



**CITY OF WHARTON
PARKS & RECREATION COMMITTEE MEETING**

**Monday, January 10, 2022
6:15 PM**


***CITY HALL 120 EAST CANEY STREET
WHARTON, TEXAS 77488***

**NOTICE OF
CITY OF WHARTON
PARKS & RECREATION COMMITTEE MEETING**

Notice is hereby given that a Parks & Recreation Committee Meeting will be held on Monday, January 10, 2022 at 6:15 PM at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to-wit:

SEE ATTACHED AGENDA

Dated this 6th day of January 2022.


By: 
Joseph R. Pace, City Manager

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Parks & Recreation Committee Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board, at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on January 6, 2022, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

The Wharton City Hall is wheelchair accessible. Access to the building and special parking is available at the primary entrance. Persons with disabilities, who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at (979) 532-4811 Ext. 225 or by FAX (979) 532-0181 at least two (2) days prior to the meeting date. BRAILLE IS NOT AVAILABLE.

Dated this 6th day of January 2022.

CITY OF WHARTON

By: 
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
Parks & Recreation Committee Meeting
Monday, January 10, 2022
City Hall - 6:15 PM

Call to Order.

Roll Call.

Public Comments.


Review and Consider:

1. Minutes from the meeting held November 22, 2021.
2. Request from the City of Wharton Beautification Commission for authorization to implement and fundraise for a Dog Park.

Adjournment.

City of Wharton
120 E. Caney Street
Wharton, TX 77488

PARKS & RECREATION COMMITTEE

Meeting Date:	1/10/2022	Agenda Item:	Minutes from the meeting held November 22, 2021.
Attached are the minutes from the meeting held November 22, 2021.			
City Manager: Joseph R. Pace		Date: Thursday, January 6, 2022	
Approval: 			
Mayor: Tim Barker			

**MINUTES
OF
CITY OF WHARTON
CITY COUNCIL PARKS AND RECREATION COMMITTEE MEETING
City Hall, 120 East Caney Street, Wharton, Texas
Monday, November 22, 2021
5:30 p.m.**

City Manager, Joseph R. Pace, declared a meeting of the City Council Parks and Recreation Committee duly open for the transaction of business at 5:30 p.m.

Committee Members present were: Councilmember, Russell Machann; Councilmember, Steven Schneider and Councilmember, Terry Freese.

Committee Member absent was: None.

Council Member present was: Mayor, Tim Barker; Councilmember, Don Mueller and Councilmember Clifford Jackson.

Staff Members present were: City Manager, Joseph R. Pace; Assistant to the City Manager, Brandi Jimenez; Finance Director, Joan Anandel; Community Development Director Gwyn Teves and Assistant to the Building Official Claudia Velasquez.

Staff Members absent were: None.

Visitors present were: None.

Public comments. There were no public comments.

The first item on the agenda was to review and consider minutes from the meeting held July 26, 2021. Councilmember, Russell Machann, made a motion to approve the minutes as presented. Councilmember, Steven Schneider, seconded. All voted in favor.

The second item on the agenda was to review and consider Ordinance: An ordinance amending the City of Wharton Code of Ordinances, Chapter 42, Occupational Licenses, Taxes and Regulations, Article IV, Division 4 Mobile Food Courts and Mobile Food Establishments, Sections 42-220 to 42-235; providing that a violation of the ordinance or any part of the code as adopted hereby shall constitute a penalty upon conviction of a fine; providing for separability and setting an effective date. Assistant to the Building Official, Claudia Velasquez, presented to the Committee the amendments/additions to the City of Wharton Code of Ordinances, Chapter 42, Occupational Licenses, Taxes and Regulations, Article IV, Division 4, Mobile Food Courts and Mobile Food Establishments, Section 42-220 to Section 42-235. After some discussion, Councilmember, Russell Machann, made a motion to recommend to the City Council to approve the amendments/additions to the City of Wharton Code of Ordinances, Chapter 42, Occupational Licenses, Taxes and

Regulations, Article IV, Division 4, Mobile Food Courts and Mobile Food Establishments, Section 42-220 to Section 42-235. Councilmember, Steven Schneider, seconded the motion. All voted in favor.

The third item on the agenda was adjournment.
The meeting adjourned at 5:50 p.m.

Joseph R. Pace, City Manager


City of Wharton
120 E. Caney Street
Wharton, TX 77488

PARKS AND RECREATION COMMITTEE

Meeting Date:	1/10/2022	Agenda Item:	Request from the City of Wharton Beautification Commission for authorization to implement and fundraise for a Dog Park.
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The City of Wharton’s Beautification Commission is requesting the City Councils authorization to establish a City of Wharton Dog Park in an existing City Park and also allow the Commission to conduct fundraising efforts for the Dog Park. If approved, the Beautification Commission would take steps to get estimates for the establishment of the dog park and would work closely with the Parks and Recreation Department in the implementation and maintenance plan of the park. The Beautification Commission is proposing portions of either Mayfair Park or Mockingbird Park for the Dog Park, though welcomes any guidance on locations by the Council. The Commission offers Mayfair Park as the preferred location for a small dog park because of its’ proximity to the Santa Fe Trail that allows for easy access, is centrally located in town, and has public parking available.

Representatives from the Commission will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, January 6, 2022
Approval: 	
Mayor: Tim Barker	



Beautification Commission
City of Wharton
120 E. Caney St.
Wharton, TX, 77488

Date

Dear Mayor, Councilmembers, and City Manager, Joseph R. Pace:

Re: Request for Authorization to Implement and Fundraise for Dog Park

The City of Wharton’s Beautification Commission is requesting Council’s authorization to establish a City of Wharton dog park in an existing City park and also allow the Commission to conduct fundraising efforts. If approved to implement and fundraise, the Beautification Commission would take steps to get estimates for the establishment of the dog park and would work closely with the Parks and Recreation Department in the implementation and maintenance plan of the park. The Beautification Commission is proposing portions of either Mayfair Park or Mockingbird Park as shown below, though welcomes any guidance on locations by Council. The Commission offers Mayfair Park as the preferred location for a small dog park because of its’ proximity to the Santa Fe Trail that allows for easy access, is centrally located in town, and has public parking available. The Beautification Commission thanks the Council in advance for the consideration.



Sincerely,

Chairperson, Beautification Commission



Kraftsman

COMMERCIAL PLAYGROUNDS &
 WATER PARKS
 19535 Haude Road
 Spring, TX 77388
 Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE Item-2.

Date: _____

Project: 26655

Created By: David Ondrias

BILL TO

Wharton, City of ☎ 979-533-1399
 Bob Baker ☎ 979-532-0181
 Wharton Dog Park
 120 E Caney Street, City Hall
 twittig@cityofwharton.com
 Wharton, TX 77488
Terms:
 Net 30 days

SHIP TO

Wharton, City of ☎ 979-533-1399
 Bob Baker ☎ 979-533-1399
 Wharton Dog Park
 1924 North Fulton
 Wharton, TX 77488

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19					
2	KP90PF	Pet Fountain by Kay Park Recreation		85		\$2,106.00	\$4,212.00
1	KDP1003	Dogipot Pet Station, complete. Includes dispenser with lid, 2 rolls of 200 count bags, signs, trash receptacle and post. By Kay Park		62	forest green	\$457.00	\$457.00
1	RECF0001XX	Dog Play - Camel Hump Climber by Superior				\$2,019.18	\$2,019.18
1	RECF0015XX	Dog Play - Walk the Plank by Superior Playgrounds				\$2,675.09	\$2,675.09
2	B8WBRCS	Regal 8 Ft. Bench with Back, 3/4" #9 Expanded Metal, Rounded Corners, Two 2 3/8" Legs, Inground Mt. By: Superior Site Amenities	8'			\$676.40	\$1,352.80
1	SRPSURCHG	Material Surcharge on Playground equipment by Superior Recreational Products				\$868.44	\$868.44
1	SRPSURCHGS ITE	Material Surcharge on Site Amenities by Superior Recreational Products				\$297.62	\$297.62

Item Subtotal: \$11,882.13

Shipping & Handling: \$2,459.31

Discount: (\$1,234.90)

Equipment Subtotal: \$13,106.54

Tax: \$0.00

Install:

Total: \$13,106.54

Special Terms and Conditions

Items Not Included:

Installation is not included in proposal.

BuyBoard:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Credit Card Terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

+ an additional cost of \$25,000 estimated for 700ft of 6ft high fencing (est. @ \$36/ft)
 = \$38,106.54 total estimated cost



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19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE Item-2.

Date:

Project: 26655

Created By: David Ondrias

Page 2 of 3

Shipping Charges:

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

Ship to Address:

Items are to be delivered directly to the shipping address listed on this quotation. Please check "ship to" address on this quote for accuracy. If "ship to" address is incorrect, please contact your sales representative with correct "ship to" address. Changes to the shipment delivery address after the shipment has left the factory will incur additional charges from the freight carrier.

Delivery and Unloading:

Customer is responsible for insuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of direct delivery shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. Delivery drivers are not required, or provided for unloading the materials/product from the truck. Kraftsman is not responsible for unloading said items.

Materials Receiving and Shipment Inspection:

When unloading product at time of delivery, be sure to check for any damage to the packaging, or damage to products, and review to determine if there may be any missing pieces. Make notations on the bill of lading regarding any observed damage, or missing parts or pieces. Freight damage or lost items claims will not be honored by the freight carrier unless it is noted on the bill of lading at the time of delivery. Also be sure to get digital photos of any damage to product or packaging for use in filing a future shipping damage or shortage claim.

Lead Times:

Lead Times are after approval of all Initial submittal info and colors.

Kay Park - lead time for items to ship is 8-10 weeks from the time order is placed with the manufacturer.

Superior Dog Playground - lead time for items to ship is 12-14 weeks from when the order is placed with the manufacturer.

Superior Site Amenities - lead time for items to ship 12-14 weeks from the time order is placed with the manufacturer.

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □



Kraftsman
COMMERCIAL PLAYGROUNDS &
WATER PARKS
 19535 Haude Road
 Spring, TX 77388
 Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE Item-2.

Date: _____
 Project: 26655

Created By: David Ondrias

General Terms and Conditions

Bill To:
 Wharton, City of

Ship To:
 Wharton, City of

Terms:
 Net 30 days

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____
 David Ondrias

Date November 17, 2021

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

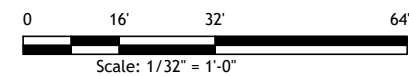


Wharton Dog Park by Kraftsman Option 2



LEGEND		
○	DESCRIPTION	QTY
1	Proposed Small Dog Area	1
2	Proposed Large Dog Area	1
3	Fence and gates by others	-
4	Connecting sidewalk by others	-
5	Parking lot by others	-

SCHEDULE		
○	DESCRIPTION	QTY
A	Pet Fountain	2
B	Dogipot Pet Station	1
C	8' Bench B8WBRCS	2
D	Camel Hump	1
E	Walk the Plank	1



PRELIMINARY DESIGN - NOT FOR CONSTRUCTION



Wharton Dog Park

Wharton, TX

Project 26655 Option 2	Sheet K.1.1	Designer MZB	Date 11.18.2021
Drawing Name KPS-26655-2	View Site Plan	Sales Rep. David Ondr	

IF THIS FILE HAS BEEN TRANSMITTED ELECTRONICALLY, THE ORIGINAL IS IN THE OFFICE OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. THE ELECTRONIC DOCUMENT WAS RELEASED BY KRAFTSMAN FOR A SPECIFIC USE. NO OTHER USE OR MODIFICATION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. ALL INSTRUMENTS OF SERVICE, INCLUDING ORIGINAL DRAWINGS, AND SPECIFICATIONS PREPARED BY KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT SHALL REMAIN THE PROPERTY OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. FOR ANY PURPOSES NOT SPECIFICALLY AGREED TO IN WRITING BY KRAFTSMAN, ALL REPRODUCTIONS OF THE INSTRUMENTS OF SERVICE SUPPLIED TO THE OWNER MAY BE USED BY THE OWNER FOR ANY PURPOSES RELATED TO THE SUBJECT PROPERTY. IN THE EVENT THAT ANY CHANGES ARE MADE IN THE PLANS AND/OR SPECIFICATIONS BY THE OWNER OR PERSONS OTHER THAN KRAFTSMAN, ANY AND ALL LIABILITY ARISING OUT OF SUCH CHANGES SHALL BE FULL RESPONSIBILITY OF THE OWNER UNLESS OWNER HAS RECEIVED KRAFTSMAN'S WRITTEN CONSENT FOR SUCH CHANGES.

SCHEDULE	DESCRIPTION	QTY
A	Pet Fountain	2
B	Dogipot Pet Station	1
C	8' Bench B8WBRC5	2
D	Camel Hump	1
E	Walk the Plank	1



PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

Pictures may not depict actual proposed equipment



Wharton Dog Park
Wharton, TX

Project 26655 Option 2	Sheet K.6.1	Designer MZB	Date 11.18.2021
Drawing Name KPS-26655-2	View Site Amenities Details	Sales Rep. David Ondr	

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