

CITY OF FREDERICKSBURG CITY COUNCIL MEETING

MONDAY, JANUARY 16, 2017 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Graham Pearson, Council Member
Charlie Kiehne, 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. **EMPLOYEE RECOGNITIONS**
2. **MINUTES** - Consider Approving Minutes of November 2016 Meetings 1-5
3. **ORDINANCES - RESOLUTIONS - ACTION ITEMS**
 - A. Consider Downtown Parking Study Agreement 6-21
4. **INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION**
 - A. Receive and Discuss 2017 HOT Applications 22-24
 - B. Consider Placing Revised Request for Street Closures for Crawfish Festival on the February 6 City Council Agenda 25-26
 - C. Consider Purchase of Cross Mountain Restrooms 27-39
 - D. Receive and Consider Proposal on TML Health Insurance 40-45
5. **CITY MANAGERS REPORT**
 - A. January 30 Special City Council Meeting
 - B. February 6 City Council/County Commissioners Meeting
 - C. Community Visioning Process
 - D. City Attorney Position
6. **ITEMS FOR FUTURE AGENDAS**
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**

STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG

REGULAR CITY COUNCIL MEETING
NOVEMBER 7, 2016
6:00 PM

On this the 7th day of November, 2016, the City Council of the CITY OF FREDERICKSBURG convened in regular session at the Law Enforcement Center, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
GARY NEFFENDORF - COUNCIL MEMBER
GRAHAM PEARSON – COUNCIL MEMBER
CHARLIE KIEHNE - COUNCIL MEMBER
BOBBY WATSON - COUNCIL MEMBER

ABSENT: NONE

ALSO PRESENT: KENT MYERS - CITY MANAGER
SHELLEY BRITTON - CITY SECRETARY
PAT McGOWAN - CITY ATTORNEY
CLINTON BAILEY - D.P.W.U.
BRIAN JORDAN – DIR OF DEVELOPMENT SERVICES

The meeting was called to order at 6:00 PM following the Pledge of Allegiance.

EMPLOYEE RECOGNITIONS - The City Manager recognized Laura Hollenbeak, Dana Smith, Lea Feuge, and Marion Wiggins for the budget document, public works department for the new stop sign on Elk and Austin, and municipal court employees were recognized.

MINUTES OF SEPTEMBER 2016 MEETINGS – It was moved by Council Member Watson, seconded by Council Member Neffendorf, to approve the minutes of the September 2016 meetings as presented and corrected. All voted in favor and the motion carried.

CONSENT AGENDA – It was moved by Council Member Pearson, seconded by Council Member Watson, to approve a Buy Board purchase for the Sanitation and Street Departments. All voted in favor and the motion carried.

REQUEST FROM FORCE FAST PITCH FOR REDUCED BALL FIELD RENTALS – Following a brief discussion, it was moved by Council Member Neffendorf, seconded by Council Member Pearson, to deny the request as presented. The vote was as follows: AYE: Neffendorf, Pearson, Kiehne, and Watson; NAY: Langerhans. Motion carried.

REQUEST FOR ASSISTANCE FOR NEW TROLLEY SERVICES – No action taken, this item will be considered at the Nov. 21st meeting.

REVISED REQUEST FOR PROPOSALS FOR HOTEL/CONFERENCE CENTER – Following a lengthy discussion concerning the revised Request for Proposals for the Hotel/Conference Center Project, no action was taken.

PROFESSIONAL SERVICES CONTRACT FOR MLSS PUMP STATION REHABILITATION PROJECT – Following a brief presentation by Kris Kneese, it was moved by Council Member Pearson, seconded by Council Member Kiehne, to approve the Professional Services Contract with HDR Engineering for the MLSS Pump Station Rehabilitation Project for a fee of \$125,600.00. The vote was as follows: AYE: Langerhans, Neffendorf, Pearson, Kiehne, and Watson; NAY: None. Motion carried.

REQUEST FROM CRAWFISH FESTIVAL FOR STREET CLOSURE – It was moved by Council Member Kiehne, seconded by council Member Watson, to approve the request and close Adams St. between Main and Austin to cars as presented. A lengthy discussion followed. The vote was as follows: AYE: Kiehne, Watson. NAY: Langerhans, Neffendorf, and Pearson. The motion failed.

CITY MANAGER’S REPORT - City Manager’s Report included (1) City Council Retreat – follow up actions, (2) Sales Tax Audit Services, (3) Ft. Martin Scott, (4) Golf Course Update, and (5) Personnel Changes.

PUBLIC COMMENTS – Russ Rose commented.

COUNCIL COMMENTS – Charlie Kiehne commented on the quality of Lady Bird Park, and Graham Pearson commented on the Harvest Fest choirs.

With no further discussion, Council Member Watson made a motion to adjourn the meeting at 8:30 PM. Council Member Neffendorf seconded the motion. Motion carried.

PASSED AND APPROVED this the 16th day of January 2017.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

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STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG

REGULAR CITY COUNCIL MEETING
NOVEMBER 21, 2016
6:00 PM

On this the 21st day of November, 2016, the City Council of the CITY OF FREDERICKSBURG convened in regular session at the Law Enforcement Center, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
BOBBY WATSON - COUNCIL MEMBER
GARY NEFFENDORF - COUNCIL MEMBER
CHARLIE KIEHNE - COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER

ABSENT: NONE

ALSO PRESENT: KENT MYERS - CITY MANAGER
SHELLEY BRITTON - CITY SECRETARY
PAT McGOWAN - CITY ATTORNEY
CLINTON BAILEY - D.P.W.U.
BRIAN JORDAN – DIR OF DEVELOPMENT SERVICES
LAURA HOLLENBEAK – DIR OF FINANCE
RUSSELL IMMEL – IT MANAGER
BRIAN HALEY – POLICE LT

The meeting was called to order at 6:00 PM., followed by the Pledge of Allegiance.

EMPLOYEE RECOGNITIONS - The City Manager recognized Denis Kaderli for his work on the City Hall Annex, and Andrea Warren for her presentation to Leadership.

CONSENT AGENDA – It was moved by Council Member Pearson, seconded by Council Member Watson, to approve Health Board Appointments: Reappoint John Dubea and Brenda Matysiak and appoint Ruthann Hoover, 3 year terms. All voted in favor and the motion carried.

AMENDMENT TO BOOT RANCH EFFLUENT CONTRACT – It was moved by council Member Pearson, seconded by Council Member Watson, to approve the First Amendment to the Boot Ranch Effluent Contract, effective Jan. 1, 2017 as presented. The vote was as follows: AYE: Langerhans, Neffendorf, Pearson, Kiehne, and Watson; NAY: None. Motion carried. (Recorded in Contract Book)

AGREEMENT FOR TROLLEY SERVICES – It was moved by Council Member Neffendorf, seconded by Council Member Watson, to approve the Agreement for Provision of Trolley Services with the revisions as presented. The vote was as follows: AYE: Langerhans, Neffendorf, Pearson, Kiehne, and Watson; NAY: None. Motion carried. (Recorded in Contract Book)

BUDGET AMENDMENTS – It was moved by Council Member Neffendorf seconded by Council Member Pearson, to create a separate fund for lease purchase items and to add \$20,000 to

the Tourism Fund for Trolley Services. The vote was as follows: AYE: Langerhans, Neffendorf, Pearson, and Watson; NAY: Kiehne. Motion carried.

APPOINTMENTS TO SOUND ORDINANCE ADVISORY COMMITTEE – It was moved by Council Member Watson, seconded by Council Member Kiehne, to appoint the following Sound Ordinance Advisory Committee: Jeryl Hoover (Chair), John Weisinger, Jim Walker, Jessica Gallaspy, Jenny Staudt, John Graham, John Reeve, Jim Thomas, and Kathy Sanford. The vote was as follows: AYE: Langerhans, Neffendorf, Pearson, Kiehne, and Watson; NAY: None. Motion carried.

CITY MANAGER’S REPORT – City Manager Kent Myers reported on (1) Special City Council Meeting with University Center Foundation Board of Directors, (2) City Legislative Proposals, (3) City Hall Annex Improvements, and (4) Animal Shelter Construction.

PUBLIC COMMENTS – Russ Rose commented on use of HOT funds for the trolley; Kathy Sanford commented on the Sound Ordinance; Ernie Loeffler commented on HOT funds for the trolley.

COUNCIL COMMENTS – No comments.

EXECUTIVE SESSION - At 7:46 PM, Council Member Watson made a motion to recess the regular session and go into Executive Session. Council Member Kiehne seconded the motion, and the motion carried. At 8:01 PM, Council Member Watson made a motion to adjourn Executive Session and reconvene the regular session. Council Member Neffendorf seconded, the motion carried.

Following Executive Session, the following action was taken:

LETTER OF INTENT TO PURCHASE PARK PROPERTY – Council Member Kiehne moved, seconded by Council Member Pearson, to approve the Letter of Intent to purchase 52 acres adjacent to Oak Crest Park and to authorize the City Manager to proceed with the Earnest Money Contract. The vote was as follows: AYE: Langerhans, Neffendorf, Pearson, Kiehne, and Watson; NAY: None. Motion carried.

With no further discussion, Council Member Watson made a motion to adjourn the meeting at 8:05 PM. Council Member Pearson seconded the motion. Motion carried.

PASSED AND APPROVED this the 16th day of January, 2017.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

* * * * *

STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG

SPECIAL CITY COUNCIL MEETING
NOVEMBER 29, 2016
6:00 PM

On this the 29th day of November, the City Council of the CITY OF FREDERICKSBURG convened in special session at the Hill Country University Center, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
GARY NEFFENDORF - COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER
BOBBY WATSON - COUNCIL MEMBER
CHARLIE KIEHNE - COUNCIL MEMBER

ABSENT: NONE

ALSO PRESENT: KENT MYERS - CITY MANAGER
CLINTON BAILEY - DPWU
LAURA HOLLENBEAK – DIR OF FINANCE
BRIAN JORDAN – DIR OF DEVELOPMENT SERVICES
JOHN CULPEPPER – DIR OF COMMUNITY SUPPORT

JOINT MEETING WITH HCUC BOARD OF DIRECTORS – Council held a Joint meeting with the HCUC Board to receive an update on the Master Plan. No action was taken.

With no further discussion, Council Member Pearson made a motion to adjourn the meeting at 7:30 PM. Council Member Watson seconded the motion. Motion carried.

PASSED AND APPROVED this the 16th day of January, 2017.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR



CITY COUNCIL MEMO

DATE: January 10, 2017
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Downtown Parking Study

Summary:

The City has been experiencing an increasing problem with parking in the downtown area. We have a need to retain a parking consultant to help us assess the problem and develop some feasible alternatives for addressing this problem both in the short-term as well as long-term solutions.

Recommendation:

It is recommended that the City Council approve the attached contract with The Goodman Corporation for conducting a downtown parking study.

Background / Analysis:

During last year's budget discussions we discussed the need for addressing our problem with downtown parking. With the opening of the renovated Pacific War Games area and new businesses locating in the downtown area, this problem is anticipated to increase significantly over the next several years. The Council agreed to provide funding for retaining a parking consultant who would use their expertise to fully assess the problem and develop some reasonable alternatives.

Several months ago, the City issued a Request for Qualifications (RFQ) from parking consultants around the country. A committee made up of Tim Lehmborg, Brian Jordan, Clinton Bailey and me reviewed the

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The City of Fredericksburg

Statements and gave The Goodman Corporation the highest ranking due to their knowledge, experience, familiarity with the community and approach to the project. I have attached information that was included in their statement which explains some of their background and experience.

The attached contract for services includes three major tasks. First of all, they plan on conducting a comprehensive study on the current and future parking supply and demand. The demand analysis will focus on peak periods such as Saturdays during busy visitor months. Based upon this supply and demand, they will then develop recommendations regarding parking policies and the development of future parking facilities. They will then provide recommendations on financing of any new facilities as well as their recommended next steps. The total cost for this study has been negotiated at \$38,000 which is slightly over our budget of \$35,000.

Attachments:

Portion of Statement of Qualifications for The Goodman Corporation
Proposed Contract for Services



Department Approval



City Manager Approval



THE GOODMAN CORPORATION

CREATIVE MOBILITY SOLUTIONS

Mobility Planning

Comprehensive Operations Assessment

Strategic Mobility Financing

Transit Operation & Capital Budgeting

NEPA Environmental Assessments

Transit Facility Planning & Construction

Parking Facility Planning & Construction

Design Oversight

Construction Administration

Grantsmanship

Grant Management

Procurement Planning

Compliance Expertise

HOUSTON:

3200 Travis Street
Suite 200
Houston, TX 77006
713-951-7951

AUSTIN:

1715 6th Street
Suite 112
Houston, TX 78702
512-236-8002

THEGOODMANCORP.COM

Kent Myers, City Manager
Fredericksburg City Hall
126 West Main Street
Fredericksburg, Texas, 78624

Dear Mr. Myers:

The attached qualifications statement is in response to the City of Fredericksburg Request for Qualifications (RFQ), dated October 4th, 2016, seeking professional service firm(s) to assist the City in the development of a parking and shuttle demand study which would include a traffic impact analysis, site selection analysis, transit/shuttle access opportunities, advanced planning services, financial forecasting and estimating related to a strategic plan for the management of local and visitor parking in the historic downtown area.

The selected team will initially be requested to complete an assessment of existing and future congestion and parking demand and recommend alternative solutions and the cost related to same. The project will proceed in a phased manner based upon the results of the initial phase of activity.

The Goodman Corporation (TGC) team consists of TGC and Walter P. Moore (WPM). Between these two firms our team brings the City of Fredericksburg demonstrated expertise to assist the City in all phases of the project. Specifically, our team will cost effectively perform existing and future parking demand analysis, congestion forecasting, site selection consideration for a future parking/transit facility, assess the potential and benefit of public/private partnerships to assist the City in meeting its objective of better organized management of tourist auto, pedestrian, and bus access and circulation.

The TGC team has worked together on numerous similar projects all of which have evolved from the completion of initial parking and congestion studies as stated for Phase I of the study. Moreover, initial TGC project team work has led to actual and evolving implementation of parking and other infrastructure improvements, with transit connectivity in the cities of San Angelo, Galveston, The Woodlands, Texas City, League City, City of Conroe, and many other projects.

Very importantly, the TGC team brings unparalleled knowledge of the federal and state mobility funding process. In our over 35 years of existence, TGC has been successful in bringing over \$1 Billion in discretionary funding to our client base to support mobility improvements.

The TGC team is excited regarding the potential to assist the City of Fredericksburg in identifying and implementing solutions to growing tourist demand.

Sincerely,

Barry M. Goodman, President
The Goodman Corporation
3200 Travis Street, Suite 200
Houston, Texas 77006
Phone: (713) 951-7951 Fax: (713) 951-7957
Email: barry@thegoodmancorp.com

8



DESCRIPTION OF PROJECT TEAM

The Goodman Corporation (TGC) has been assisting communities with the planning, development, financing, design and construction of mobility projects for over thirty-five (35) years. Barry Goodman the founder and president of TGC began his career as Senior Legal Counsel of what is now the Federal Transit Administration (FTA). Goodman was brought to Houston, Texas in 1974 to help Houston pursue its fair share of federal funding and to create what is now the Houston Metropolitan Transit Authority. Goodman was the first President of Metro. TGC's approach is to identify local value and initiative which can be used to leverage and match state and federal funding. This approach has brought TGC clients over \$1 Billion in discretionary federal funding and provided the planning, design and completion of numerous mobility projects including parking/transit garages, rail passenger facilities, bridges, roadways, downtown revitalization, bike ways, and numerous other projects.

TGC has recently completed or is completing several parking facilities which accommodate transit connectivity both for tourism and commuters. During the course of developing these facilities, TGC has conducted parking demand analysis, traffic analysis, site selection, environmental, design and other studies to support eventual implementation of improvements, leveraging maximum state and federal funding and limiting local cash requirements. Recent project history of the TGC team further describes the specifics of projects applicable to the professional disciplines delineated in the Request for Qualifications.

Walter P Moore (WPM) is one of the worlds' leading traffic and parking facility firms, having completed numerous parking garages and joint parking transit terminals in many parts of the nation and Texas. TGC and/or WPM have worked on the following parking facility projects:

- Woodlands Town Center Parking Transit Terminal
- Kemah Transportation Center
- Galveston Downtown Intermodal Parking/Transit Terminal
- Texas City Park and Ride and Administration/Emergency Management Facility
- San Angelo Intermodal Transit/Parking Facility
- Round Rock Downtown Intermodal Parking Garage
- Miramar, Florida Intermodal Transit/Parking Terminal

As a team, TGC and WPM provide all of the planning, design, traffic, parking demand, and other services required to support the City of Fredericksburg's objectives related to accommodating growing downtown tourism in the most organized, efficient, and cost effective manner.





TGC PROJECT TEAM RESPONSIBILITIES

TEAM LEADER

The Goodman Corporation (TGC) – TGC will lead the Fredericksburg Downtown Parking Study effort providing principle interface with City of Fredericksburg (City) staff and other stakeholders. Walter P. Moore will provide support services related to the design and future construction of a parking terminal structure.

TGC WILL PERFORM THE FOLLOWING SERVICES:

- Data gathering on existing and future parking demand
- Inventory of existing and future on street and surface lot parking availability and capacity
- Identification of potential sites to accommodate future parking demand
- Development of Downtown Parking Terminal – Transit shuttle strategies
- Development of design development Finance and Implementation strategies
- Review of Public – Private Development opportunities for a Terminal/Parking facility
- Review of potential commuter transit opportunities between Fredericksburg and Kerville
- Qualification of the City of Fredericksburg for future state and federal funding to support infrastructure requirements

WALTER P MOORE WILL PERFORM THE FOLLOWING SERVICES:

- Analysis of parking demand data and potential terminal locations to support future development
- Analysis of access requirements associated with future potential terminal/parking requirements
- Creative approaches to future terminal design and construction
- Coordination of all survey, geotechnical, and design services required throughout the multi-phased project

BACKGROUND OF KEY PERSONNEL





FREDERICKSBURG AND MOBILITY

TGC has reviewed prior data and information regarding travel demand within and around the City of Fredericksburg, discussion regarding transportation contained in the 2006 Comprehensive Plan, and parking study from 2013 to better determine the magnitude and extent of existing and future parking demand within downtown Fredericksburg.

The City of Fredericksburg Comprehensive Plan emphasized the importance of mobility to preserve the “unique character” of the community; and, in particular that transit, cycling, walking should be promoted as alternatives to the automobile. The plan also addressed the need for regional mobility connections. In the ten (10) years of growth since the 2006 plan the need for organized downtown parking, shuttle connectivity and regional mobility resources has increased significantly. The growth of the wine industry, new Convention Center and other attractions must also be considered for any future mobility alternatives. The plan stated the following goals:

- Provide a range of mobility choices available to residents, business employees and visitors.
- A network of sidewalks, trails, paths and designated lanes that allows residents and visitors an alternative mode of travel to the City’s destination centers.
- A street network with adequate capacity for vehicular traffic, compatible with surroundings
- Aviation facilities that support the City’s population and business development.
- Available transportation facilities and services to support both existing and future development.

The Fredericksburg Downtown Parking Study is only the “initial” piece toward a comprehensive parking and mobility strategy for the City. However, the TGC project team, in its prosecution of the Downtown Parking Study, will be cognizant of all prior data, information, recommendations and proposals for handling the demand of tourism, residents, etc., and sensitive to the needs of local retailers, pedestrian safety, and the ability to accommodate the myriad of automobiles, buses, trucks, and other conveyances necessary to maintain the viability and growth of Fredericksburg.





FREDERICKSBURG DOWNTOWN PARKING STUDY

PHASE 1 APPROACH

TASK 1. EXISTING CONDITIONS

Utilize existing data from City, Fredericksburg Visitor's Bureau (Visit Fredericksburg), Chamber of Commerce, Retail Association, Retail Merchants Association, surrounding Vinyards and other attractions to assess current traffic, parking, and circulation challenges facing the City. Texas DOT existing and projected area roadway capacity and traffic volumes, combined with projected growth in residential population and visitors will also be assessed.

TASK 2. PARKING AVAILABILITY AND DEMAND

Inventory existing and potential on street, surface, and structured parking facilities and project demand over a five (5) year and ten(10) year timeframe to determine future parking requirements and the traffic impacts associated with same.

TASK 3.

Create strategies for accommodating existing and future auto and bus demand for downtown Fredericksburg, including parking structure and shuttle circulation plan with capital and operating cost projections.

TASK 4.

Identify infrastructure components including parking structure/shuttle terminal, shuttle equipment, pedestrian-transit access infrastructure which would be eligible for state and federal funding support.

TASK 5.

Develop next step implementation and finance strategy for next phases of the project.





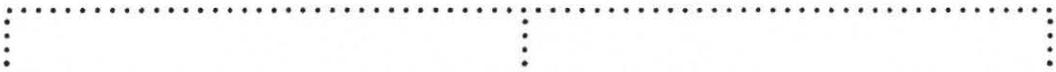
TGC KEY PERSONNEL



BARRY GOODMAN
PRESIDENT, OWNER
Principal-in-Charge



GREG GOODMAN
VICE PRESIDENT
Project Manager



BIN WANG
TRAVEL DEMAND
Compile and Analyze Travel
Data to support Planning and
Grant Applications



ROBERT MCHANEY
CHIEF OF OPERATIONS
Advanced Planning



SUSAN MACLAY
FINANCIAL ANALYST
Finance, Implementation
and Grant
Administration

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

C O N T R A C T
BY AND BETWEEN
CITY OF FREDERICKSBURG
AND
THE GOODMAN CORPORATION

THIS CONTRACT is hereby entered into by and between City of Fredericksburg (Client) and **The Goodman Corporation** (Consultant).

W I T N E S S E T H

WHEREAS, Client has identified the need for professional consulting services to assist with a downtown parking study;

WHEREAS, Client desires to retain Consultant to perform various professional services identified in Exhibit A Scope of Services;

NOW, THEREFORE, IT IS HEREBY AGREED that Client and Consultant should enter into a Contract for performance of professional services pursuant to the following terms and conditions.

**ARTICLE I
SCOPE OF SERVICES**

Consultant agrees to undertake, perform, and complete in an expedient, satisfactory, and proper manner all of the professional services required by Client as described in the Scope of Services defined in *EXHIBIT A*.

**ARTICLE II
CONSULTANT PERSONNEL**

Consultant represents that it has, or shall secure, and agrees to furnish, personnel with the professional classifications, skills, and expertise required to perform the Scope of Services defined in *EXHIBIT A*. Consultant will be given a Notice to Proceed to commence work on tasks described in *EXHIBIT A*.

Additionally, Consultant shall assume responsibility for the Scope of Services defined in *EXHIBIT A* and shall provide all necessary supervision and coordination of activities to complete its requirements subject to approval and concurrence from Client.

Consultant designates Greg Goodman as Principal-in-Charge for this work.

**ARTICLE III
TIME OF PERFORMANCE**

Consultant agrees to commence work within seven (7) calendar days after receipt of a written Notice to Proceed from Client based on execution of this Contract. The work shall be undertaken and completed in such sequence as to assure its expeditious completion and in accordance with the schedule included in the Scope of Services defined in *EXHIBIT A*.

No extension of this Contract shall be allowed unless prior written consent of Client is first obtained. Reasonable changes of schedule shall be granted, as provided in ARTICLE VIII and ARTICLE IX, with mutual agreement by Client and Consultant.

**ARTICLE IV
COORDINATION AND REPORTS**

A. COORDINATION. Data, analyses, findings, and recommendations prepared in the performance of this work shall be reviewed and coordinated with Client during performance of the work program by Consultant.

B. BRIEF PROGRESS REPORTS. Consultant shall submit monthly progress reports to Client. These reports shall outline work accomplished by task during the previous month or since the last progress report. These reports shall include, but shall not be limited to, the percentage of completion of the overall work product, special problems or delays encountered or anticipated, changes in the estimated cost or the anticipated work activities for the next work period, and a brief description of work accomplished, methodologies used, and conclusions reached, if any. Progress reports shall be prepared according to a format approved by Client.

**ARTICLE V
COMPENSATION**

Consultant shall be paid on a lump sum percent of completion for the performance of the Scope of Services defined in *EXHIBIT A*. Any increase in compensation to Consultant shall be conditioned on amending this agreement.

**ARTICLE VI
METHOD AND SCHEDULE OF PAYMENT**

A. PAYMENT REQUESTS. Consultant shall submit monthly invoices for services rendered on lump sum percent of completion per task. Invoices shall be submitted to Client accompanied by a progress report as described in ARTICLE IV. Client shall pay invoices within 30 days of receipt thereof.

B. ADJUSTMENTS. In the event of a change in scope, complexity, or character of the work to be performed, and with the concurrence of both Client and Consultant, the fees specified in ARTICLE V may be adjusted in accordance with the provision of ARTICLE IX of this Contract by amending this original agreement.

C. FINAL PAYMENT. Consultant shall submit a final invoice, so designated, for the contracted work within thirty (30) days of the close of this Contract.

**ARTICLE VII
TERMINATION AND ASSIGNABILITY OF THE CONTRACT**

A. TERMINATION.

1. PROCEDURE. It is hereby agreed that Client may cancel or terminate this Contract at any time by written notice by certified mail to Consultant, with the understanding that upon receipt of written notice of termination, all work hereunder of Consultant, and Consultant's employees shall cease. In the event of such termination prior to completion of the Scope of Services provided for in *EXHIBIT A*, Client agrees to pay Consultant for work actually performed. Consultant shall submit a final invoice, so designated, for the contracted work actually completed less payment of any compensation previously paid.

2. DEFAULT. Client may, by written notice of default to Consultant, terminate the whole or any part of this Contract in any one of the following circumstances:

(a) If Consultant fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

(b) If Consultant fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Client in writing) after receiving notice of default.

In such event, Consultant shall be paid for professional services for work actually performed, based upon the judgment of Client to the date of notification of default, less payment of any compensation previously paid.

B. ASSIGNABILITY. Consultant may subcontract a portion of the services to be performed hereunder to firms with complementary disciplines to perform the Scope of Services defined in *EXHIBIT A*. All subcontractors retained by Consultant shall adhere to the terms of this Contract. If any portion of this Contract is assigned, Consultant shall not be relieved from any of the terms of this Contract.

C. VENUE. Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with the Contract shall lie exclusively within Gillespie County, Texas.

**ARTICLE VIII
TIME EXTENSIONS**

Consultant may request, in writing, an extension of the time of completion beyond the time of performance specified in ARTICLE III, and Client shall promptly place the request on the agenda for the next meeting of Fredericksburg City Council, if required, and following this meeting, Client will advise Consultant of its decision.

ARTICLE IX CHANGES

Client, from time to time, may require changes in the Scope of Services of Consultant to be performed hereunder, provided Consultant agrees in writing. Changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Client and Consultant, shall be incorporated in written amendment to this Contract.

ARTICLE X OWNERSHIP OF MATERIALS

All maps, drawings, documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Contract, shall become the property of Client upon completion of this Contract, or in the event of termination or cancellation thereof, at the time of payment under ARTICLE V for work performed. All such data and material shall be furnished to Client on request. All documents, including, but not limited to, drawings, specifications, and data or programs stored electronically, prepared by Consultant pursuant to this Contract are related exclusively to the services described herein. Any reuse without written verification of adaptation by Consultant to specific purposes intended will be at Client's sole risk and without liability or legal exposure to Consultant.

ARTICLE XI INDEMNIFICATION

Consultant shall indemnify and hold harmless Client against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act of omission, operation, or work of Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by Consultant hereunder. Consultant shall indemnify and hold harmless the City, its officers, agents, and employees from any loss, damage, liability, suits, judgments, or expense because of damage to property or injuries to persons (including death) and including costs of defense (including, but not limited to, attorneys' fees) to

the extent arising from any negligent act, omission, or breach on the part of Consultant, its agents, employees, and subconsultants, in connection with this Contract, or from any breach of any obligations under this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate originals and it shall be effective the _____ day of January, 2017.

CITY OF FREDERICKSBURG

BY: _____
Name _____
Title _____

ATTEST: _____
Name _____
Title _____

APPROVED AS TO FORM:

BY: _____
Name _____
Title _____

THE GOODMAN CORPORATION

BY: _____
Barry M. Goodman
President

ATTEST: _____
Greg Goodman
Vice President

EXHIBIT A –
SCOPE OF SERVICES: FREDERICKSBURG DOWNTOWN PARKING STUDY

Task 0 Kick-off Meeting: TGC and team will initiate a kick-off meeting with the City of Fredericksburg to discuss the tasks, schedule, roles and responsibilities and deliverables related to the Scope of Services. The meeting will also provide an opportunity to discuss potential issues and concerns and to develop potential parking strategies. Additional meetings will be scheduled in tandem with site visits, as needed.

Task 1 Parking Supply and Demand:

- Create a Study Area Map -
 - Create study area map based on City defined boundaries.
- Measure Parking Supply -
 - Prepare materials and conduct field work to measure parking supply with the study area.
 - Map supply of parking by type within study area.
 - Provide corresponding excel workbook by corridor.
- Project Peak-Period Demand -
 - Technical approach
 - Creation of land use map and corresponding spread sheet with square footage, number of employees and other units of measure.
 - Estimate low and high parking demand using the 4th Edition of The Institute of Transportation Parking Generation.
 - Qualitative approach
 - Interviews with key stakeholders; e.g. Convention and Visitors Bureau, and wine tour operators;
 - Identify employee parking practices;
 - Identify trends that would impact future parking demand;
 - Notate special events times; and
 - Conduct field work during peak periods (Saturday) to observe the parking trends and document findings.
- Calculate Parking Surplus or Deficit -
 - Create a heat map illustrating excess demand or supply.

Deliverable: Parking Availability and Demand Technical Memorandum

Budget: \$23,000

Task 2 Parking Strategy Alternative and Policy

- Research Best Practices -
 - Conduct best practices for parking management in peer cities (up to three cities).

- Outline Parking Policies -
 - Identify parking polices that would be suitable for considerations (e.g. implementation of parking restrictions and short term parking limitations for downtown during peak demand periods).
- Estimate Capital Investments for Parking Facilities -
 - Estimate the site requirements for a parking facility and automobile/bus circulation activities; and
 - Determine cost per square foot of land.

Deliverable: Parking Strategy Alternative Memorandum
Budget: \$10,000

Task 3 Finance/Implementation and Next Steps

- Project Capital Costs -
 - Estimate capital costs for preferred alternative/policy(s).
- Identify Funding Opportunities -
 - Identify federal and state funding opportunities (MPO, TxDOT, FTA); and
 - Identify leverage/local match opportunities (bonds, partnerships).
- Determine next steps/project phases -

Deliverable: Finance/Implementation and next steps Technical Memorandum
\$5,000

Estimated Schedule of Completion

MONTHS				
	1	2	3	4
Task 0				
Task 1				
Task 2				
Task 3				



CITY COUNCIL MEMO

DATE: January 10, 2017
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Applications for HOT Funding

Summary:

This year the City has received 36 different applications from local organizations seeking HOT Funding support with the total funding requested at \$3,594,441.

Recommendation:

It is recommended that the City Council review the applications previously forwarded to you and ask questions of applicants who will be attending the meeting.

Background / Analysis:

Every year the City allocates HOT funding to assist local organizations with promotional activities and historic preservation projects that provide "heads in beds" for local lodging establishments. This year the City budgeted \$450,000 for these activities.

At Monday's meeting you will be provided an initial opportunity to discuss these applications and ask the applicants any questions to clarify information in their applications. A follow up discussion is planned for the January 30 Council meeting. During this meeting it is hoped that the Council will reach consensus on the funding that will be provided to local organizations. At Monday's meeting Laura will

22

The City of Fredericksburg

have information available on the current status of our Tourism Fund which is the source of all HOT funding. You are requested to bring your copies of the HOT applications with you to the meeting.

Attachments:


Department Approval


City Manager Approval

2017 HOT APPLICATIONS

1.	Optimists - Hill Country Run	5,000	
2.	Bethany Lutheran Church	19,000	New
3.	Fbg Chorale	2,500	
4.	Ft Martin Scott	4,850	
5.	Ft Martin Scott	18,600	
6.	GCCFA	45,000	
7.	Church of Colored People of Gillespie Co.	42,000	New
8.	Church of Colored People of Gillespie Co.	2,700,000	New
9.	Hill Co Antique Tractors	6,000	
10.	Friends of Country Schools	47,641	
11.	Fbg Art Guild	4,650	
12.	Hill Country Film Festival	8,000	
13.	Ad Nimitz Foundation	125,000	
14.	Ad Nimitz Foundation	10,000	
15.	German Choirs of Fbg	2,500	
16.	Harper Community Park	11,500	New
17.	Knights of Columbus - Bestfest	3,000	
18.	Jaycees - Crawfish Festival	10,000	
19.	Heritage School - Eisbahn	5,000	
20.	Former Texas Rangers	5,000	New
21.	Former Texas Rangers	30,000	New
22.	Wings Over the Hills	4,000	
23.	Boys & Girls Club Shopping Tournament	1,500	
24.	Turner Hall	10,000	
25.	Hill Country Food Truck Festival	7,500	
26.	St. Josephs Halle	250,000	
27.	Systems GO	3,000	
28.	Fbg Community Orchestras	3,000	New
29.	Cherry Mountain Community	3,200	New
30.	Farmers Market	3,000	
31.	4 th of July	5,000	
32.	GCHS	120,000	
33.	Providence Hall - Bike the Burg	16,000	New
34.	Die Kunstler	3,000	
35.	Chamber - Christmas Parade	20,000	
36.	Fbg theater Company	40,000	



CITY COUNCIL MEMO

DATE: 10 January 2016

TO: City Council

FROM: Director of Community Support

SUBJECT: Consider Placing Revised Request of Street Closure for Crawfish Festival on the February 6th Council Agenda

Summary:

On November 7th the Council was presented a request on behalf of the Crawfish Festival for the closure of Adams Street during the festival. The request was generated to comply with the anticipated requirements for Marketplatz after the new turf installment, the activities and vendors that normally participate in the festival would not be able to occupy space on the grass. After discussion the Council disapproved the request. In the weeks following the decision Councilmen Pearson and Kiehne requested that the Council reconsider a modified proposal for street closures for the Crawfish Festival. This agenda item gives the Council the opportunity to decide if you want to reconsider a modified proposal for street closures for the Crawfish Festival during Memorial Day Weekend May 25-29.

Recommendation:

Recommend Council entertain and discuss the request from Councilmen Pearson and Kiehne and approve placing the Revised Request of Street Closure for the Crawfish Festival on the February 6th Council Agenda.

Background / Analysis:

25

The City of Fredericksburg

The Crawfish Festival is an annual event sponsored by the Fredericksburg Jaycees and is held on Memorial Day weekend each May. This is the second largest festival conducted on Marketplatz and has an attendance of 10,000 to 15,000 visitors. The Festival occupies all of Marketplatz with vendors, exhibitors, and attractions. Many of these participants are located on the grassy areas of Marketplatz. As the installation of new sod on Marketplatz is scheduled to be completed around the first of May, the City and organizers wish to minimize the impact of the festival on the new sod. By expanding the footprint of the festival to include portions of Adams Street and or Austin Street (different options will be presented), vehicle traffic on the grass will be eliminated and heavy trailers will no longer be parked on the grass. New policy and guidelines on the use of the grassy areas of Marketplatz are still in development and this request will insure compliance with any future guidelines. The Crawfish Festival will still have to present a complete list of vendors, exhibitors, and attractions with a detailed site plan for approval prior to a special events permit being issued

The Director of Community Support visited with five of the six merchants on Adams Street on 9 January. Virtually everyone was less than happy about the possibility of closing Adams Street for anything except Oktoberfest. Most consider Oktoberfest their Civic and Cultural duty but they don't like the clean-up that goes along with it. During both major festivals people trash their stores and leave trash along the street and sidewalks. In some cases the Oktoberfest organizers makes allowances for them and puts fences around their flower beds to keep the drunks out. The City is working with both Oktoberfest and Crawfish organizers to have the sidewalks cleaned during the major festivals so that the merchants on Adams Street wouldn't have to deal with the mess created by festival goers. One merchant also mentioned that the Crawfish organizers came to their store to coordinate with them about the request to close Adams Street on the 1st day of Oktoberfest which wasn't the best time to ask for a street closure.

Both the merchants from Adams Street and the Crawfish Festival organizers have been notified of this agenda item and plan on being at the Council meeting to provide comment at Council's request and answer any questions the Council might have.

Attachments:



Department Approval

City Manager Approval



The City of Fredericksburg



CITY COUNCIL MEMO

DATE: January 16, 2017
TO: Mayor and City Council
FROM: Andrea Warren, Parks & Recreation Director
SUBJECT: Cross Mountain Park improvements

Summary:

The City received a donation for Cross Mountain Park improvements in 2006 from members of the Cox family. We have also received park dedication fees for a park on the north side of town. There is a balance of \$21,755 from the Cox Family donation and \$90,971 from the park dedication fees. There is an additional \$40,000 budgeted in revenues from park dedication fees for projects on the north side of town this fiscal year for a total of \$152,726. The budget for the Cross Mountain Park project is \$138,000. A new restroom facility will be added later this fiscal year as well as some general park clearing and beautification including a Monarch Garden at Cross Mountain Park.

Recommendation:

It is recommended that the City Council approve the site plan and restroom purchase at Cross Mountain Park.

Background / Analysis:

Cross Mountain Park is in need of a restroom facility and beautification to make the park more inviting to residents and visitors. A Buy Board quote was received for the restroom at Cross Mountain Park from Restroom Facilities LTD for \$87,042. It will include one women's and one men's restroom, stone veneer, standing seam metal roof, and a drinking fountain. It will take approximately 90 to 120 days for the

27

The City of Fredericksburg

restroom to be built. The utility line extensions, pad site, parking lot and clearing will be accomplished by City crews. The Native Plant Society has agreed to provide assistance in creating the Monarch Butterfly Garden to fulfill the Mayor's Monarch pledge. We will also include two park benches as requested by the Cox family.

Attachments:

Cross Mountain Site Plan, RFL Buy Board quote, Floor plan, Similar restroom photograph



Department Approval

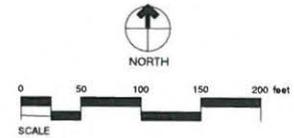
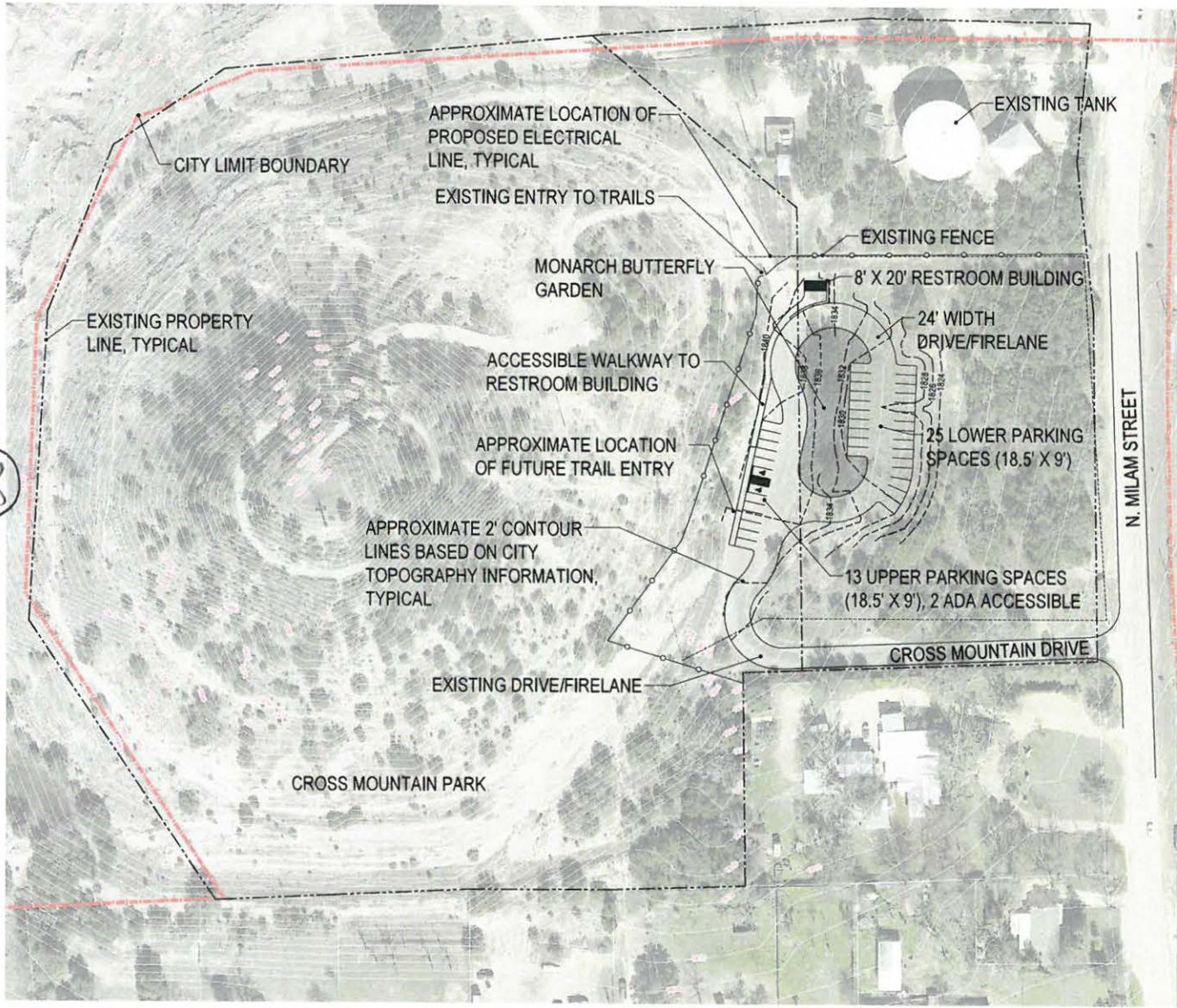


City Manager Approval

28

The City of Fredericksburg

bc



Cross Mountain Park

City of Fredericksburg, Texas

Issue Date
January 10, 2017

Revisions

Site Plan
L1.01



TURNKEY QUOTATION

PROJECT NAME: CROSS MOUNTAIN PARK
OWNER: CITY OF FREDERICKSBURG, TEXAS
DATE: 19 SEPTEMBER 2016

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

PRELIMINARY PURCHASE PRICE

BUYBOARD CONTRACT 423-13

RFL BASE MODEL # AW202DF	@	\$ 71,142.00
INSTALL	@	\$ 7,200.00
TOTAL WITH BUYBOARD DISCOUNT	@	\$ 78,342.00
FREIGHT AND CRANE	@	\$ 8,700.00
TOTAL BUYBOARD W/ FREIGHT AND CRANE	@	\$ 87,042.00

Note: You must itemize your purchasing document as shown in this quote.
 Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the construction time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. In-plant inspection reports and certifications will be provided by an independent inspection agency. The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. After the site prep has been completed, our crew arrives to perform the installation. They will verify elevation, offsets, location, and access.

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Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill.

CLIENT'S SCOPE OF WORK

TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Preparing the site is fairly simple. Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. If soils are poor, it may be necessary to import six inches of Class II base rock, and pour for a footing and/or piers. (This is not necessary if native soils will compact)
- 2.3. Compact to 95%, or to local code requirement.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. Depending on weather, all irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.

3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (up to 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by CLIENT. CLIENT is

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responsible for removing any overhead obstructions (i.e. power lines, trees). This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish and install a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must connect service to valve.
- 4.2. Sewer: RFL will furnish and install a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must connect service.
- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- 4.4. If the utilities are not available when we depart the site, testing and minor leaks will be the responsibility of the CLIENT.
- 4.5. A minimum 1½" line with 25 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications by owner require any testing or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

It is very important that the CLIENT understand that our costs are based upon fast track construction and that delays for inspection are an impediment to the timely completion of the project. We seek the full cooperation of the CLIENT and local building officials or project inspectors in accomplishing this end. We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's

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completion of installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be responsibility of CLIENT. All rough and final grading shall be by CLIENT.

9. SOILS INFORMATION:

Even though the building department may not require an official soils report, it is always a good idea to obtain one. Our slab requires a minimum allowable soil bearing pressure of 1,000 psf. This value needs to be confirmed, on site, by the owner, or through the owner's contractor, and not by RFL. The need to obtain a soils report is only a recommendation by RFL. Ultimately, it is up to the owner and the local jurisdiction to decide whether or not to pursue evaluating the soils beyond the generally conservative assumptions given in current applicable codes.

STANDARD TERMS AND CONDITIONS OF SALE

1. LINKAGE:

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

2. ACCEPTANCE:

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within thirty (30) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

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Page 4 of 8

1707 Colt Circle, Marble Falls, Texas 78654 ● Phone: 512.222.5454 ● www.restroomfacilities.com

3. **PRICES:**

Sales tax is not required provided the structure is installed by RFL. All Use taxes, and applicable in plant taxes, permits and fees are paid for by RFL. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 10% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one-half percent) per month added fee shall be due for each month the shipment is delayed.

4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit. Contract may not be cancelled once production has commenced.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the price (including any notes given therefore) of the equipment has been fully paid in cash. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price. Buyer agrees to indemnify and holds harmless the Company from all claims by third parties which extend beyond the foregoing limitations on the Company's liability.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of

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any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one/half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All Products produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect or improper storage. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including

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Page 6 of 8

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reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one/half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**

Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

John Putman, President

Date

Client Name

Name and Title

Date

____ Initial ____ Initial



39



CITY COUNCIL MEMO

DATE: January 10, 2017
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Employee Health Insurance Program

Summary:

A competitive proposal was recently submitted to the City for our participation in the TML health insurance pool. This proposal will be discussed at Monday's Council meeting.

Recommendation:

It is recommended that the City Council discuss the health insurance proposal from the TML insurance pool. If the Council gets all of your questions and concerns resolved at Monday's meeting, then it is recommended that the City consider joining the TML insurance pool for health insurance coverages.

If there are remaining questions or concerns that are not resolved during the discussion at Monday's meeting, then it is recommended that additional discussion and possible action be taken at the January 30 special City Council meeting. It is important that a decision be reached on this proposal by the end of January because the plan starts on March 1. Time will be needed to enrollment employees and dependents in the new program if this program is approved.

Background / Analysis:

The City currently offers health insurance coverages to our employees and their covered dependents with a self-insurance program. The City pays all of the costs for the employee and the employee covers

40

The City of Fredericksburg

the costs for their dependents that they choose to cover. These payments are placed in a separate health insurance fund and all claims and administrative costs are paid out of this fund. Being self-insured offers some benefits in terms of flexibility to design our coverages and manage our own program. However, it also offers some real risks. With only 160+ employees we are considered to be "small" for employee self-insurance programs. Being a relatively small employer, when we have years when we experience several major claims exceeding our stop loss rate, we have to cover these added costs with limited resources.

By joining a health insurance pool, our risk is minimized since the pool covers many city governments with numerous city employees and dependents. So, when we have a bad year in terms of claims, our risks are shared and we will not suffer a major impact in terms of costs and rates.

About three years ago, we had a bad year with several major claims which virtually depleted our balance in our health insurance fund. At that time we began some initial discussions with TML about the possibility of joining their insurance pool. They were unwilling to offer us a proposal due to our negative claim history. Over the past two year we have worked diligently to reduce our claims.

With this reduction, TML has now provided us with a very competitive quote for coverages that are very similar to our current coverages. Attached to this staff report is a comparison of the two different coverages which will be discussed at Monday's Council meeting. I have also attached a copy of the rate comparison between these two programs. This information has been shared with City employees at five different employee meetings held this week.

As shown, the proposal will represent a significant cost savings for the City for employee coverages. At the same time, the proposal will also represent a significant cost impact on the employees who cover their dependents. So, it is recommended that we explore options for reducing or mitigating this impact. One option would be for the City to "freeze" the current rates paid by employees for dependent health insurance for at least the next year. As noted, this would still provide an annual cost savings of about \$181,000 for the City. Another option is to increase dependent health insurance costs a nominal rate (i.e. 5-10%). It has been several years since we increased these rates. With health insurance costs increasing throughout this region, I believe that it would be reasonable to implement a slight increase.

Several representatives from TML will be present at Monday's Council meeting to respond to questions. Following discussion, we will need some direction from the Council on this issue.

Attachments:

Spread sheet comparing rates and coverages between current self-fund health insurance program and the TML health insurance pool.


Department Approval


City Manager Approval

42

The City of Fredericksburg

Benefit Description	Pool Plan	Current Plan
Network Benefit	85% Tier / 80% In Network	80% In Network
Out of Network Benefit	Individual Deductible - \$ 750 Family Deductible - \$ 1500 50% covered after deductible met	Individual Deductible - \$1000 Family Deductible - \$2000 60% covered after deductible met
Emergency Room	\$100 access (co-pay) fee (will be waived if admitted) Balance subject to deductible	No access fee Balance subject to deductible
Air Ambulance (MASA coverage now available for balance due)	\$ 9000 limit	15,000 limit
Physical and Occupational Therapy	24 visits per calendar year for each occurrence (physical, aquatic, occupational, speech)	18 visits per calendar year combined
Hospice Benefit	6 month limit	No limit
Telemedicine Benefit (24/7/365 phone consult with doctor; POSSIBLE RX prescribed)	Available through Healthiest You	Not Available
Morbid Obesity	50% Benefit	80% Benefit
Penalty for no Prior Authorization	Some are \$200, some are \$400	All are \$300
Coordination of Benefits (if City insurance is secondary)	Will only pay what plan would have paid if City was primary	Will pay what primary insurance did not pay BUT will not exceed plan benefits
Home Healthcare	Benefit limit of \$100 per visit, then deductible	No Benefit limit, subject to deductible

43

Prescription Benefit

Pool Plan

Current Plan

Generic

\$ 5.00

\$ 0

90 Day Supply Generic

\$ 14.00

\$ 10.00

Best Brand (no generic available)

\$ 43.00

\$ 50.00

Non Best Brand (no generic available)

\$ 65.00

\$ 100.00

Cost Share (very short list that has generic available but no guarantee the generic will work)

\$ 120.00

N/A

Mail Order

\$ 30.00 Generic

\$ 25.00 Generic

\$ 100.00 Best Brand

\$ 125.00 Best (Preferred) Brand

\$ 155.00 Non Best Brand

\$ 250.00 Non Best (Non-Preferred) Brand

\$ 300.00 Cost Share

N/A

47

Insurance Rates:

Type of Coverage:	Current Rate/Month	Pool Rate/ Month	Difference/Month	# employees affected
Employee	\$ 677.00	\$ 548.58	-128.42	157
1 Child	\$ 209.00	\$ 432.30 (1 child plan not available)	+223.30	13
Multiple Children	\$ 412.50	\$ 432.30	+19.80	20
SpouseOnly	\$ 611.00	\$ 886.36	+275.36	12
Spouse & 1 Child	\$ 764.50	\$ 1,073.88 (plan not available)	+309.38	4
Family	\$ 968.00	\$ 1,073.88	+105.88	3

5

Cost Savings for City:

Employee Coverage	\$ 241,943.28
Service Fee	\$ 29,654.16
Total Savings	\$ 271,597.44

Cost Increase for Employees Dependent Coverage:

\$ 90,052.56

Difference between Cost Savings for City and Cost Increase for Employees Dependent Coverage:

\$ 181,544.88