. At this year's City Manager/Department Head Retreat we used these core values to develop the attached mission statement. Once this

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The City of Fredericksburg

statement is approved by the Council, we will share with other employees at our semi-annual meetings in January. We will also share with the public including posting on the City's website.



The City of Fredericksburg

MISSION OF THE CITY OF FREDERICKSBURG

The mission of the City of Fredericksburg is to provide a high level of city services creating an environment of pride among our City employees and trust among our citizens and visitors. These services will be delivered in an honest, reliable, caring and quality manner with a willingness to go the extra mile in order to satisfy our customers.



CITY COUNCIL MEMO

DATE: November 25, 2014

TO: City Council.

FROM: Brian Jordan, AICP

SUBJECT: Z-1410 Consider amending Section 6.110 and 6.120 of the Zoning Ordinance pertaining to Continuation of a Nonconforming Use and Structure.

Summary:

Recently, we considered two zoning cases for property at the corner of Franklin Street and S. Creek Street, for a change in zoning from R-2 Mixed Residential to C-2 Commercial. The initial case resulted in a change to C-1 Neighborhood Commercial and the latter case resulted in a denial. However, in the discussion with the City Council in the latest hearing, it was suggested that the City consider amending the nonconforming provisions of the Zoning Ordinance to allow a certain percentage of enlargement, expansion, extension or change, without the necessity of requiring a Conditional Use Permit. Currently, a non-conforming use in a commercial zone is required to obtain a Conditional Use Permit for any changes.

The Planning and Zoning Commission discussed this item at their meeting in October. In summary, there were a couple of members who favored allowing a percentage change without requiring a Conditional Use Permit, but the majority felt that the procedures in place were adequate to allow an owner to apply for a Conditional Use Permit for a change or enlargement. Those in favor felt that a long standing business with little or no opposition should be given some relief. Those not in favor felt



The City of Fredericksburg

that allowing a change or modification would establish a precedent and undermine the current procedures in place.

Recommendation:

The Planning and Zoning Commission conducted a public hearing on the matter at their November Meeting. They voted 7-1 in favor of keeping the current standards in place and not changing Section 6.110 and 6.120 of the Zoning Ordinance. Staff concurs with Commission.

If the Council is inclined to allow an expansion of a non-conforming use without a Conditional Use Permit, we would suggest that there be a certain percentage established and that it be based on the building on the site, and be limited to one time. In addition, we would suggest that a Site Plan be required and compliance with any development regulations that apply to the property. An ordinance has been prepared to allow this change and a list of existing non-conforming uses is attached.

We have received two letters in support of a change to the ordinance. These letters are from Carroll Bryla and the Central Hill Country Board of Realtors. These letters are attached.

Background / Analysis:

The concept behind a nonconforming use is that the property will eventually transition to a conforming use and, allowing it to expand is only prolonging this from taking place. We were only able to find one zoning action to allow the expansion of a non-conforming use in the past several years, and no denials.



The City of Fredericksburg

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 6, ENFORCEMENT, OF THE ZONING ORDINANCE OF THE CITY OF FREDERICKSBURG, SPECIFICALLY SECTION 6.110 CONTINUANCE OF A NONCONFORMING USE, OF THE CODE OF ORDINANCES OF THE CITY OF FREDERICKSBURG

WHEREAS, there are a limited number of non-conforming uses existing within commercially zoned areas in the City Limits of the City of Fredericksburg, and

WHEREAS, the nature of those uses is such that a small expansion of them would not violate the intention or objective of the City's Zoning Ordinance, and would not serve to perpetuate uses that are objectionable or which interfere with adjoining uses, and

WHEREAS, permitting a small enlargement of such uses areas zoned other than residential without the necessity of obtaining a conditional use permit would promote efficiency in the administration of the City's zoning regulations, and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS THAT THE FOLLOWING ORDINANCE BE AND IS HEREBY ENACTED AND THAT SECTION 6.110 CONTINUANCE OF A NONCONFORMING USE OF THE CODE OF ORDINANCES OF THE CITY OF FREDERICKSBURG BE AMENDED AS FOLLOWS:

Sec. 6.110. - Continuance of a Nonconforming Use.

Residential Districts

Enlargement. A non-conforming use shall not be enlarged, expanded, extended or changed.

Conversions. A non-conforming use may be continued as the same classification, or may be changed to a use of a more restricted classification upon approval of a conditional use permit. If it is changed to a use in a more restricted classification or to a conforming use, it cannot be changed back to its original non-conforming use. For purpose of this paragraph, the phrase "same classification" means: uses

permitted in the same district; a "more restricted classification" means: use in a district having more restricted use (i.e., C-2 vs. C-1); and provided that:

The new use is similar to or less intensive than that of the old use in terms of noise generated, outdoor storage, customer activity and impact on other conforming uses in the area, and that the new use comply with the parking requirements of this ordinance as applicable to newly established uses.

Termination.

If a non-conforming use or any portion thereof is voluntarily discontinued for a period of 90 days, any future use of such land or portion thereof shall be in conformity with the regulations of the district in which such land or portion thereof is located.

Non-conforming use is terminated upon a change in use other than as provided herein.

Non-conforming use is terminated upon destruction of a structure occupied by a non-conforming use unless it is permitted to be rebuilt as provided herein.

Other Districts

Enlargement. A non-conforming use may be enlarged within the boundary of the lot in which the non-conforming use has legally operated upon approval of a Conditional Use Permit (section 5.400).

Provided, however, a Conditional Use Permit shall not be required, and the enlargement may occur, upon submission and approval of a Site Plan if the enlargement involves only a one-time increase in the size of the building in which the same use is operated of not more than twenty five (25%) percent.

Any enlargement or extension, whether requiring a Conditional Use Permit or not, shall be required to come into compliance with all city ordinances, codes, or policies and development regulations which may apply to the property (examples without limitation: landscape, parking, curb cuts, setbacks), and the non-conforming use may be continued only for so long as the property remains in compliance with all applicable City Ordinances and Codes, including those prohibiting nuisances. All Existing non-conforming single family residential uses may be enlarged without the necessity of obtaining a Conditional Use Permit.

The remainder of Section 6.110 shall remain as written.

-----End of Code Text-----

Severability / Invalidity.

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

Repealer

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

Penalties

Penalties provided for in the Code Ordinances of the city of Fredericksburg shall apply to violations hereof.

That this ordinance shall take effect from and after the date of its passage and publication in accordance with the law.

PASSED AND APPROVED this the 1st day of December, 2014.

Linda Langerhans, Mayor
City of Fredericksburg

ATTEST:

Shelley Britton, City Secretary

APPROVED AS TO FORM:

Pat McGowan, City Attorney

Non-Conforming Uses

Name of Business	Location	Existing Zoning	Required Zoning
Woolsacks	107 Live Oak	R-2	M-1
Friendship Vet. Center	812 Friendship Ln.	R-2	C-2
Boos Welding	206 Olive St.	R-1	M-1
Time Rentals	1001 Llano St.	C-1	C-2
Fredericksburg Vet. Hospital	1203 N. Llano St.	C-1	C-2
Friendly Natives	1107 N. Llano St.	C-1	C-2
Escamilla's Body Shop	1607 N. Llano St.	C-1	C-2
D&S Mini Storage	221 Morning Glory	C-1*	C-2
Howard Body Shop	225 Morning Glory	C-1	C-2
Water Works Sprinklers	334 Morning Glory	R-1	C-2
Gillespie Animal Clinic	402 S. Creek St.	C-1	C-2
Edward Condarco	437 S. Milam St.	R-1	C-2
Gillespie Live Stock Co.	621 Longhorn St.	C-2	M-2*
Usener Appliance	818 N. Milam St.	C-1	C-2
Sunset village	816 N. Milam St.	C-1*	C-2
Madlyn's	202 N. Milam St.	C-1*	C-2
Super S	206 N. Milam St.	C-1*	C-2
Schaetter's Funeral Home	301 E. San Antonio	CBD*	C-2
Rode's Iron and Pipe	203 S. Lincoln St.	CBD	M-1
Verus Automotive	201 E. San Antonio St.	CBD	C-2

*Use would be allowed by Conditional Use Permit

• Sec. 6.110. - Continuance of a Nonconforming Use.

Residential Districts

Enlargement. A non-conforming use shall not be enlarged, expanded, extended or changed.

Conversions. A non-conforming use may be continued as the same classification, or may be changed to a use of a more restricted classification upon approval of a conditional use permit. If it is changed to a use in a more restricted classification or to a conforming use, it cannot be changed back to its original non-conforming use. For purpose of this paragraph, the phrase "same classification" means: uses permitted in the same district; a "more restricted classification" means: use in a district having more restricted use (i.e., C-2 vs. C-1); and provided that:

The new use is similar to or less intensive than that of the old use in terms of noise generated, outdoor storage, customer activity and impact on other conforming uses in the area, and that the new use comply with the parking requirements of this ordinance as applicable to newly established uses.

Termination.

If a non-conforming use or any portion thereof is voluntarily discontinued for a period of 90 days, any future use of such land or portion thereof shall be in conformity with the regulations of the district in which such land or portion thereof is located.

Non-conforming use is terminated upon a change in use other than as provided herein.

Non-conforming use is terminated upon destruction of a structure occupied by a non-conforming use unless it is permitted to be rebuilt as provided herein.

Other Districts

Enlargement. A non-conforming use may be enlarged within the boundary of the lot in which the non-conforming use has legally operated upon approval of a Conditional use Permit (section 5.400). Such enlargement or extension shall be in compliance with all city ordinances, codes, or policies. Existing non-conforming single family residential uses may be enlarged without the necessity of obtaining a Conditional Use Permit.

Conversions. A non-conforming use may be continued as the same classification, or may be changed to a use of a more restricted classification upon approval of a conditional use permit. If it is changed to a use in a more restricted classification or to a conforming use, it cannot be changed back to its original non-conforming use. For purpose of this paragraph, the phrase "same classification" means: uses permitted in the same district; a "more restricted classification" means: use in a district having more restricted use (i.e., C-2 vs. C-1); and provided that:

The new use is similar to or less intensive than that of the old use in terms of noise generated, outdoor storage, customer activity and impact on other conforming uses in the area.

The new use complies with the parking requirements of this ordinance as applicable to newly established uses.

Termination. A nonconforming use is terminated under the following conditions:

Upon a change in use other than as provided herein.

Upon discontinuance, being defined as non-operative or non use for a period of at least 365 successive days. Discontinuance may be, but is not required to be, evidenced by termination of utility service, the failure to maintain regular hours of operation, the utilization of the premises for other purposes, abandonment or by any other reasonable means.

Upon destruction of a structure occupied by a nonconforming use except if it is permitted to be rebuilt as provided herein.

Replacement. If a structure occupied by a nonconforming use is destroyed by fire, the elements or other cause, it may not be rebuilt except to conform to the provisions of this Ordinance. In the case of partial destruction of a nonconforming use not exceeding 75 percent of its tax roll assessed value, reconstruction will be permitted but the size or function of the nonconforming use shall not be expanded.

(Ord. No. 23-007, 5-20-2013)

• **Sec. 6.120. - Continuance of Nonconforming Structures.**

Subject to all limitations herein set forth, any nonconforming structure may be occupied and operated and maintained in a state of good repair, but no nonconforming structure shall be enlarged or extended.

A nonconforming structure in which only permitted uses are operated may be enlarged or extended if the enlargement or extension can be made in compliance with all the provisions of this chapter established for structures in the district in which the nonconforming structure is located. Such enlargement shall also be subject to all other applicable city ordinances.

Termination of nonconforming structures:

Damage to structures. The right to operate and maintain any nonconforming structure shall terminate and shall cease to exist whenever the nonconforming structure is damaged in any manner and from any cause whatsoever and the cost of repairing such damage exceeds 75 percent of the tax roll assessed value of such structure on the date of such damage.

Obsolescence of structure. The right to operate and maintain any nonconforming structure shall terminate and shall cease to exist whenever the nonconforming structure becomes obsolete or substandard under an applicable ordinance of the municipality and the cost of placing such structure in lawful compliance with the applicable ordinance exceeds 75 percent of the tax roll assessed value of such structure on the date that the proper official of the municipality determines that such structure is obsolete or substandard.

Determination of replacement cost. In determining the replacement cost of any nonconforming structure there shall not be included therein the cost of land or any factors other than the nonconforming structure itself.

(Ord. No. 23-007, 5-20-2013)

Central Hill Country Board of Realtors



SERVING GILLESPIE, MASON,
BLANCO & KIMBLE COUNTIES OF
THE TEXAS HILL COUNTRY

Fredericksburg, Mason, Junction,
Blanco & Johnson City

Nov 5th 2014
Mr. Brian Jordan
City of Fredericksburg

Dear Brian :

In regards to the matter before the City of Fredericksburg and the planning and zoning commission concerning Daniel Fritz and the veterinary clinic. The Central Hill Country Board of Realtors are very interested in this case and how it may relate to future Real Estate matters throughout the City of Fredericksburg. As strong proponents of property rights in general the Board felt obliged to show support for the matter currently being considered as to expanding the non conforming use definitions and have adopted the following position:

“ The Central Hill Country Board of Realtors(R) supports the property owners' rights and therefore, recommends to the City of Fredericksburg, Planning and Zoning Commission and City Council that they consider an amendment to Section:6110 and Section 6.120 of the Zoning Ordinance pertaining to the continuation of a nonconforming use and structure, allowing for expansion.”

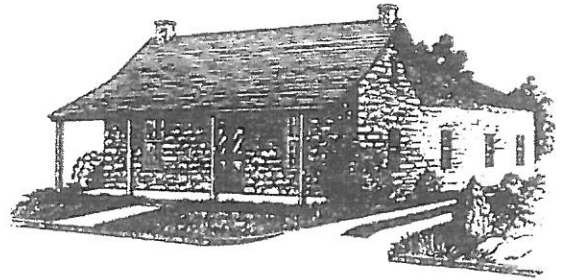
Respectfully

Mike Starks Director.

THE LAW OFFICES OF
BRYLA & SCHOESSOW, P.C.
105 W. SAN ANTONIO STREET
FREDERICKSBURG, TEXAS 78624
830-997-4377 OR 997-2145
FAX 830-997-2172

CARROLL J. BRYLA
CRISTOL N. SCHOESSOW
CARL E. SCHOESSOW
CHRIS C. SCHOESSOW *
GAYLE D. SCHOESSOW
JENNIFER D. BRYLA

*BOARD CERTIFIED - ESTATE PLANNING AND PROBATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION



November 5, 2014

Mr. Brian Jordan
City of Fredericksburg
126 West Main Street
Fredericksburg, Texas 78624

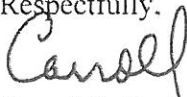
Re: Planning and Zoning Commission Public Hearing Item No. 7

Dear Brian:

I regret I will not be able to appear at the meeting this evening. I have conflicts which prevents my attendance. I appreciate all the time you have spent on this issue as well as the civic service that the members of the Planning and Zoning Commission provide by serving on the commission. I do not want my absence to suggest that I am indifferent or to reflect negatively upon the outcome of the decision to be made by the Planning and Zoning Commission.

As you are aware, the use of the Daniel Fritz property for a veterinary clinic existed for a period of approximately twenty (20) years prior to the date that the property was annexed into the City of Fredericksburg. Although the continuation of a nonconforming use and structure grants limited relief to Dr. Fritz and any subsequent owner of the property, it is nevertheless a derogation of property rights. I appreciate that when we live in a city, the general welfare of the community must be given priority over individual rights, however, when individual rights can coexist with protection of the public's general welfare, those rights should not be diminished. Expansion of the nonconforming use should not adversely affect the public's general welfare in this situation, or any similarly situated parcel on which there is a nonconforming use.

I request the Planning and Zoning Commission act favorably in consideration of the expansion of the continuation of a nonconforming use and structure for the benefit of the Fritz property and like properties in the City of Fredericksburg where a nonconforming use exists.

Respectfully,

Carroll J. Bryla

CJB/emh



CITY COUNCIL MEMO

DATE: December 1, 2014

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Master Plan-Fort Martin Scott

Summary:

A Master Plan has been created to guide the future planning and redevelopment of Fort Martin Scott.

Recommendation:

Following discussion by the Council and any desired changes, it is recommended that the Master Plan for Fort Martin Scott be approved.

Background / Analysis:

At the recent City Council Retreat, Jim McCrae and Barry Waggoner, who are members of the Fort Martin Scott Advisory Committee, presented a draft of the Fort Martin Scott Master Plan. Following their presentation, there was insufficient time for the Council to discuss this Plan. At Monday's Council meeting Jim and Barry will brief the Council on the proposed Plan, including several changes that have been made since the Council Retreat. It is hoped the Council will make any final changes to this Plan that you feel are needed and then adopt the Master Plan.

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The City of Fredericksburg



CITY COUNCIL MEMO

DATE: 11/24/2014

TO: Mayor & City Council

FROM: Clinton Bailey, P.E., Director of Public Works & Utilities

SUBJECT: Fleet Leasing and Management Program

Summary:

City Staff received two submittals in response to a Request for Proposals for a Fleet Leasing and Management Program on October 10, 2014. Submittals were received from Acme Auto Leasing, LLC and Enterprise Fleet Management. City Staff evaluated both submittals to determine which solution offered the most benefit to the City. Upon completing the evaluations, City Staff recommended the City Council authorize the Director of Public Works & Utilities to enter into contract negotiations with Enterprise Fleet Management to provide a Fleet Leasing and Management Program for the City of Fredericksburg. On November 3, 2014, City Council approved this recommendation.

Recommendation:

Upon completing the review of the contract with the City Attorney, City Staff recommends approval of the negotiated contract with Enterprise Fleet Management to provide a Fleet Leasing and Management Program for the City of Fredericksburg.

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The City of Fredericksburg

Background / Analysis:

The City of Fredericksburg operates a light fleet of approximately seventy-two (72) vehicles. These vehicles include non-pursuit, non-response vehicles, 1-ton and less. These vehicles are utilized in departments throughout the City organization. The average year model of the current fleet is 2004. The mileage of these vehicles range from 354 miles on a 2015 Jeep Cherokee to 200,303 miles on a 2003 GMC pickup with an average odometer reading for the fleet of 68,272. (Odometer readings were collected in September 2014.)

Currently, when a vehicle reaches the end of its useful life, it is either handed down to another department to be used for parts or auctioned off for a minimal amount.

With a Fleet Leasing and Management Program, light fleet vehicles will be put on a five (5) year open-ended lease with no mileage restrictions. Maintenance of this fleet is based on 5 years and 60,000 miles. Enterprise partners with 4 maintenance vendors in Fredericksburg for convenient, local service when needed. The program will include reporting capabilities including monthly management reports, comprehensive invoicing, and maintenance notifications. The maintenance program for the light fleet will also allow City Mechanics to focus on repairing and maintaining the heavy equipment. Enterprise Fleet Management will provide complete vehicle maintenance at a fixed monthly cost.

As part of their work plan, Enterprise Fleet Management will capture a current fleet list with the vehicles' model year, make, model, and current odometer reading to begin a fleet profiling and replacement strategy for future years. This fleet planning analysis method will create an opportunity to determine if any vehicles are considered under-utilized and could be removed from the fleet. This analysis will also assist in the yearly budget process.

City Council approved the leasing of 11 vehicles in the 2014-2015 Budget. These vehicles include 1 vehicle for the Parks Department, 1 vehicle for the Golf Department, 6 vehicles for the Street Department, 2 vehicles for the Water Department, and 1 vehicle for the I.T. Department. These 11 lease vehicles were budgeted at \$46,200. The vehicles that will be leased in the first year of this program total approximately \$43,400 for the remainder of the fiscal year. Any accessories required such as tool boxes, headache racks, etc., will be an additional cost.

City departments will be auctioning off approximately 14 vehicles that have reached the end of their useful life. Blue book values of these 14 vehicles is approximately \$35,000, however, we anticipate the vehicles to sell for less than blue book value. The sale of these vehicles should offset the costs of any accessories required on the new lease fleet vehicles.

Fleet to be Removed from Inventory

Item Number	Status	Location	Year	Description	Make	Model	Serial Number	Odometer	KBB Value (Fair Condition)
AU1040	Active	221-Electric	2000	2000 Chrysler Van	Chrysler	Caravan	1C4GJ44G2YB729479	81,627	1,723.00
AU1113	Active	124-Street	1991	1991 Chevy Pickup	Chevy	C2500	1GCGC24K5ME184597	66,796	2,275.00
AU1114	Active	124-Street	1992	1992 Chevy Pickup	Chevy	2500	1GBGC24K4NE232743	111,000	1,460.00
AU1119	Active	124-Street	1997	1997 GMC Pickup	GMC	2500	1GTGC24R7V2534979	114,000	2,542.00
AU4374	Active	124-Street	1996	1996 Ford Pickup	Ford	F150	1FTEX15Y3TKA03974	58,000	2,816.00
AU4378	Active	124-Street	1995	1995 Chevrolet Pickup	Chevrolet	2500	1GCGC24K1S2231517	124,000	1,947.00
	Active	124-Street	1993	1993 Chevrolet Pickup	Chevrolet	1500	1GCEC14K4PE157087	98,000	1,729.00
AU4373	Active	421-Golf	1995	1995 Ford Pickup	Ford	F150	1FTDF15Y8SLB35121	79,776	2,213.00
AU4377	Active	421-Golf	1995	1995 Ford Pickup	Ford	F250	1FTDF15Y44SLB29882	66,334	5,464.00
AU4379	Active	421-Golf	1999	1999 Ford Pickup	Ford	F150	1FTRF17W4XKB11462	74,897	3,357.00
AU1052	Active	321-Water	1998	1998 Ford Pickup	Ford	F150	1FTDF1726WKA07416	127,930	2,210.00
AU1053	Active	321-Water	2001	2001 Dodge Service Truck	Dodge	2500	386KC26651M273607	133,123	1,966.00
AU1046	Active	321-Water	1991	1991 Chevy Pickup	Chevrolet	1500	1GCF24K5M2157730	57,751	2,725.00
AU3668	Active	321-Water	2003	2003 GMC Pickup	GMC	2500	1GTHC24U93E299594	200,303	3,077.00

19

35,504.00

2015 Lease Fleet

<u>Location</u>	<u>Year</u>	<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>NOTES</u>	<u>Budget</u>	<u>Approximate Cost (March 1st Delivery)*</u>	<u>Under / Over</u>
PARK	2015	1/2 Ton Pickup Reg 4x2	Ford	F-150		4,200.00	3,322.49	877.51
GOLF	2015	3/4 Ton Pickup Reg 4x4	Ford	F-250	Additional accessories required: Tommy Lift	4,200.00	3,765.52	434.48
STREET	2015	3/4 Ton Pickup Reg 4x4	Ford	F-250	Additional accessories required: Gooseneck hitch		3,765.52	
STREET	2015	1 Ton Cab Chassis	Ford	F-350	Additional accessories required: Utility bed		4,203.23	
STREET	2015	1/2 Ton Pickup Quad 4x4	Ford	F-150			4,894.76	
STREET	2015	1/2 Ton Pickup Quad 4x4	Ford	F-150		25,100.00	4,894.76	213.89
STREET	2015	1/2 Ton Pickup Ext 4x2	Chevrolet	Silverado 1500 Double Cab			3,563.92	
STREET	2015	1/2 Ton Pickup Ext 4x2	Chevrolet	Silverado 1500 Double Cab			3,563.92	
WATER	2015	1/2 Ton Pickup Ext 4x2	Chevrolet	Silverado 1500 Double Cab	Additional accessories required: grill guard, headache rack, & tool box	8,400.00	3,563.92	(58.68)
WATER	2015	1/2 Ton Pickup Quad 4x4	Ford	F-150	Additional accessories required: grill guard, headache rack, & tool box		4,894.76	
IT	2015	Compact SUV 4x2	Dodge	Journey		4,300.00	2,980.82	1,319.18
TOTALS:						46,200.00	43,413.62	2,786.38

*Approximate costs based on Menu Pricing supplied by Enterprise Fleet Management.



CITY COUNCIL MEMO

DATE: December 1, 2014

TO: Mayor and City Council

FROM: Clinton Bailey, P.E., Director of Public Works and Utilities

SUBJECT: Consider LCRA Tree Trimming Contract

Summary:

This item is for the consideration of approval of a contract with the Lower Colorado River Authority (LCRA) for tree trimming services in various locations along electric lines within the Fredericksburg's service territory.

Recommendation:

City Engineering Staff recommends approval of the proposed contract with LCRA for a not to exceed amount of \$80,000.

Background / Analysis:

The Customer Services Department of the LCRA has historically provided tree trimming services to the City of Fredericksburg. Under the proposed contract, these services will be performed by an LCRA Contractor, Asplundh Tree Expert, Inc. for the purpose of increasing the reliability of electric service within the Fredericksburg service territory. Prior to the start of work, the City will specify which lines

(21)

The City of Fredericksburg

Asplundh is to clear. Services provided will be done in accordance with the Technical Services Agreement between the LCRA and the City of Fredericksburg dated October 9, 1979.



The City of Fredericksburg

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



**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Fredericksburg
126 West Main Street
Fredericksburg, Texas 78624
Attn: Lee Stubblefield

DATE SUBMITTED: November 11, 2014

SCOPE OF SERVICES:

JOB NUMBER:

The Customer Services Department of the Lower Colorado River Authority (LCRA) shall provide tree trimming services to the City of Fredericksburg (City). These services will be performed by an LCRA Contractor, Asplundh Tree Expert Inc., for the purpose of increasing the reliability of electric service within the Fredericksburg service territory. Prior to the start of work, the City will specify which lines Asplundh is to clear.

Invoices will be submitted each week by Asplundh directly to the city.
LCRA will add a 5% user/program fee to the City's power bill to cover the scheduling and administering the program.
The Contractor will perform the work in accordance with the terms and specifications between LCRA and the Contractor.
Work/services Provided are done in accordance with the Technical Services Agreement between LCRA and the City of Fredericksburg dated October 9, 1979.

SCHEDULE:

Approximately 19 weeks trimming (starting approximately December 2014).

CONTRACT PRICE: Approximately: \$75,907.28 per year (direct charge from Asplundh)
LCRA will bill a 5% user fee to the city's power bill. Estimated charges are: \$ 3,795.36
Per hour rates will depend on individual classification of each employee. (See attached rate schedule).
Asplundh will bill the City direct, on a weekly basis, and the City will pay the invoices to Asplundh in accordance with the LCRA payment terms with Asplundh.

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions on the front and reverse sides of this form. Note: Reverse side of this form is intentionally left blank.

City of Fredericksburg

Lower Colorado River Authority

By: _____

By: Alan Kunze

Title: _____

Title: Manager, Customer Services

Date: _____

Date: 11/11/2014

OFFICE USE ONLY

Accounting: _____ 0 _____

Approved By: _____
Completion Date: _____

(23)

Asplundh Rate Schedule
Contract #3141

11/18/2013

Personnel Level	Rates	1	2014 Rate	OT Rate
Supervisor/General Foreperson	31.26	1 \$	31.26	\$ 43.76
Foreperson	26.25	1 \$	26.25	\$ 36.75
Trimmer	23.56	1 \$	23.56	\$ 32.98
Trimmer/Ground Man	22.17	1 \$	22.17	\$ 31.04
Groundman	20.81	1 \$	20.81	\$ 29.13

Equipment

Chain Saws (each)	0.5	1 \$	0.50
Bucket Truck with Chip bed	13.84	1 \$	13.84
Chipper	3.01	1 \$	3.01
GF PickUp	9.53	1 \$	9.53

Crew Rate (using Max Rates)

Supervisor/General Foreperson	31.26	1 \$	6.25 rate/5 or 8 hours/week
GF PickUp	9.53	1 \$	1.91 rate/5 or 8 hours/week
Foreperson	26.25	1 \$	26.25
Trimmer	23.56	2 \$	47.12
Chain Saws (each)	0.5	3 \$	1.50
Bucket Truck with Chip bed	13.84	1 \$	13.84
Chipper	3.01	1 \$	3.01

Total Hourly Crew Rate		\$	99.88
Total Weekly Crew Rate		\$	3,995.12
Total weeks	19.0	\$	75,907.28

Includes per diem costs for Lodging and meals

Total (using max rates)	\$	75,907.28	Note: This is the estimated direct charge from Asplundh
Average/week	\$	3,995.12	

Actual Charges according to the rate schedule will be billed.

LCRA will bill a 5% user fee to cover the cost of scheduling and administering the program
This fee will be added to the city's power billing the following month after work is completed
The estimated charge is: \$ 3,795.36

Total (LCRA and Asplundh)	\$	79,702.64
Total (LCRA and Asplundh) weekly avg.	\$	4,194.88

Note: Multiple crews may be used to expedite the work.
Pricing shown is for one crew.



CITY COUNCIL MEMO

DATE: December 1, 2014

TO: Mayor and City Council

FROM: Clinton Bailey, P.E., Director of Public Works and Utilities

SUBJECT: Consider Professional Services Agreement for Streets and Drainage

Summary:

This item is for the consideration of approval of a contract with the M&S Engineering for professional engineering design and other related services for the following proposed projects:

1. Brehmer Lane Roadway Improvement Project
2. Sunrise Street Roadway Improvements Project
3. Friendship Lane Detention Pond Analysis and Design
4. Consolidated Warehouse Detention Pond Analysis and Downstream Drainage Channel Analysis and Design

Recommendation:

City Engineering Staff recommends approval of the proposed contract with M&S Engineering in a not to exceed amount of \$149,500.

(25)

The City of Fredericksburg

Background / Analysis:

In late 2013 the City solicited for Qualification Statements from engineering firms for professional services related to streets and drainage. Based on their overall qualifications, knowledge of Fredericksburg and knowledge of the specific projects included in the City's 2015 Capital Improvements Plan, City Staff is recommending that the City enter into a contact with M&S Engineering to provide professional engineering design services as detailed below:

1. Brehmer Lane Reconstruction Project

M&S Engineering will provide design and bid phase services for the Brehmer Lane Roadway Improvement Project from E. Highway Street to Sunrise Street. The project generally consists of constructing a new 36' wide x 1000' long asphalt street including curb and gutter, driveways, sidewalks, storm drainage, signage, pavement markings and barricades.

The total compensation for the Brehmer Lane Roadway Improvement Project is as follows:

Design Phase - \$36,000 (lump sum amount)

Bid Phase - \$2,500 (lump sum amount)

2. Sunrise Street Roadway Improvements Project

M&S Engineering will provide design services for the preparation of a Preliminary Engineering Report (PER) for the Sunrise Street Roadway Improvement Project from Mustang Street to Sunrise Street just west of Dawn Lane. The project generally consists of constructing a new 36' wide x 1000' long asphalt street including curb and gutter, driveways, sidewalks, storm drainage, signage, pavement markings and barricades.

The total compensation for the Brehmer Lane Roadway Improvement Project is as follows:

Design Phase (PER - 30% Design) - \$18,000 (lump sum amount)

3. Consolidated Warehouse Detention Pond Analysis and Downstream Drainage Channel Analysis and Design

M&S Engineering will provide the following services:

Civil Design Services

Review the "Flood Protection Planning Study for the Fredericksburg Area" (R.J. Brandes

Company, 1997) to determine drainage areas that were used in the design calculations for the

pond, confirm/revise drainage areas based on current development conditions, analyze volume of existing pond, create hydrologic model of contributing watersheds to determine peak design storm capacity of the pond, make deliverable a summary of the results of pond analysis, design downstream receiving channel to convey the stormwater discharges from the pond through the Eckhardt property, create construction grading plans and details and create drainage easement exhibits for City use in discussions with downstream property owners

Survey/Easement Phase Services

Prepare legal descriptions of easement(s).

Bidding Phase Services

Prepare construction quantities and Opinion of Probable Cost, prepare necessary construction specifications

Construction Phase Services

Submittal reviews, respond to RFIs and perform three (3) on-site QC and progress visual observations.

The total compensation for the Consolidated Warehouse Detention Pond Analysis and Downstream Drainage Channel Analysis and Design is as follows:

Pond Analysis - \$ 28,000

Channel Design - \$ 22,000

Bidding Phase Services - \$ 5,000

Construction Phase Services - \$ 5,000

4. Friendship Lane Detention Pond Analysis

M&S Engineering will provide the following services:

Civil Design Services

Review the "Flood Protection Planning Study for the Fredericksburg Area" (R.J. Brandes

Company, 1997) to determine drainage areas that were used in the design calculations for the

pond, confirm/revise drainage areas based on current development conditions, analyze volume of existing pond, create hydrologic model of contributing watersheds to determine peak design storm capacity of the pond, deliver summary of the results of pond analysis, design downstream receiving channel to convey the stormwater discharges from the pond through the Eckhardt property, create construction grading plans and details and create drainage easement exhibits for City use in discussions with downstream property owners.

Survey/Easement Phase Services

Prepare legal descriptions of easement(s)

Bidding Phase Services

Prepare construction quantities and Opinion of Probable Cost, prepare necessary construction specifications, construction Phase Services (If Desired), submittal reviews, respond to RFIs and perform three (3) on-site QC and progress visual observations.

The total compensation for the Friendship Lane Detention Pond Analysis and Design is as follows:

Pond Analysis - \$ 28,000

Conceptual Recreation Plan - \$ 5,000



The City of Fredericksburg

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. MSE-1

This will constitute authorization by the City of Fredericksburg, Texas (Owner), for M&S Engineering, LLC (Engineer), to proceed with the following described engineering services.

Brehmer Lane Roadway Improvements Project

A. PROJECT DESCRIPTION

The City of Fredericksburg has requested that M&S Engineering, LLC provide design, bid and construction phase services for the Brehmer Lane Roadway Improvement Project (E. Highway Street to Sunrise Street). The improvements generally consist of constructing and new 36' wide - 1000' asphalt street including curb and gutter, driveways, sidewalks, storm drainage, signage, pavement marking and barricades.

B. SCOPE OF SERVICES

M&S Engineering, LLC will provide design, bidding and construction phase services as described in the attached Scope of Services.

C. DELIVERABLES

M&S Engineering, LLC will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the Brehmer Lane Roadway Improvement Project shall be as follows:

- Design Phase = Lump Sum Amount 36,000
- Bid Phase = Lump Sum Amount \$2,500
- Construction Phase Services = Hourly Rates plus Expenses Not to Exceed 7,500 (according to the attached Fee and Labor Schedule) without written authorization from the City of Fredericksburg.

The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein:

Design Phase Services approximately 2 months

Bid Phase Services approximately 2 months

Construction Phase Services approximately 4 months

M&S Engineering, LLC will begin work as soon as authorized and as services are requested. All services provided are anticipated to be completed within 12 months after notice to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

Date _____

ACCEPTED:

COMPANY NAME

By _____

Title M&S Engineering, LLC

Attest _____

Date _____

Brehmer Lane Roadway Reconstruction Project

Draft Scope of Services

11/19/2014

Project Description

The work to be performed by the M&S Engineering under this task order consists of providing engineering and other related services required to prepare plans and construction documents and provide bidding and construction phase services for the construction/reconstruction of Brehmer Lane from E. Highway St. to Sunrise. The improvements generally consist of constructing and new 1000' (36' wide) asphalt street including curb and gutter, driveways, sidewalks and storm drainage. Brehmer Lane shall be designed to intersect and connect with the future construction of Sunrise Street at its southern terminus.

Project Management and Administration

Conduct a project kickoff meeting with the City of Fredericksburg and document project criteria, parameters and preferences.

Manage sub-consultants during the course of the project.

Participate in design/submittal review meetings.

Prepare and submit a brief progress report with each invoice.

Design Related Services

Research and Data Collection

Collect, review and evaluate project data and information that is readily available from the City of Fredericksburg and other sources.

Make visits to the site, conduct field reconnaissance and make a photographic record of the project area and notable existing features.

Design Survey

Establish a horizontal and vertical control network including recoverable project control monuments and benchmarks. This information will be used by M&S Engineering to establish the roadway centerline and alignments for other project improvements. This information will be used construction staking during construction.

Prepare a Digital Terrain Model (DTM) of the project ROW (approximately 50') area including the location of all notable and visible surface features and vertical topographic information needed to support the project design. The visible feature include fences, pavement, sidewalks, signs, power poles, significant trees, gravel driveways, mail boxes, etc.

Locate property corners, property lines and document the location of apparent right-of-way.

Provide utility mapping (SUE Quality Level C) within the project area.

Roadway Design

Design roadway improvements in general accordance with the City of Fredericksburg design and construction specifications and standards where applicable and prudent.

Prepare typical section(s) for existing and proposed road. The typical sections shall include apparent ROW, width of pavement and travel lanes, centerline, pavement design, typical side slopes, typical sodding/seeding limits, and station limits.

The Engineer shall incorporate the pavement design provided by the City (8" lime stabilized subgrade, 8" flexible base, 2 surface course treatments). No geotechnical investigation will be provided.

Prepare removal plans showing all items to be demolished and removed by the contractor.

Drainage Design

Determine the extent of contributing drainage areas through pre-construction investigation and documentation of existing drainage flow patterns.

Perform hydrological and hydraulic studies (including the determination of peak discharge rates) and design a storm drainage system including inlets, junction boxes, concrete pipe, headwalls, drainage channels, energy dissipaters and other miscellaneous drainage improvements.

Provide horizontal and vertical alignment of all drainage improvements.

The drainage outfall for the Brehmer Lane project will be the existing natural swale/drainage way located north and parallel to Sunrise Street ROW.

Erosion Control

Develop an erosion control plan and related details including notes describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control measures.

Signing & Pavement Markings

Prepare a signing and pavement marking plan for new signage and stop bars.

Utility Coordination & Design

M&S Engineering will endeavor to avoid or minimize utility adjustments, where feasible.

Based on SUE Quality Level C utility mapping, evaluate the horizontal and vertical alignment of project improvements and identify any potential utility conflicts with proposed improvements.

Identify specific locations for "pothole" locations to determine the position of conflicting utilities.

Adjust the design of improvements to eliminate utility conflicts, if possible. If design adjustment is not feasible, identify utilities that must be adjusted and notify the City of Fredericksburg.

Provide coordination with utilities companies to resolve any issues through design adjustments and/or utility adjustments.

Construction Phasing and Traffic Control

Prepare a construction phasing plan describing primary sequences of work and contractor requirements for traffic control plans. Generally, the contractor will be permitted to close Brehmer Lane and construct improvements while maintaining access to adjacent properties.

Provide TxDOT barricade and traffic control detail sheets and notes.

Construction Cost Estimating

Prepare an opinion of probable construction cost with every submittal including a description of bid items, quantities, unit prices, costs and appropriate contingencies.

Public Involvement

Provide one-on-one design coordination with adjacent landowners on an as needed basis.

Contract Documents

The sheet index for the final construction plans will generally include:

- Cover Sheet
- General Notes, Special Notes, Special Provisions
- Quantity Summary Sheet
- Project Layout, Dimensional Control & Survey Monuments
- Construction Phasing Sheet
- Demolition and Removal Sheet
- Typical Sections
- SW3P/Erosion Control Sheets
- Utility adjustment sheets
- Roadway Plan & Profile Sheets
- Intersection Detail Sheets
- Driveway Detail Sheets
- Roadway Cross-Sections
- Hydrologic and Hydraulic Data Sheets
- Storm Drainage Plan and Profile Sheets
- Miscellaneous Detail Sheets (structures, retaining walls, paving, drainage, etc.)
- Standard Detail Sheets (signage, pavement markings, barricades, traffic Control, etc.)
- Prepare construction plans using 11" x 17" sheets for review purposes
- Prepare full size (22"x34") sheets for construction purposes

Prepare the following bidding and contract documents:

- Advertisement for Bids
- Invitation for Bids
- Instructions to Bidders
- Statement of Bidders Qualification
- Performance, payment and warranty bonds
- Standard Form of Agreement
- General Contract Conditions
- General Notes, Special Specifications and Special Conditions
- Technical Specifications (Current Standard City of Austin Specifications)

All deliverables shall be signed, sealed, and dated in accordance with TBPE rules.

Provide to the City of Fredericksburg paper copies and PDF files of all final deliverables.

Review Submittals

Submit 50% & 95% plans and contract documents for review. Collect, evaluate and address all review comments and incorporate into the final deliverables.

Permitting

No permits required.

Bid Phase Services

Assist the City in advertising for bids and provide PDF files for primary online posting.

Attend a pre-bid conference.

Respond to requests for information (RFI's)

Issue addenda, if required

Prepare bid tabulation.

Review bid documents received from the contractors

Check references and assess the qualifications of the apparent low bidder

Recommend a bid award

Construction Phase Services

Prepare construction contract documents between the City of Fredericksburg and the successful bidder and assist in execution.

Conduct pre-construction conference.

Provide full size plans for the inspector and contractor.

Conduct monthly coordination meetings with Contractor discuss project issues and progress.

Respond to Requests for Information (RFI's) from the Contractor.

Review submittals from the contractor including the contractor's traffic control and barricade plans.

Review contractor payment applications and recommend approval.

Make Periodic site visits and observe construction activities no more than once per month during construction.

Conduct substantial completion inspection, prepare a punch list and conduct a final inspection of the project.

Prepare "Record Drawings" based upon mark-ups and information provided by the contractor.

Additional Services

Not all engineering services can be adequately anticipated at the beginning of the project. The need for additional services may emerge as the design of the project progresses and project details develop. Below is a list of potential additional services that may be required for project construction of this type:

- Utility Potholing
- Design of utility adjustments
- Exhibits for rights-of-entry and/or temporary construction easements
- Boundary surveying, parcel plats and field notes required for right-of-way and easement acquisition

Items Provided by the City of Fredericksburg

Provide project objectives, requirements, approaches and any other preferences affecting the design, construction and administration of the work.

Designate a single representative to act on the City of Fredericksburg's behalf who is responsible for reviewing documents and rendering decisions pertaining to the work.

Provide timely reviews of submittals and decision making to avoid unreasonable delay in the progress of providing the engineering services.

Provide any City of Fredericksburg standard details that apply to the project improvements.

Provide readily available plat and easement information in the project area.

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. MSE-2

This will constitute authorization by the City of Fredericksburg, Texas (Owner), for M&S Engineering, LLC (Engineer), to proceed with the following described engineering services.

Sunrise Street Roadway Improvements Project

A. PROJECT DESCRIPTION

The City of Fredericksburg has requested that M&S Engineering, LLC provide design services for the preparation of a Preliminary Engineering Report (PER) for Sunrise Street Roadway Improvement Project (Mustang to Sunrise St. just west of Dawn Ln.). The improvements generally consist of constructing and new 36' wide - 1000' asphalt street including curb and gutter, driveways, sidewalks, storm drainage, signage, pavement marking and barricades.

B. SCOPE OF SERVICES

M&S Engineering, LLC will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

M&S Engineering, LLC will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for preparing the PER on Sunrise Street Roadway Improvement Project shall be as follows:

- Design Phase (PER) = Lump Sum Amount 18,000

The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein:

Design Phase Services (PER) approximately 2 months

M&S Engineering, LLC will begin work as soon as authorized and as services are requested. All services provided are anticipated to be completed within 3 months after notice to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

Date _____

ACCEPTED:

COMPANY NAME

By _____

M&S Engineering, LLC

Title _____

Attest _____

Date _____

Sunrise Street Roadway Reconstruction Project

Draft Scope of Services

11/19/2014

Project Description

The work to be performed by the M&S Engineering under this task order consists of providing engineering and other related services required to prepare a Preliminary Engineering Report (PER) for the construction of Sunrise Street from Mustang to Sunrise Street (just west of Dawn Lane). The improvements generally consist of constructing and new 1200' (36' wide) asphalt street including curb and gutter, driveways, sidewalks and storm drainage. Sunrise Street shall be designed to intersect and connect with Brehmer Lane, including connections to storm drainage and utility systems. Sunrise Street will likely be constructed after the completion of Brehmer Lane.

Project Management and Administration

Conduct a project kickoff meeting with the City of Fredericksburg and document project criteria, parameters and preferences.

Manage sub-consultants during the course of the project.

Participate in design/submittal review meetings.

Prepare and submit a brief progress report with each invoice.

Design Related Services

Research and Data Collection

Collect, review and evaluate project data and information that is readily available from the City of Fredericksburg and other sources.

Make visits to the site, conduct field reconnaissance and make a photographic record of the project area and notable existing features.

Design Survey

Establish a horizontal and vertical control network including recoverable project control monuments and benchmarks. This information will be used by M&S Engineering to establish the roadway centerline and alignments for other project improvements. This information will be used construction staking during construction.

Prepare a Digital Terrain Model (DTM) of the project ROW (approximately 50') area including the location of all notable and visible surface features and vertical topographic information needed to support the project design. The visible feature include fences, pavement, sidewalks, signs, power poles, significant trees, gravel driveways, mail boxes, etc.

Locate property corners, property lines and document the location of apparent right-of-way.

Provide utility mapping (SUE Quality Level C) within the project area.

Roadway Design

Design roadway improvements in general accordance with the City of Fredericksburg design and construction specifications and standards where applicable and prudent. Provide horizontal and vertical alignment of all roadway improvements that represents a 30% design.

Prepare typical section(s) for existing and proposed road. The typical sections shall include apparent ROW, width of pavement and travel lanes, centerline, pavement design, typical side slopes, typical sodding/seeding limits, and station limits.

The Engineer shall incorporate the pavement design provided by the City (8" lime stabilized subgrade, 8" flexible base, 2 surface course treatments). No geotechnical investigation will be provided.

Prepare removal plans showing all items to be demolished and removed by the contractor.

Drainage Design

Determine the extent of contributing drainage areas through pre-construction investigation and documentation of existing drainage flow patterns.

Perform hydrological and hydraulic studies (including the determination of peak discharge rates) and design a storm drainage system including inlets, junction boxes, concrete pipe, headwalls, drainage channels, energy dissipaters and other miscellaneous drainage improvements.

Provide horizontal and vertical alignment of all drainage improvements that represents a 30% design.

The drainage outfall for the Sunrise Street project will likely be the existing swale/drainage way north and along Sunrise Street and the existing detention pond located between Friendship Lane and Sunrise Street.

Utility Coordination & Design

M&S Engineering will endeavor to avoid or minimize utility adjustments, where feasible.

Based on SUE Quality Level C utility mapping, evaluate the horizontal and vertical alignment of project improvements and identify any potential utility conflicts with proposed improvements.

Identify specific locations for "pothole" locations to determine the position of conflicting utilities.

Construction Phasing and Traffic Control

Prepare a construction phasing plan concept describing primary sequences of work and contractor requirements for traffic control plans. Generally, the contractor will be permitted to close Sunrise Street and construct improvements while maintaining access to adjacent properties.

Construction Cost Estimating

Prepare an opinion of probable construction cost including a description of bid items, quantities, unit prices, costs and appropriate contingencies.

Public Involvement

Provide one-on-one design coordination with adjacent landowners on an as needed basis to develop the PER.

Review Submittals

Submit PER for review. Collect, evaluate and address all review comments and incorporate into the final deliverables.

Permitting

No permits required.

Additional Services

Not all engineering services can be adequately anticipated at the beginning of the project. The need for additional services may emerge as the design of the project progresses and project details develop. Below is a list of potential additional services that may be required for project construction of this type:

- Utility Potholing
- Design of utility adjustments
- Exhibits for rights-of-entry and/or temporary construction easements
- Boundary surveying, parcel plats and field notes required for right-of-way and easement acquisition

Items Provided by the City of Fredericksburg

Provide project objectives, requirements, approaches and any other preferences affecting the design, construction and administration of the work.

Designate a single representative to act on the City of Fredericksburg's behalf who is responsible for reviewing documents and rendering decisions pertaining to the work.

Provide timely reviews of submittals and decision making to avoid unreasonable delay in the progress of providing the engineering services.

Provide any City of Fredericksburg standard details that apply to the project improvements.

Provide readily available plat and easement information in the project area.



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

376 LANDA STREET
NEW BRAUNFELS TX 78130
830.629-2988 PH | 830.885.2170 FX
FIRM F1394
WWW.MSENGR.COM

November 19, 2014

Clinton Bailey, P.E.
City of Fredericksburg
126 W. Main Street
Fredericksburg, Texas 78624

Submitted electronically via email to cbailey@fbgtx.org

Subject: Proposal for Civil Engineering services related to the analysis of the Friendship Lane detention pond

Dear Mr. Bailey:

Thank you for your interest in the unique capabilities of M&S Engineering (M&S) and allowing us the opportunity to work with your project. We have based our proposal on the preliminary discussions with you and our previous experience. We understand that the project consists of providing engineering services for the analysis of the Friendship Lane detention pond.

Scope of Work

M&S Engineering will provide all equipment, vehicles, field personnel and office personnel to assist you with the engineering to facilitate the completion of the project as described in the general project description. Specifically our proposal includes the following scope of work:

1. Review the "Flood Protection Planning Study for the Fredericksburg Area" (R.J. Brandes Company, 1997) to determine drainage areas that were used in the design calculations for the pond
2. Confirm/revise drainage areas based on current development conditions
3. Analyze volume of existing pond
4. Create hydrologic model of contributing watersheds to determine peak design storm capacity of the pond
5. Make deliverable to you a summary of the results of pond analysis
6. Conceptual layout of recreational use alternatives (sports fields, skate park, hiking trails, etc.)

Comments & Clarifications

It is our understanding that the following will be provided by you or other consultants:

1. Access to the site
2. Any design studies and construction plans

PAGE 1 OF 2

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A FULL SERVICE COMPANY

42

Pricing

M&S Engineering will provide the described scope of work as outlined below.

- | | |
|--------------------------------|------------------|
| 1. Pond Analysis: | \$ 28,000 |
| 2. Conceptual Recreation Plan: | <u>\$ 5,000</u> |
| Engineering Total | \$ 33,000 |

Schedule

M&S Engineering will submit the deliverables, listed in the Scope of Work, for review by the City within 6 weeks after a notice to proceed is given.

Exceptions & Exclusions

Though the following services could also be provided by M&S Engineering, it is our understanding that the following engineering services would not be provided as part of this proposal:

1. A survey of the pond has been performed by M&S Engineering previously, therefore no new topographic survey work is proposed at this time

We truly appreciate the opportunity to support you in this project. If there is anything that you would like to discuss about this proposal, please do not hesitate to call me.

Sincerely,



Lance Klein, P.E., P.H., C.F.M

Cc: M&S Shareholders, Sherwood Survey, T.McFarling, T.Turk, file



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP

376 LANDA STREET
NEW BRAUNFELS TX 78130
830.629-2988 PH | 830.885.2170 FX
FIRM #1394
WWW.MSENGR.COM

November 19, 2014

Clinton Bailey, P.E.
City of Fredericksburg
126 W. Main Street
Fredericksburg, Texas 78624

Submitted electronically via email to cbailey@fbgtx.org

Subject: Proposal for Civil Engineering services related to the analysis of the Consolidated Warehouse detention pond and re-design of Eckhardt drainage channel

Dear Mr. Bailey:

Thank you for your interest in the unique capabilities of M&S Engineering (M&S) and allowing us the opportunity to work with your project. We have based our proposal on the preliminary discussions with you and our previous experience. We understand that the project consists of providing engineering services for the analysis and channel design associated with the Consolidated Warehouse detention pond.

Scope of Work

M&S Engineering will provide all equipment, vehicles, field personnel and office personnel to assist you with the engineering to facilitate the completion of the project as described in the general project description. Specifically our proposal includes the following scope of work:

Civil Design Services

1. Review the "Flood Protection Planning Study for the Fredericksburg Area" (R.J. Brandes Company, 1997) to determine drainage areas that were used in the design calculations for the pond
2. Confirm/revise drainage areas based on current development conditions
3. Analyze volume of existing pond
4. Create hydrologic model of contributing watersheds to determine peak design storm capacity of the pond
5. Make deliverable to you a summary of the results of pond analysis
6. Design downstream receiving channel to convey the stormwater discharges from the pond through the Eckhardt property
7. Create construction grading plans and details
8. Create drainage easement exhibits for City use in discussions with downstream property owners

Survey/Easement Phase Services

1. Prepare legal descriptions of easement(s)

PAGE 1 OF 2

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Bidding Phase Services (If Desired)

1. Prepare construction quantities and Opinion of Probable Cost
2. Prepare necessary construction specifications

Construction Phase Services (If Desired)

3. Submittal reviews
4. Respond to RFIs
5. Our proposal includes allocations for three (3) on-site QC and progress visual observations. Any additional site visits will be billed as in accordance with M&S reimbursable structure.

Comments & Clarifications

It is our understanding that the following will be provided by you or other consultants:

1. Access to the site
2. Any design studies and construction plans

Pricing

M&S Engineering will provide the described scope of work as outlined below.

1. Pond Analysis:	\$ 28,000
2. Channel Design	\$ 22,000 (Includes Survey/Easement Phase Services)
3. Bidding Phase Services	\$ 5,000 (Estimate ~ To be billed hourly)
4. Construction Phase Services	\$ 5,000 (Estimate ~ To be billed hourly)
Engineering Total	\$ 60,000

Schedule

M&S Engineering will submit the deliverables, listed in the Civil Design Phase Scope of Work, for review by the City within 8 weeks after a notice to proceed is given.

Exceptions & Exclusions

Though the following services could also be provided by M&S Engineering, it is our understanding that the following engineering services would not be provided as part of this proposal:

1. A survey of the pond has been performed by M&S Engineering previously, therefore no new topographic survey work is proposed at this time

We truly appreciate the opportunity to support you in this project. If there is anything that you would like to discuss about this proposal, please do not hesitate to call me.

Sincerely,



Lance Klein, P.E., P.H., C.F.M

Cc: M&S Shareholders, T.McFarling, T.Turk, file



CITY COUNCIL MEMO

DATE: December 1, 2014
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Management Intern Agreement

Summary:

Several months ago, Wynell and I were contacted by a management intern from Germany who is interested in working for the City next year.

Recommendation:

It is recommended that the Council approve the attached host company agreement that will allow us to employ Monika Janson for a 90-day period starting next February.

Background / Analysis:

We have an opportunity to employ Monika Janson, a public management intern from Germany, starting next February. I have attached a copy of recent email communications with Monica along with a copy of her resume. With the recent departure of Matt Townsend, we have several management projects that could be completed by an Intern. This would also provide City staff with an opportunity to learn more about the German language and German culture.

(46)

The City of Fredericksburg

The German government covers the salary and other costs related to Monika's employment. We would be responsible for assisting with housing, preferably home-stay, as well as transportation during her employment.

Kent Myers

From: Wynell Herbort
Sent: Monday, September 15, 2014 8:01 AM
To: Monika Janson
Cc: Kent Myers
Subject: RE: request: internship

Thank you Monika – I have forwarded your e-mail to Kent Myers, City Manager. He is out of town at a convention until Thursday, September 18th.

Wynell Herbort

Human Resources Manager
City of Fredericksburg
830-997-7521
wherbort@fbgtx.org

From: Monika Janson [<mailto:Monika-Janson@web.de>]
Sent: Saturday, September 13, 2014 12:14 PM
To: Wynell Herbort
Subject: request: internship

Dear Mrs. Herbort,

my name is Monika Janson and I am studying 'Public Management' at the University of Applied Sciences in Ludwigsburg. Doing an internship abroad at a local government forms part of my study programme. I really would like to do an internship at city hall of Fredericksburg from 1st February to 30th April 2015.

This internship give me the chance to compare a foreign administration with the administration in Germany. Besides I would like to improve my knowledge of English and exploring the American culture.

For more information I attached a info sheet from the University. If you need any further documents or information, please contact me.

I am looking forward to your reply.

Yours sincerely,
Monika Janson

Monika Janson

Date of birth: 06/24/1986

Cell phone: (0049) 01634525575

E-mail: monika-janson@web.de

Address: Lehmenstraße 31/2, 71665 Vaihingen/Enz, Germany

EDUCATION

3/2013 – present	Public Management studies, University of Applied Sciences Ludwigsburg
9/2012 – 2/2013	Internship, City hall of Sersheim
10/2011 – 8/2012	Engineering with business studies, Karlsruher Institut of Technology (KIT)
09/2002 - 07/2005	Apprenticeship as a Office Assistant, City hall Stuttgart

EXPERIENCE

12/2005 - 02/2009	Occupational Medicine Assistant, Occupational Health Office, City hall Stuttgart Main Achievements • medical pre-examinations • management of the laboratory • secretarial work
08/2005 - 11/2005	Office Communication Specialist, Lord Mayor Office, City hall Stuttgart

SKILLS

Languages	English (intermediate), Spanish (beginner)
Office	Microsoft Word, Microsoft Excel, OpenOffice
programming language	Java, PHP (beginner)

VOLUNTARY ACTIVITIES

07/2011	Voluntary work in a summer camp for children and teenagers, Lido di Ostia, Italy
6/2004 –3/2006	Coaching of a girl's gym group, TSV Enzweihingen

INTERESTS

- I like to travel and see new places. In 2009 I stayed in Córdoba, Argentina. While working in a youth hostel as a receptionist I learned Spanish.
- I like music. In my hometown, I play the trumpet in a band.

Training for the non-technical upper grade civil service abroad

Within the time period envisaged for practical training a maximum of 3 months can be performed in the service of an administrative training unit abroad according to § 23 article 3 of the training and examination arrangements for the upper grade civil service (APrOVwgD).

This practical placement abroad aims at providing candidates for the civil service with the possibility of acquainting themselves with a foreign administration (organisation and procedures) and of making comparisons to the administrative practice at home.

During the practical placement the trainee involved has the status of a civil servant until revoked. The foreign municipal administration will not have to assume any costs related with the practical placement of the students. The candidates for a civil service position continue to obtain their remuneration during the practical placement abroad and are insured. In case of damages the state ("Land") Baden-Württemberg is liable within the framework of its sovereign liability under the Civil Service Law.

Kent Myers

From: Monika Janson <Monika-Janson@web.de>
Sent: Monday, September 29, 2014 1:27 AM
To: Kent Myers
Subject: Aw: Internship
Attachments: Resume_Monika Janson.pdf

Hello Mr. Myers,

for me it is easier to communicate by email because of the time difference. But I am going to try to call you on Thursday. At what time can you be contacted by phone at best?

During the practical placement I will keep the status of a civil servant and continue to receive remuneration from the state Baden-Württemberg. I am also insured. So the City of Fredericksburg will not have to assume any costs related with the practical placement (travel costs, housing costs, etc.). But I would be glad if maybe you can help me finding an accomodation? An apartment or home stay would be great.

Especially in the work field of human resources, organization, public relation and information I like to gain municipal experiences. But also other applications are possible.

My computer skills are: good knowledge of Microsoft Office (Word, Excel), OpenOffice (Writer, Calc) and basic knowledge (beginner) of php and Java. Attached you will find my resume.

Monika Janson

Gesendet: Donnerstag, 25. September 2014 um 22:42 Uhr
Von: "Kent Myers" <kmyers@fbgtx.org>
An: "Monika-Janson@web.de" <Monika-Janson@web.de>
Betreff: Internship

Monica,

I am very interested in discussing internship possibilities with the City of Fredericksburg. Would you be able to call me sometime or should we email our communications?

I need to talk with you about travel costs and housing costs. Would you prefer to stay in a local hotel, apartment or home stay? What types of municipal experiences are you interested in? What are your computer skills?

These are just a few of my questions and please call me or email with your response.

Kent Myers



Host Company Agreement

Host Company: Please fill-in the information below. Save this document electronically and send it back to GACC CA for review. Do not print or sign this agreement until your application has been approved and you have been instructed to so by GACC CA.

Name of Intern/Trainee (last, first, middle):	, ,
Program Dates (mm/dd/yyyy): from	to
Host Company Name:	
Host Company Website:	
Parent Company (if applicable):	
Host Company location (of site of activity):	
Address: , Suite #: , City:	
State: , Postal Code:	
Branches/Subsidiary locations: 1. 2. 3.	
Supervisor name (last, first): ,	
Supervisor e-mail address: Supervisor phone #:	
Company Contact name (last, first): ,	
Contact e-mail address: Contact phone #:	
Is your company's gross annual revenue over \$3 million? ☐ Yes ☐ No	
Total # of employees at site of activity: Company-wide:	
Total # of J-1 interns or trainees at company:	
Please summarize your company's business activities:	
The Host Company is offering a ☐ paid, ☐ unpaid internship/training position	
The stipend amount is USD per ☐ month, ☐ hour, ☐ week	
Additional compensation offered by the Host Company (i.e. housing, transportation):	
The internship/training will be hours per week (minimum of 32 hours)	
The U.S. Department of State requires verification of your company's certificate of Workers Compensation . Please submit a copy of the certificate or statement of waiver to GACC CA along with this Agreement.	

§ 1 Program Responsibilities

The German American Chamber of Commerce California (GACC CA) is a U.S. Department of State designated Exchange Visitor Program sponsor under U.S. Department of State regulations governing the Exchange Visitor Program (22 C.F.R. § 62).

The Host Company understands and agrees to the objectives of this internship or training; to enhance the intern or trainee's skills and knowledge in his/her specialty or occupation through participation in a structured internship or training program, as detailed in the Host Company provided Training/Internship Placement Plan (DS-7002), and to improve the intern or trainee's knowledge of U.S. business techniques, expertise, and methods through participation in this program.

6. Not to use the intern or trainee for unskilled or casual labor positions, positions involving elder or child care, or any positions that involve patient care or contact. This includes, but is not limited to patient care involving physical therapy, sports, psychological counseling, dentistry, nursing, veterinary medicine, speech therapy, social work, and early childhood education that could put the U.S. Department of State, the Exchange Visitor Program and/or GACC CA in a position of disrepute. Furthermore, the Host Company agrees not to assign the intern or trainee more than 20% clerical work or work that is not necessary for the successful completion of the internship or training program (22 C.F.R. § 62.22 (j)(1-4).);
7. Inform GACC CA immediately if Host Company finds out that intern or trainee has been provided employment outside of the Host Company and instruct the intern or trainee to terminate the outside employment immediately;
8. Not use the internship or training program to displace American workers or as substitute for a position where one would normally hire a regular employee for work purposes;
9. Complete and provide GACC CA with signed copies of the required mid-point and final evaluations of the intern or trainee in a timely manner;
10. Respect the J-1 sponsorship authority of GACC CA and cooperate with GACC CA staff and representatives in all aspects of the program whenever necessary;
11. Provide the intern or trainee with an appropriate orientation at the beginning of the internship or training program to orient them to the Host Company and ensure they understand the Host Company rules, resources, equipment, personnel, and safety regulations.

§ 3 Hold Harmless

The Host Company hereby promises, undertakes and guarantees to hold harmless and to indemnify the German American Chamber of Commerce California and all other persons connected with the program and application process from all liabilities, claims, actions, damages, expenses and losses of any nature whatsoever caused by or arising from any aspect of the internship/training, and to hold GACC CA, its officers, and representatives harmless in the event of any liabilities, actions, claims, expenses, damages, or losses incurred through any act, omission, or error of the Host Company, its agents, or representatives, and/or intern or trainee activities, except in the event of willful negligence on the part of GACC CA.

The Host Company understands the risks of taking on an intern or trainee, which include, but are not limited to, termination of the position; the intern or trainee getting fired; injury to the intern or trainee; business bankruptcy; reduction of Host Company personnel; disappointment with the internship or training program; changes in immigration laws or regulations; injury or death due to travel by air, water, or land; acts of God; physical or mental disease, injury, or defect.

The Host Company has been informed of the procedures and costs involved in preparation for and participation in the internship or training program. Furthermore, the Host Company understands that GACC CA cannot guarantee the result of outcome of any internship or training program. The Host Company understands that GACC CA has made reasonable efforts to ensure program success but cannot ensure that problems will not occur which could to firing, termination, or expulsion of the intern or trainee. GACC CA reserves the right to terminate the program based on its judgment and discretion.

The Host Company agrees to not hold GACC CA liable in the event that the intern or trainee does not succeed in completing the program and agrees that the internship or training procedures and expectations have been presented and explained to its understanding and satisfaction.

The Host Company understands that GACC CA, as a U.S. Department of State designated visa sponsor under the Exchange Visitor Program reserves the right to withdraw sponsorship of any intern or trainee in the event of non-compliance with program regulations (22 C.F.R. § 62.22) or any deviation from the Training/Internship Placement Plan (DS-7002).

The Host Company understands that U.S. Government agencies have jurisdiction over the Exchange Visitor Program and immigration matters and have the right to exercise discretion in administering their responsibilities. GACC CA cannot guarantee the likelihood of success in any visa application or the amount of time in which an application may be processed.

Confidentiality: Host Company and the German American Chamber of Commerce California, hereby referred to as GACC CA, agree that any information of a confidential nature disclosed between each other to agents, employees, partners, with or on behalf of each other shall remain strictly confidential. Confidential information includes, but is not limited to, procedures, policies, and methods in the form of documents, contracts, manuals, verbal communication, communication by phone, email, fax or otherwise, services, financial statements or information, or any other forms in which information may be disclosed.

Relationship Terms: GACC CA and the Host Company are independent companies and free to engage in normal business operations and activities without limitation or interference. The relationship between the parties is valid for the period of the internship or training listed above unless terminated or ended by either party according to the terms of this Agreement.

Publication Usage: Host Company shall permit GACC CA to use its name, logo, or trademark on its website or in publications unless otherwise requested not to do so in writing.

Expenses: Host Company is responsible for any and all expenses incurred by the Host Company and any and all work-related expenses incurred by the intern or trainee on behalf of the Host Company while on the job. This includes, but is not limited to, job-related transportation, business supplies, telephone usage, postage, and office or business lease payments required by the Host Company as part of the intern or trainee's responsibilities and tasks. Neither GACCCA nor the Host Company shall be responsible for living expenses incurred by the trainee or intern; this includes costs to commute to and from the Host Organization, accommodation, etc, unless otherwise agreed upon in writing.

Taxes: The Host Company shall be responsible for reporting and ensuring that all applicable Local, State and Federal employment taxes are paid, including estimated taxes, pertaining to the services provided by the Host Company under the terms of this Agreement, as required by law.

§ 2 Host Company Responsibilities

The Host Company, listed above, agrees to:

1. Read and familiarize itself with U.S. Department of State regulations and responsibilities governing the Exchange Visitor Program (22 C.F.R. § 62) and abide by all applicable USCIS laws, U.S. Department of State regulations, and GACC CA internship/training program guidelines;
2. Promptly notify GACC CA of any changes, deviations, or concerns about the Training/Internship Placement Plan (DS-7002) during the program (22 C.F.R. § 62 (h)(1)(i)).;
3. Provide GACC CA with written copies of any additional agreements between the Host Company and intern or trainee regarding accommodation or transportation, if provided by the Host Company;
4. Immediately notify GACC CA if the internship or training program is discontinued, cancelled, or terminated for any reason. Furthermore, the Host Company understands that the intern or trainee must depart the U.S. within 30 days of program termination, or earlier if instructed to do so by GACC CA or a governmental authority;
5. Abide of all laws (Federal, State and Local) regarding health and safety, as well as all GACC CA program rules and regulations. Host Company agrees to contact GACC CA immediately in the event of any emergency situation involving the intern or trainee;

§ 4 Choice of Law

Any and all disputes arising under or out of this Agreement shall be governed by and resolved in accordance with the laws of the State of California, USA. No other law shall be applicable. Any lawsuit arising out of this Agreement, or in connection with this Agreement in any manner, may only be brought in San Diego County, California, USA.

§ 6 Final Reminders

Host Company agrees that the intern or trainee will be continuously supervised for the duration of the program and that the intern or trainee's performance will be evaluated. Furthermore, the Host Company understands that both the Host Company and the intern or trainee must complete, sign, and return the required mid-point and final evaluations provided by GACC CA when instructed to do so.

Host Company agrees to notify GACC CA in writing if the intern or trainee fails to begin the program as scheduled, quits or abandons the program, or is terminated for any reason before the official end date listed on Agreement and on the Training/Internship Placement Plan (DS-7002).

Host Company understands that GACC CA must be informed of any changes in the intern or trainee's supervision and contact information, including the site of activity where the internship or training is taking place, and/or if any difficulties arise that may affect the successful completion of the program. Furthermore, the Host Company is aware that changes in the intern or trainee's program dates, activities, or location must first have written approval from GACC CA. Any changes without GACC CA knowledge or consent may require a new Training/Internship Placement Plan (DS-7002) to be approved and may incur additional administrative fees.

Host Company is aware that the intern or training is strictly prohibited from participating in any outside employment and that such employment or intend to accept outside employment must be reported to GACC CA and that failure to do so may result in the termination of the internship or training program.

Host Company is aware that the internship or training must be completed on the end date listed in this Agreement and on the Training/Internship Placement Plan (DS-7002) and that the intern or trainee must leave the U.S. within 30 days of the end date of the program.

Signatures

By signing below, I certify that I am the Supervisor (and Contact, if applicable) named at the top of the Agreement and that all information given above is true and accurate to the best of my knowledge and that I am authorized to sign this document on behalf of the Host Company.

Host Company Supervisor: _____ Date: _____

Host Company Contact: _____ Date: _____

GACC CA Representative: _____ Date: _____