

CITY OF FREDERICKSBURG CITY COUNCIL MEETING

MONDAY, JANUARY 6, 2014 ~ 7:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Jeryl Hoover, Mayor
Tim Dooley, Council Member
Graham Pearson, Council Member

Gary Neffendorf, Council Member
Kathy Sanford, 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. ORDINANCES - RESOLUTIONS- ACTION ITEMS

- | | |
|--|-------|
| A. Consider Dog Park Agreement. | 1-14 |
| B. Consider Ft. Martin Scott Committee appointments. | 15 |
| C. Consider Replacement of City Phone System. | 16-18 |

2. INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION

- A. Receive update on Skate Park.

3. CITY MANAGER'S REPORT

- A. Annual Progress Report
- B. Former Texas Rangers Heritage Center
- C. Department Head Presentations
- D. HOT Applications
- E. Subdivision Ordinance
- F. Electric Vehicle Charging Station
- G. New Proposed Ordinances.

4. ITEMS FOR FUTURE AGENDAS

- 5. 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.

- 6. COUNCIL COMMENTS** - No discussion or action may take place.

- 7. EXECUTIVE SESSION** - 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 Regarding Pending Litigation CTEC vs City of Fredericksburg.

- 8. ADJOURN**



CITY COUNCIL MEMO

DATE: January 2, 2014

TO: City Council

FROM: Jimmy Alexander, Director of Parks & Recreation

SUBJECT: Dog Park

Summary:

The City has agreed to allow the organizational group representing the Dog Park to enter into an agreement and begin preliminary planning to develop a Dog Park on the undeveloped land adjacent to the Lady Bird Johnson Municipal Park RV campgrounds.

Recommendation:

It is recommended to approve the agreement that has been developed between the Dog Park organizational group, City staff, and the City Attorney.

Background / Analysis:

Jody Donovan representing the Dog Park organizational group will make a power point presentation to the City Council on the conceptual plans that their group have developed. They are looking for feedback and will be available to answer any questions.



The City of Fredericksburg



Proposal to Fredericksburg City Council – January 6, 2014

To: Fredericksburg City Council and Mayor

From: Fredericksburg Dog Park Association (FDPA)

We, the FDPA, wish to enter into an agreement with the City of Fredericksburg to construct an off-leash dog park within Lady Bird Johnson Municipal Park. The City Attorney, City Manager and Parks & Rec. Manager have all been involved in the preliminary plans of this agreement and the facility. All records, plans and site renderings will be approved by the City and presented at periodic City Council meetings throughout the fundraising and construction phases. Upon completion, the park will be donated to the City and become part of the Fredericksburg Parks & Recreation Department. We wish to sign the formal agreement today and answer any questions or concerns that the Council may have. Then we can begin to raise the funds necessary to construct said facility. We look forward to this joint venture with the City and the success of the Fredericksburg Dog Park.

Regards,



Jody Donovan
President-FDPA

01/06/2014

LICENSE AGREEMENT
FOR DOG PARK FACILITY
FREDERICKSBURG, TEXAS

This Agreement is entered into this the 6th day of January, 2014 between the City of Fredericksburg, Texas, hereinafter referred to as "City", and the Fredericksburg Dog Park Association, a Texas non-profit corporation, hereinafter referred to as "FDPA".

In consideration of the terms herein, the City and FDPA hereby recite, covenant and agree as follows:

- I. As a public service, for the benefit and improvement of the community, FDPA intends to design and construct fences and other amenities and facilities for the use of a Dog Park which shall include landscaping in accordance with the City's landscape ordinances. It is anticipated that the items to be constructed are: perimeter and interior fencing, watering and waste removal stations, grading, signage, landscaping, irrigation shade structures and trees. The facility field and the improvements to be made collectively may hereafter be referred to as "the Facility". Once the Facility is constructed, the City will maintain and manage the Facility in cooperation with the FDPA. FDPA offers the construction of the Facility to the City as a donation.
- II. Subject to the terms and conditions of this agreement, the City hereby grants FDPA a revocable exclusive license to construct the Facility on that certain 5.77 acre tract of land more or less (described by metes and bounds on

Exhibit "A" attached hereto) of the undeveloped part of City owned land at Lady Bird Johnson Park. This license may be revoked as provided in Section XV below. Upon completion of the Facility, the City shall accept the donation of the Facility from FDPA.

III. Terms and Conditions Relating to Construction of the Facility:

A. The City agrees that it shall:

1. Provide construction oversight assistance at its discretion under the direction of the Director of Parks and Recreation for the City or his or her designee; and
2. Provide, at the City's expense electricity and water to the site during construction of the Facility; and
3. Advise FDPA if it finds any conditions at the Facility before or during construction which may be unsatisfactory and in need of change or correction; and
4. Allow FDPA freedom of design in the facility, provided that said design complies with generally accepted standards of the industry; and
5. Allow FDPA to engage contractors and subcontractors to build the Facility; and
6. Allow FDPA to place and maintain recognition signs in the Facility area following the completion of construction, and one temporary recognition sign during construction. It is understood that the permanent signs shall be small

dedication plaques acknowledging the contributions of sponsors and donors. Further, all such signs shall be subject to provisions of applicable City sign ordinances and construction codes, and subject to prior approval by the Director of Development Services for the City, or his or her designee. The City retains the right, in consultation with FDPA, to name the project and determine the number, placement, size, content and materials for permanent signage to be erected following completion of construction; and

7. Prior to the beginning of construction, allow FDPA to terminate this agreement upon sixty days written notice, without penalty. After the commencement of construction, allow FDPA to terminate without notice, provided the construction of the Facility becomes cost prohibitive and FDPA agrees, upon request of the City, if it decides not to complete the structure, to remove the Facility, or any portions of the facility that have been constructed, and to restore the property to its original condition or better as it existed prior to any construction associated with the Facility.

B. FDPA agrees it shall:

1. Raise all funds deemed by FDPA to be necessary for the construction hereby contemplated within two (2) years of the

date of this agreement, and then actually construct the Facility within one (1) year following the completion of the fundraising. Additions to the Facility, upon approval by the City, may be constructed after the Facility has proven to be useful to the citizens and visitors. This agreement will terminate at the option of the City in the event the funds are not timely raised; and

2. Not have any ownership interest of any kind in the approved location, and not exclude the City from entering the location at any time and for any reason; and
3. At its expense, design, engineer and construct the Facility on the designated property to meet all requirements as set forth by the City approved plan and specifications which plans and specifications shall include all necessary site fixtures; and
4. Place safety, use and warning signs, the number and placement of which have been approved by the City within the Property; and
5. Contract with a qualified professional contractor(s) or builder(s) as may be approved by the City who will construct the Facility, and provide a copy of such contract to the City; and
6. During site preparation and construction, require the contractor (s) to secure, protect and maintain the site until it is

completely finished, and at a minimum, the contractor(s) shall be required to place fencing and signs around the site to keep the public away during construction; and

7. Require the engineer or architect to prepare as-built drawings of the Facility and a maintenance manual or maintenance routine, which shall be delivered to the City when the City accepts the Facility; and
8. Require the transfer of any and all warranties provided for materials or workmanship to the City; and
9. Include in the construction contract indemnification language favorable to the City and to the FDPA. Additionally, the Contractor(s) will be required to carry insurance and the City and the FDPA will be named as additional insureds for liability purposes as described below; and
10. Clean or require the contractor(s), to clean the area used in construction of the Facility to the satisfaction of the Director of Parks and Recreation, or his or her designee, during and following construction; and
11. Pay all expenses directly incurred by FDPA in connection with the Facility in a timely manner; and
12. Indemnify, defend, and hold the City harmless from all claims, loss, injury, and damage arising during construction of the Facility except for the sole negligence of the City; and

13. During construction, and until the Facility is accepted by the City, require the Contractor to provide workers compensation insurance which meets the State of Texas requirements, Commercial General Liability insurance written on an occurrence basis with limits not less than \$1,000,000 combined single limit per occurrence, per location and \$2,000,000 aggregate for personal injury, bodily injury, and property damage, with coverage to include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCD) if applicable; and employer's liability if and when an employee is hired by FDPA; the City shall be named as an additional insured on the insurance policy, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance; and such certificate shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Contractor's insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. Failure to maintain acceptable insurance will result in the termination of

this use agreement.

- IV. The construction of the Facility shall be performed as set forth in the approved plans and specifications. Before proceeding with construction, the Contractor shall provide to the City Manager, or his or her designee, a construction schedule.
- V. FDPA shall not construct or allow construction of any improvements or structures except as approved by the City.
- VI. The City shall establish the opening date for the Facility with input from FDPA.
- VII. Record Keeping and Reporting.
 - A. FDPA shall maintain accounts and records which accurately reflect the details of construction, costs, and design of the facility. These and all records relating to the performance of this Agreement shall be available for City inspection.
 - B. FDPA shall provide the City with proof that the funds for construction of the Facility are secured on or before two years from the date hereof and prior to commencement of construction, and thereafter, FDPA shall provide monthly expenditure reports during construction fully describing what work has been performed pursuant to this Agreement and the anticipated date of substantial completion of the Facility. The final report shall include a complete report detailing the project from the commencement of construction.

VIII. The relationship created by this Agreement is that of independent contracting entities. FDPA is not an agent or employee of the City. FDPA , as an independent contractor, shall control and direct the performance of the details of the work to be provided.

IX. FDPA shall protect, defend, save harmless, and indemnify the City, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including reasonable attorney fees, occurring, arising or resulting from the performance of this Agreement.

X. Breach.

In addition to all other rights and remedies available at law or in equity:

A. In the event FDPA fails to abide by any of the terms of this Agreement, the City may send notice of breach of this Agreement and demand FDPA cure such breach within sixty (60) days. If the breach is not cured, the City can either (1) correct such breach and charge FDPA for any cost incurred; or (2) terminate this Agreement under XV below.

B. Should the City fail to abide by any of its obligations under this Agreement, FDPA, after sixty (60) days' written notice of breach may (1) terminate this Agreement according to XV below; or (2) bring suit for return of any funds actually expended in connection with the project anticipated by this agreement as its only legal remedy, waiving all other damages.

XI. Contractual Requirements

FDPA shall assure that all work done in furtherance of the agreement shall provide fair, equal and non-discriminatory treatment of all persons, without respect to race, creed or national origin, and, in particular:

- A. The Contractor(s) shall maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and
 - B. The Contractor(s) shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the services of all persons without discrimination as to any person's race, color, religion, sex, Vietnam era veteran's status, disabled veteran condition, physical or mental handicap, or national origin.
- XII. The rights under this Agreement shall not be assigned and the duties under this Agreement shall not be delegated by either the City or FDPA.
- XIII. The signatories to this Agreement hereby represent that they have full legal authority to execute this Agreement on behalf of their respective entities.
- XIV. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

XV. Termination.

- A. FDPA may terminate this Agreement by giving to the City written notice of intent to terminate sixty (60) days prior to termination date. In that event, if so directed by The City, FDPA shall return to its original condition any portion of the property that was disturbed by any work done in furtherance of this Agreement.
- B. In the event FDPA does not comply with and fulfill its obligations under this agreement, the City may terminate this Agreement by giving FDPA written notice and opportunity to cure of sixty (60) days prior to terminating this Agreement.
- C. Upon termination of this agreement after the successful completion of the Facility, it is understood and agreed by the parties, that the City intends to maintain and utilize the Facility as a recreational area which permits dogs to be unleashed for a minimum of five (5) years. It is agreed and understood that the needs of the City with regard to recreational needs or the need to use the property on which the Facility is located in ways more advantageous to the citizens may change over time, and in the event the City desires to utilize the property of the Facility in a different manner at any time, the City will be entitled to do so upon ninety (90) days notice to FDPA. In such event, FDPA shall be permitted to remove any improvements except landscaping. Provided, however, if the City's termination is within the first five (5) years of operation, the City agrees to relocate the Facility

to another location at the City's expense using any existing improvements which are able to be relocated. The City will set all operating times and policies with regard to the Facility based on usage of similar municipal park facilities in central Texas. It is understood, however, that nighttime use of the property shall not be permitted, and no lighting shall be installed or used at the Facility.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed the day and year first hereinabove written.

FREDERICKSBURG DOG PARK
ASSOCIATION

By: _____

Joseph Donovan, President

CITY OF FREDERICKSBURG

BY: _____

Kent Myers, City Manager

SITE PLAN
SCALE: NTS



A-100

Drawn By	CYC
Checked By	WAM
Approved By	WAM
Project No.	0000
Original Scale	00 00 00

SITE PLAN

PRELIMINARY
THIS PLAN IS FOR INFORMATION ONLY AND NOT A FINAL DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF MUSTARD DESIGN.
ERIC MUSTARD
12.12.13

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FREDERICKSBURG DOG PARK

LADY BIRD JOHNSON PARK
FREDERICKSBURG, TX 78624



100 East Main Street, Suite 200
Fredericksburg, Texas 78624
817.777.7300



CITY COUNCIL MEMO

DATE: January 6, 2013

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Appointment to Fort Martin Advisory Committee

Summary:

The Fort Martin Advisory Committee is playing an active role in the redevelopment of Fort Martin Scott and additional Committee appointments are requested at this time.

Recommendation:

It is recommended that Duke Davis and Austin Ladd Roberts be appointed to the Fort Martin Scott Advisory Committee.

Background / Analysis:

Both Mr. Davis and Mr. Roberts have been very involved in recent efforts of the Fort Martin Scott Friends organization and would greatly enhance the function of the Advisory Committee. Mr. Duke would replace Dwight Oestreich who has recently resigned. Mr. Roberts would serve as an additional new member.



CITY COUNCIL MEMO

DATE: December 27, 2013

TO: Mayor and City Council

FROM: Russell A Immel, Information Systems Manager

SUBJECT: Replacement of City Phone System

Summary:

Propose to purchase new Avaya IP Office phone system to replace existing system that serves City Hall, Consolidated Warehouse, Ufer Street Warehouse, and EMS Building. The current phone system is close to end-of-life and needs to be replaced soon. Gillespie County has approved the replacement of their existing system and are moving to a new phone system that will serve the new jail, LEC, Courthouse and annexes. The new City system would be identical to the County system, and while each operating independently they would be interconnected to provide direct connections between City and County. Since much of the additional labor required to setup and configure the two systems could be done at the same time, it would be timely and in our best interest to upgrade our system at this time. The system would be purchased under the Department of Information Services (DIR) State Contract for \$37,638.39. This includes all installation costs, training and 3 year warranty.

Recommendation:

Approval.

(16)
The City of Fredericksburg

Background / Analysis:

The current phone system in use that provides service to City Hall, the Consolidated Warehouse, Ufer Street Warehouse, and EMS is the BCM450 and is close to end-of-life. The End-of-Sale (EoS) for new systems of Avaya Business Communications Manager 450 (BCM 450) products, was effective March 1, 2012. Products required to upgrade, expand and maintain existing BCM systems will continue to be offered until March 1, 2015. This includes software authorization codes, terminals, media bay modules, expansion units, replacement parts, and upgrades to the latest release (BCM R6.0). Some of the existing phone instruments still in use were installed in 1994.

Some of the advantages that the new Avaya IP Office System will bring:

- We will have 4 digit dialing (intercom) capability, paging, and call transfer with the PD, Sheriff's Office, Courthouse and County Annexes. Citizens are often confused on where to call for certain services (such as driver's license office), and end up calling City Hall. Instead of having them hang up and dial a different number, we can simply transfer the call.
- Our current Receptionist often gets overrun with phone calls. We would have the capability to have a secondary answering position that could easily and quickly be set up on another employee's desk to assist in answering calls, especially during times of outages or emergencies. With the current system, a dedicated phone has to be set up at a predetermined location.
- We would have the capability to use the cell phone as an extension of the phone system
- Enhanced Unified Messaging. Such as voice mails could be viewed as emails. Text-to-speech for email reading.

There are many, many other built in feature along with additional options that could be added if needed. It is very robust and expandable system. We can start small and as we need additional features, this system can support them.

The system would be purchased under the Department of Information Services (DIR) State Contract for \$37,638.39. This includes all installation costs, training and 3 year warranty. The breakout of the cost per departments would be:

General Fund:	65%	\$24,464.93
Solid Waste:	5%	\$1,881.92
Emerg Svs	4%	\$1,505.54
Electric	13%	\$4,893.00
Water	13%	\$4,893.00
Total	100%	\$37,638.39

The Police Department has \$30,000 budgeted for the upgrade that they had planned to use based on the changes to the LEC phone configuration that are required by the building of the new jail. The other departments have had cost savings of other items in their budget that would allow them to fund the system.

We feel that since the County is moving to this same system for the new jail, LEC, Courthouse and annexes, and since the systems could be interconnected, and the original plan was to replace our existing phone system in the 2014-2015 budget cycle, it would be timely and in our best interest to upgrade our system at this time.