

**CITY OF FREDERICKSBURG
CITY COUNCIL MEETING**

MONDAY, NOVEMBER 4, 2013 ~ 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. **INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION**
 - A. Receive report on the State of the City of Fredericksburg Water Supply. 1-2
 - B. Consider Gillespie County Historical Society Note Receivable \$105,000. 3-4
 - C. Consider approving agreement with Stehling, Klein, and Thomas Architects for expansion of the Visitor Center. 5-9
2. **CITY MANAGER'S REPORT**
 - A. Follow Up Actions - City Council Retreat.
 - B. Special City Council Meetings - Annexation of Stone Ridge and Subdivision Regulations.
 - C. Appointment of Planning & Zoning Commission Member.
 - D. Affordable Housing.
3. **ITEMS FOR FUTURE AGENDAS**
4. **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.
5. **COUNCIL COMMENTS** - No discussion or action may take place.

ADJOURN



CITY COUNCIL MEMO

DATE: November 4, 2013

TO: Mayor and City Council

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

SUBJECT: State of the City of Fredericksburg Water Supply

Summary:

This agenda item will include a joint presentation and discussion by City Staff and Hill Country Underground Water Conservation District Manager Paul Tybor regarding the state of the City of Fredericksburg water supply.

Recommendation:

n/a

Background / Analysis:

City Staff will provide a broad overview of the status of the statewide drought and its effects on municipal water supplies followed by an in-depth discussion specific to the City of Fredericksburg including:

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The City of Fredericksburg

1. Physical factors effecting the City's overall water supply
2. Current water conservation measures and future efforts for the development of plans, programs, policies, and ordinances that will increase the City's water supply and water conservation potential
3. State regulations regarding water conservation and drought preparedness
4. City of Fredericksburg Code of Ordinances regarding triggering criteria for drought response stages, watering restrictions and associated water conservation goals

Paul Tybor will provide history and background on the creation of the Hill Country Underground Water Conservation District (HCUWCD) including its purpose and function. Mr. Tybor will also discuss the HCUWCD's Drought Management Plan and will provide information regarding recharge and drawdown dynamics of the Ellenburger Aquifer including 3-D mapping of the Ellenburger Aquifer in the Fredericksburg area.

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CITY COUNCIL MEMO

DATE: October 28, 2013
TO: Mayor and City Council
FROM: Brad Kott, Director of Finance
SUBJECT: GCHS Note Receivable \$105,000

Summary:

The following transactions took place during 2001 – 2005.

The City of Fredericksburg purchased land at 325 W Main (formerly Martin's Exxon) from Martin and Maria Ramos for \$325,000 at arms length on May 24, 2001.

The City used a donation from the Gillespie County Historical Society (GCHS) of \$70,000 and the remaining \$280,000 from its General Fund to fund the transaction.

The City then sold the property to the GCHS for \$280,000 on May 25, 2005. The GCHS paid the City \$175,000 and executed a note payable to the City for the balance of \$105,000.

City agreed to reimburse the \$175,000 receipt with a hotel tax allocation to the GCHS. The allocation would be made in payments as expenses were incurred in the moving of the Besier up to the \$175,000 amount.

The \$105,000 note would be amortized by the City by a charge to lease expense. The note balance would be reduced each month over a 180 month period by \$583.33 as rent forgiven by the GCHS for office space provided to the City in the new Uptown Welcome Center (Besier) Building. The amortization of the note never occurred because the City did not place an employee or volunteer in that space.

Recommendation:

Although there has not been a person occupying the premises, space has been provided for an uptown welcoming function where brochures are available. In addition the Convention and Visitor's Bureau has used some of the office space during this period as well. Restrooms have been made available to the public in that area of the city too.

Staff believes the Gillespie County Historical Society has satisfied its requirement of providing space for an uptown welcoming center presence as set forth in the agreement.

Staff recommends the Note Receivable be reduced by \$57,749.67 with a corresponding entry of rent expense in the General Fund as of September 30, 2013. This represents 99 months of amortization to date. In each subsequent year the City will recognize a rental expense and reduce the note by \$6,999.96 until maturity at May 25, 2020.

Background/Analysis:

The City never intended that the \$105,000 Note Receivable be paid back from GCHS funds. The City instead agreed that the addition of that property to the GCHS was beneficial to the museum's operations and that at the same time would provide public restrooms at that side of town and a uptown welcoming presence.



CITY COUNCIL MEMO

DATE: November 4, 2013

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Architectural Services-Visitors Center

Summary:

The attached proposal from Randy Stehling covers the preliminary design services related to the expansion of the Visitors Center that was discussed at last Friday's City Council Retreat.

Recommendation:

It is recommended that the attached proposal for architectural services with a fee not to exceed \$11,250 be approved

Background / Analysis:

As we discussed at the City Council Retreat, the CVB is in need of additional space at the Visitors Center. The Council agreed to consider two options for expansion of the Center. This includes satisfying the immediate space needs with an addition of about 1,600 square feet or a larger addition with a total space of about 5,000 square feet. It was agreed that we would prepare preliminary plans showing both options with the cost estimates.

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

The attached proposal includes an hourly rate for architectural services with a not to exceed cost of \$11,250. Sufficient funds are budgeted in the Tourism Fund to cover these costs.

Following the presentation of the two expansion options with cost estimates in about 60 days, the Council should decide the most feasible option. Then a separate building design proposal will be presented to the City Council for your consideration. In the meantime, the Theatre Company will be vacating the building at 306 East Austin in January to create some temporary office space for the CVB.



The City of Fredericksburg

STEHLING · KLEIN · THOMAS · ARCHITECTS, P.L.L.C.
300 C WEST MAIN STREET
FREDERICKSBURG, TEXAS 78624
PHONE: 830-997-0383 FAX: 830-990-9272

October 30, 2013

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

Re: Addition to the Fredericksburg Visitor Information Center, 302 East Austin Street,
Fredericksburg, Texas

Subject: Proposal for Architectural Services – Planning and Design

Dear Kent:

Thank you for inviting our firm to provide this Proposal for Architectural Services in connection with the proposed addition to the Fredericksburg Visitor Information Center at 302 East Austin Street.

The following outlines services anticipated at this time:

1. Pre-design Services including a review and written summary of your needs, goals, and construction budget.
2. Design Services including preparation of Schematic Design Documents consisting of drawings and 3D color renderings illustrating the scale and relationship of Project components.
 - Drawings will include a site plan, floor plan, and exterior building elevations of sufficient detail to depict the proposed new building addition and its relationship to the existing and surrounding buildings.
 - 3D Modeling will include full color electronic imaging in both printed and electronic formats of sufficient detail to depict the proposed new building addition and its relationship to the existing building.
 - The project may be built in two phases; the first approximately 1,600 square feet, and the second approximately 3,400 square feet. As such, the above noted drawings and 3D color renderings will be of sufficient detail to illustrate the relationship of Project requirements for both phases of the project independent of each other.
3. Budgeting services including preparation of a preliminary estimate for the cost of the work, including a separate cost for the first phase of the project.
4. Project coordination, including site visits and two meetings with you, your staff, and building tenants as necessary for the completion of the services listed above.

5. Presentation and delivery of final Conceptual Design Documents to you, your staff, and building tenants in both printed and electronic formats.
6. One meeting to make a formal presentation of the final Conceptual Design Documents to City Council.

The fee for our services as outlined above will be billed on an hourly basis at the rates quoted below with a total fee not to exceed \$11,250 plus reimbursable expenses.

Architect:

Principle	\$85.00 / Hour
Intern Architect	\$60.00 / Hour

Reimbursable expenses would include the cost of printing, postage, mileage, long distance telephone calls, and other expenses incurred by us for this project.

Cost of the Work when estimated by us shall be based on current area, volume or similar conceptual estimating techniques, and shall represent our best judgment as design professionals familiar with the building industry. It shall be recognized however that neither you nor us have control over cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, we cannot and do not warrant or represent that bids or negotiated prices will not vary from your Project budget or from any estimate of construction or project cost prepared by us.

Additional services beyond those outlined above, including revisions to our work when such revisions are inconsistent with directions and approvals previously given by you, or additional work due to a change in the scope of the project, will be billed on an hourly basis at the rates quoted above.

Services from consultants when such services are deemed necessary, and approved by you, will be billed to you at the rates billed to us for such services.

Drawings, specifications, and other documents, including those in electronic form, prepared by us or our consultants shall be instruments of service for use solely with respect to this project. As the Architects for this project we and our consultants shall be deemed the authors of our respective instruments of service and shall retain all common law, statutory, and other reserved rights including copyrights. Reproduction of our instruments of service shall be solely for purposes of constructing, using, and maintaining this project, and shall not be used for future additions or alterations to this project or for other projects without prior written agreement from us or our consultants. Any unauthorized use of the instruments of service shall be at your sole risk and without liability to us or our consultants.

You will be expected to furnish us with full information as to your requirements including any extraordinary considerations, and also to make available to us all pertinent data on the existing site and buildings as requested by us for the execution of our work.

You will be invoiced on a monthly basis for work performed. Payment is due upon receipt. If any balances remain unpaid for more than 30 days, we reserve the right to charge interest at the rate of 1% per month and/or suspend work until the account is brought current.

Thank you for the opportunity to submit this Proposal. If it satisfactorily sets forth your understanding of our agreement we would appreciate you signing a copy of this Proposal in the space provided below and returning it to us.

Please do not hesitate to contact me should you have any questions or desire additional information. This Proposal will be open for acceptance thirty (30) days from this date.

Sincerely,



Randy R. Stehling, AIA
Stehling · Klein · Thomas · Architects, P.L.L.C

Accepted By:

Signature: _____ Date: _____

STATEMENT OF CERTIFICATION

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, and Article 249a.