

CITY OF FREDERICKSBURG CITY COUNCIL MEETING

MONDAY, DECEMBER 21, 2015 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

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

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

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

A G E N D A

CALL TO ORDER.

Page Ref

PLEDGE OF ALLEGIANCE.

1. **PUBLIC HEARING**

A. **PUBLIC HEARING** (Z-1519) by Carroll Bryla on behalf of BBR Mustang LLC for a Conditional Use Permit to Allow Day Care Services in the R-1 Single Family Residential Zoning District on Property at 1208 N. Milam. 1-10

2. **ORDINANCES - RESOLUTIONS - ACTION ITEMS**

A. Receive Recommendation and Consider Z-1519.

3. **INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION**

A. Receive and Consider Request from Nimitz Foundation for Waiver of Building and Development Fees 11-14
B. Consider Approval of Purchase of Utility Camera Truck 15-18
C. Consider Approval of Professional Services Contract for Master Drainage Plan 19-35
D. Receive Presentation from TPW "Stars in the Parks" 36-37
E. Consider Appointments to EDC Board 38-40

4. **CITY MANAGER'S REPORT**

A. January Special City Council Meetings
B. Employee Recognitions

5. **ITEMS FOR FUTURE AGENDAS**

6. **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.

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

8. **ADJOURN**



CITY COUNCIL MEMO

DATE: December 14, 2015

TO: Mayor and City Council

FROM: Brian Jordan, AICP

SUBJECT: Conditional Use Permit to allow a Day Care Center in R-1 Single Family Residential Zoning District at 908 N. Milam Street (Z-1519).

Summary:

The applicant is proposing a Day Care Center in the property at 908 N. Milam Street where the Fredericksburg Christian School was located. The property is approximately an acre in size and the building is 2,782 square feet. The proposal is to use the property for a Texas State Licensed Child Care Center, to be a part of Grace Family Church and be operated as Greater Grace Academy. They intend to have 37 children, ranging in age from 18 months to 5 years. Hours of operation will be 7:30 Am to 5:30 PM. The property is bordered on all sides by R-1 zoning and single family residences.

Recommendation:

The Planning and Zoning Commission voted unanimously to recommend approval of the Conditional Use Permit request, conditioned upon the applicant paying an escrow for a sidewalk along N. Milam Street. Staff concurs with the Commission's recommendation of approval. We received ten letters in support and none in opposition of the request.



The City of Fredericksburg

Background / Analysis:

See attached Zoning Brief for request Z-1519.

Attachments:

Conditional Use Permit Brief, Site Plan, Narrative Description, Zoning Map and Aerial Map of Subject Property.



Department Approval



City Manager Approval

CONDITIONAL USE PERMIT BRIEF

Request Z-1519

Owner/Applicant: BBR Mustang LLC (Carroll Bryla representative)

Location: 908 N. Milam Street

Existing Zoning: R-1, Single Family Residential

Request: Conditional Use Permit for a Day Care Center

Site Plan Overview:

- The subject property consists of approximately 42,755 square feet, or 0.98 acres.
- The existing building on the property is approximately 2,782 square feet, and was used most recently as the Fredericksburg Christian School.
- The proposal is to use the property for a Texas State Licensed Child Care Center, to be part of Grace Family Church and be operated as Greater Grace Academy (see description).
- The plan shows parking spaces for 13 vehicles, including 1 handicap space located in front of the building.
- The site has access from N. Milam Street.
- Building coverage is estimated to be approximately 6.5% (40% maximum allowed in the R-1 District)
- No significant changes are proposed to the site.
- The site is bordered by residential uses on all sides.
- Adjacent zoning is R-1 on all sides.

Review and Evaluation Criteria:

A. CONFORMANCE WITH APPLICABLE REGULATIONS:

- The site is presently compliant with zoning regulations, including parking, building coverage, building height and setbacks.

B. COMPATIBILITY WITH EXISTING OR PERMITTED USES IN ABUTTING SITES:

- Given the nature of the proposed day care center utilizing the existing building and site, we would expect it to be compatible with existing and permitted uses in the vicinity.

C. POTENTIALLY UNFAVORABLE EFFECTS OR IMPACTS ON OTHER EXISTING OR PERMITTED USES ON ABUTTING PROPERTY:

- We do not expect the proposed use to have a negative affect on adjacent properties.

D. MODIFICATIONS TO THE SITE PLAN WHICH WOULD RESULT IN INCREASED COMPATIBILITY AND WOULD MITIGATE POTENTIALLY UNFAVORABLE IMPACTS:

- None recommended.

- E. SAFETY AND CONVENIENCE OF VEHICULAR AND PEDESTRIAN CIRCULATION IN THE VICINITY:**
- We do not anticipate that the traffic utilizing this facility will create a problem for vehicular circulation.
 - The Sidewalk Plan approved by the City Council in May calls for a sidewalk along the west side of Milam Street adjacent to this property. With the drainage ditch within the FM 965 (Milam) right-of-way and the fencing around the property, installing a sidewalk will be problematic at this time. Options would be to pay into an escrow account or recommend that a sidewalk in this location not be required.
- F. PROTECTION OF PERSONS AND PROPERTY FROM EROSION, FLOOD OR WATER DAMAGE, FIRE, NOISE, GLARE:**
- NA.
- G. LOCATION OF LIGHTING AND TYPE OF SIGNS; THE RELATION OF SIGNS TO TRAFFIC CONTROL AND ADVERSE EFFECTS OF SIGNS ON ADJACENT PROPERTIES:**
- No additional lighting is proposed in the parking lot. Any new lighting or proposed signage shall meet the requirements of the applicable ordinance.
- H. ADEQUACY AND CONVENIENCE OF OFF STREET PARKING AND LOADING FACILITIES:**
- Number of parking spaces provided exceeds the number required by the code.
- I. DETERMINATION THAT THE PROPOSED USE IS IN ACCORDANCE WITH THE OBJECTIVES OF THESE ZONING REGULATIONS AND PURPOSES OF THE ZONE IN WHICH THE SITE IS LOCATED:**
- We would expect this use to continue to be compatible with the neighborhood.
- J. DETERMINATION THAT THE PROPOSED USE WILL COMPLY WITH EACH OF THE APPLICABLE PROVISIONS OF THE ZONING ORDINANCE:**
- Affirmative.
- K. DETERMINATION THAT THE PROPOSED USE AND SITE DEVELOPMENT, TOGETHER WITH ANY MODIFICATIONS APPLICABLE, THERETO, WILL BE COMPATIBLE WITH EXISTING OR PERMITTED USES IN THE VICINITY:**
- The proposed use would seem compatible with the surrounding neighborhood.
- L. DETERMINATION THAT ANY CONDITIONS APPLICABLE TO APPROVAL ARE THE MINIMUM NECESSARY TO MINIMIZE POTENTIALLY UNFAVORABLE IMPACTS ON NEARBY USES AND TO ENSURE COMPATIBILITY OF THE PROPOSED USE WITH EXISTING OR PERMITTED USES IN THE SAME DISTRICT AND THE SURROUNDING AREA:**
- We do not anticipate any unfavorable impacts on nearby properties from the proposed use.

M. DETERMINATION THAT THE PROPOSED USE TOGETHER WITH THE CONDITIONS APPLICABLE THERETO, WILL NOT BE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, OR WELFARE OR MATERALLY INJURIOUS TO PROPERTIES OR IMPROVEMENTS IN THE VICINITY:

- Affirmative

OPPOSITION/SUPPORT OF REQUEST: Ten letters in support, none in opposition.

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Commission voted unanimously to recommend approval of the Conditional Use Permit request, with a condition that the cost of a sidewalk along the frontage of Milam Street be paid into escrow.

STAFF RECOMMENDATION: Staff concurs with the Commission's recommendation.

SITE PLAN FOR BBR MUSTANG, LLC

RESIDENTIAL ZONING

Property zoned R-1 Single Family Residential.
Building requirements as follows:

- 25 Min. Front Yard Setback
- 15 Min. Street Side Yard Setback
- 5 Min. Interior Side Yard Setback
- 10 Min. Rear Yard Setback

Max. Building Height: 28 Feet (2 Story)

SITE/BUILDING IMPERVIOUS COVERAGE

1208 North Milam Street
Total Site Area = 42,755 ± S.F. (0.98± Acres)
Impervious Cover = 10,750± Sq. Ft. *
Max Allowed = N/A
Building Coverage = 2,782± Sq. Ft.
Max Allowed = 40%

*Building Coverage is included in Total Impervious Calculation

SITE DRAINAGE

Approximate existing contours shown on drawing (2 foot intervals).
Site slopes towards South side of property. Drainage impact minimal on site

PROPOSED ON-SITE PARKING

Day Care Services, 1 ½ spaces per Teacher, Administrator or Day Care Provider:

1 ½ X 4 Staff = 6 Spaces

Total Spaces Required: 6 Spaces
Total Spaces Provided: 13 Spaces

UTILITIES

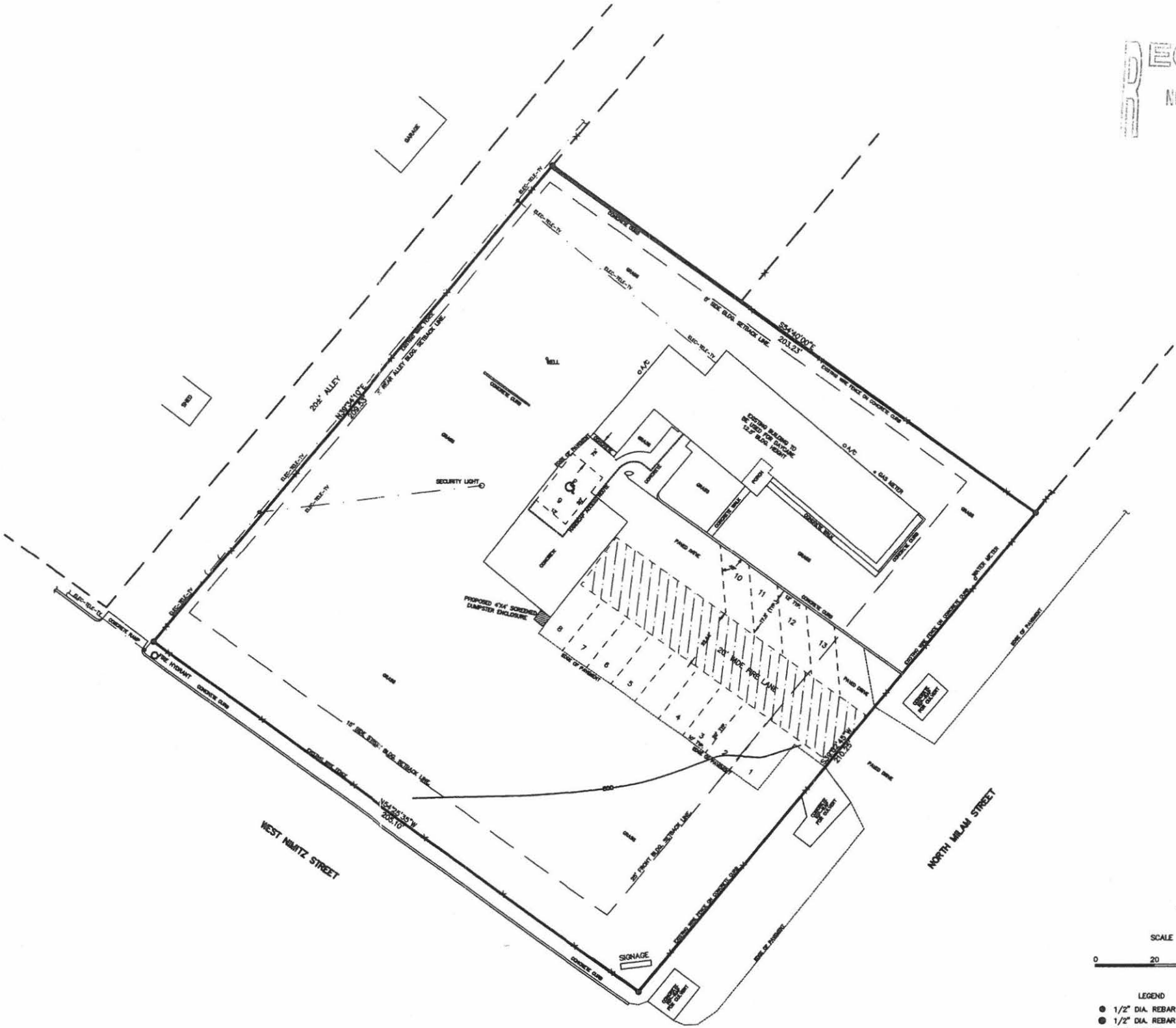
Use Existing Electric, Water, Gas, and Sewer Service.
No expansion of utilities required.
Sewer Line location has not been determined.

SITE LIGHTING AND SIGNAGE

There will be no additional site lighting in parking lot.

Handicapped Parking - Space #9

Tenant: Greater Grace Academy



RECEIVED
NOV 23 2015

SCALE 1" = 20'

0 20 40 80

LEGEND

- 1/2" DIA. REBAR FOUND
- 1/2" DIA. REBAR SET (CAPPED: BONN 4447)
- UTILITY POLE
- × FENCE
- PECAN TREE

ELEVATION DATUM USED HEREON IS AN ASSUMED LOCAL ELEVATION.

NOVEMBER 19, 2015

BONN SURVEYING
503 LONGHORN ST.
FREDERICKSBURG, TX 78624
PHONE: 830-997-3884
FAX: 830-997-0972
EMAIL: bonnsurveying@verizon.net
FIRM REG. NO. 10055800

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Grace Family Church
1603 East Main
Fredericksburg, Texas
830-998-8402

November 20, 2015

1208 North Milam
Fredericksburg, Texas 78624

We Robert and Emma Garcia pastors of Grace Family Church here in our beautiful city of Fredericksburg, would like to express that for the past several years we have notice the need for more daycare services needed in our community.

We are asking that you would find it in our favor to allow us to use the property mentioned above as a daycare / academy facility.

This past year when our two older daughters informed us after returning to work after having their children found themselves on a waiting list and may I add a six month waiting list as so many other parents find themselves in, that's when we decided to bring a solution to a problem that we are having in our city.

We feel that Greater Grace Academy will be a great blessing and asset to our community as we will be providing a very safe and secured environment.

Our parents at any time they wish would be able to view their children by a secured 24 channel camera internet monitoring system.

As grandparents we know it would be a great blessing to have the capability to view the safety of our grandchildren at all times.

Our focus is to provide a stimulating early care and education experience, which promotes each child's social/emotional, physical development. Our goal is to support children's desire to be life-long learners.

In conclusion:

As we all know that our city is experiencing a rapid growth and with that comes the need to provide more daycare to serve the new folks moving into our city, so we ask that you please grant Grace Family Church the opening of our daycare facility.

Thank you for your attention to this matter.

In His Service

A handwritten signature in black ink, appearing to read "Robert Garcia", written in a cursive style.

Pastor Robert Garcia

Grace Family Church
1603 East Main
Fredericksburg, Texas 78624
830-998-8402

Proposed use of this building located at 1208 North Milam: To be used as a Texas state license child care center.

We anticipate to have up to 37 children ages 18 months to 5 years old according to our square footage allow by the Texas state child care agency.

Hours of operation: 7:30 AM to 5:30 PM

Number of classrooms 4

Number of children allowed in:

Classroom #1 7
Classroom #2 11
Classroom #3 11
Classroom #4 8

Number of Teachers 4

Texas licensed child care director	1
Texas licensed assistant child care director	1

Services provided:

A certified Montessori learning center

CCA providers

Meals

If you have any questions please do not hesitate to call

Information provided by Pastor Robert Garcia

Z-1519



CANDLELIGHT CIRCLE

CANDLELIGHT COVE

BROADMOOR DR.

GLENMOOR DR.

ELM

W. NIMITZ

W. MULBERRY

Subject Property

N. MILAM (RR 985)

NIMITZ CIR.

W. NIMITZ

BUNNY DR.

AVENUE A

Zoning

- C1 - Neighborhood Commercial
- C2 - Commercial
- CBD - Central Business District
- M1 - Light Manufacturing
- M2 - Medium Manufacturing
- M3 - Industrial Park
- OS - Open Space
- PF - Public Facilities
- PUD - Planned Unit Development
- R1 - Single Family Residential
- R2 - Mixed Residential
- R3 - Multi-Family Residential
- R4 - Manufactured Home Residential
- R5 - Pato Home Residential





CITY COUNCIL MEMO

DATE: December 14, 2015

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Waiver of Fees-Pacific Combat Zone Project

Summary:

The National Museum of the Pacific War has requested waiver of fees for both phase 1 and phase 2 of their Pacific Combat Zone improvement project. The total of City fees that they are requesting to be waived is \$14,757.82.

Recommendation:

It is recommended that the Council consider the attached request for fee waivers along with a presentation at Monday's meeting and determine if the waiver of fees should be granted.

Background / Analysis:

The Pacific Combat Zone is currently undergoing major capital improvements as described in the attached letter from Joe Cavanaugh, Museum Director. Due to the significant economic benefit that the City will realize from these improvements, they are requesting waiver of City fees. As indicated in the attached letter, these fees include water and sewer impact fees as well as direct services and materials provided by the City Electric Department. The total fees requested for waiver is \$14,757.82.

Attachments:



The City of Fredericksburg

Letter from National Museum of the Pacific War.


Department Approval


City Manager Approval

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The City of Fredericksburg

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

NATIONAL MUSEUM OF THE PACIFIC WAR

Home of Admiral Nimitz Museum | Fredericksburg, Texas

December 4, 2015

City Council
City of Fredericksburg
Fredericksburg, Texas 78624

Dear Council Members,

As the Pacific Combat Zone final plans are completed for all phases and the project is scheduled for phased opening over the next twelve months I am writing to ask for City support for major improvements to this important tourism venue.

The City has been a close partner as the museum has grown and matured since its birth almost fifty years ago, and the continued support the City provides has been a key to our success. The long-standing cooperation between the National Museum of the Pacific War and the City of Fredericksburg is a point of pride for the museum and mutually beneficial.

I request that the City Council waive all fees associated with the Pacific Combat Zone property development for the following reasons:

1. This development is designed to increase visitation, and therefore increase Fredericksburg tourism. In anticipation of this increase, two new facilities are being constructed during the first phase to accommodate visitors: a new Ticketing Center and new restroom facility near the entrance. For the first time the public will have the option to purchase their 48 hour ticket and start their visit at the Pacific Combat Zone and, with the new self-guided tour, will be able to go at any time and spend whatever time they choose. With an investment of \$8 million, the upgraded facilities and self-guided exhibits are designed to match the quality of the George H.W. Bush Gallery. All these elements were planned to enhance the visitor experience. Phase 1 will open in March, 2016.
2. In addition to the facilities already described, Phase 2 will include a new 9,100 square foot building for the maintenance and storage of all the historic vehicles, and new facilities to house participants in the Living History Program. While we

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PacificWarMuseum.org

340 E. Main St. Fredericksburg, TX 78624 (830) 997.8600

***The National Museum of the Pacific War is a property of the Texas Historical Commission,
managed and operated by the Admiral Nimitz Foundation.***

are designing facilities to be energy-efficient, we anticipate the combined facilities will increase usage of City services, both electrical and water/sewer, and we have already paid a Sewer Tap fee. Construction is scheduled to be completed by the end of 2016, with the first Living History Program using the new Amphitheater and battlefield scheduled for March, 2017.

The Fees we request be waived include:

Phase 1

Electrical support, related to moving existing ground transformer	\$1,922.77
Water Impact Fee	\$2,944.00
Sewer Impact Fee	\$3,456.00

Phase 2

Electrical support, donation and installation of pad-mounted transformer	\$6,435.05
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As you know, the National Museum of the Pacific War is a property of the Texas Historical Commission and is managed by the Admiral Nimitz Foundation. As the property being developed is State property, this fee waiver request is being made on behalf of the Texas Historical Commission with support from the Admiral Nimitz Foundation. Thank you for considering this request.

Yours truly,



Joe Cavanaugh
Museum Director/ Site Manager



PacificWarMuseum.org

340 E. Main St. Fredericksburg, TX 78624 (830) 997.8600

***The National Museum of the Pacific War is a property of the Texas Historical Commission,
managed and operated by the Admiral Nimitz Foundation.***



CITY COUNCIL MEMO

DATE: December 21, 2015

TO: Mayor and City Council

FROM: Kris Kneese, P.E., Assistant Director of Public Works and Utilities

SUBJECT: Water Department - Camera Equipment

Summary:

The purchase of new Camera Equipment was included in the City Council approved 2015 – 2016 Water Department budget.

Recommendation:

City Staff recommends approval of the purchase of new Camera Equipment from Kinloch/IBAK Portable Camera System in the amount of \$88,916.03

Background / Analysis:

The Water Department currently utilizes an old camera system to inspect damaged non-functional sanitary sewer collection systems. The existing portable camera was purchased about 18 years ago and has limited technical functions and capabilities, as well as operational problems with the camera connector and viewing of the screen.

City Staff will utilize the new camera equipment to inspect and document the existing condition of various sanitary sewer collection systems as part of the ongoing Wastewater System Master Plan.

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The City of Fredericksburg

Additionally, the camera equipment can be used to identify locations of sanitary sewer laterals for sewer line repairs, identify needed sewer line replacements, locate sanitary sewer clogs (roots, debris, etc), and possibly inspect new sanitary sewer lines installed by developers prior to City acceptance.

Over the last 60 days, Staff had three camera equipment companies demonstrate their camera's features and capabilities. After the three demonstrations, City Staff reviewed the three proposals and is recommending the IBAK Portable Camera System along with a Kinloch Inspection Trailer.

This system would be purchased through BuyBoard and funded out of the Water Department budget, of which City Council approved \$80,000 for in 2015-2016 budget.

Attachments:

IBAK Portable Camera System Proposal.


Department Approval


City Manager Approval

New

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

End User Agency: City of Fredericksburg Jay Horry	Date Prepared by Contractor: 10/10/2015 Clay McGonagill
--	--

Product Description: IBAK PORTABLE CAMERA SYSTEM New	GVW GVWR
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A: Bid Number: #	Item: Base Chassis Bid
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B: Options	Qty	Description	Amount	Options	Qty	Description	Amount
P00002	1	PORTABLE MAINLINE SYSTEM (Now with ORION Zoom) The ultimate in flexibility, portability and value. The Portable Mainline System includes everything you need to inspect 90% of the pipeline in North America. Easily transported, this system is perfect for off-road inspections. Add accessories such as auxiliary light rings, high traction wheelsets and additional weights to increase your capabilities even further. Manufactured to the same demanding quality standards as all our equipment this system is economic, ergonomic and versatile. This system includes:	INCL.	905202521	1	T - 66 Camera Connection Type 5 *Manually elevating lift to raise camera *Includes connection for ZSW light ring	INCL.
V0494018	1	ORION Zoom PAN & TTILT CAMERA *Pan, Tilt and Zoom 93x digital camera for 4" and up pipelines *May be used on tractor or pushrod *Autoupighting, LED Lighting and 33 khz Transmitter for locate *New wide angle of view = 90 degrees *High resolution and superior picture quality *Laser diameter, deformation, defect and object measurement (third party software required - not included)	INCL.	902202491	1	Wheelset 140-6 Wheel Set (for inspection of 10" and up) KRA65/T66	S INCL

V9052001	1	T66 Camera Tractor *For camera operation in pipelines 4" and larger *Zero turn radius, full steering with ATC (Automatic Tilt Compensation) adapter, tool set and lowering claw. *Includes 4", 6" and 8" wheelsets *REQUIRES Camera Connection (Sold Separately)	INCL.		1	Training is not included in the quote the line below is not added to the total. If on site training is required please add 1750 for training. (OPTION)	\$ 1,750.00
905200931	1	Camera Connection Type 2 *Standard straight connector for camera on T66	INCL.	Training-Equipment Training	0	Standard (2) day training at customer's location. *Includes review of operation and maintenance of supplied equipment. *Additional days of training can be added at \$850.00 per day. *Training is no charge at RapidView's facility in Rochester, Indiana - one time only.	
V0000164	1	KT180 PORTABLE CABLE REEL *For 656' ot 590' og 524/11 656 FEET *Controls all normal mainline equipment including LISY and control - color LCD readout IN/OUT and RS232 *Automated SD card update port for new firmware *Built-in MPEG recorder *Integrated LCD view screen and QWERTY keyboard	INCL.			Free shipping on orders over 100.00	
901601040	1	Pressure Test Set	INCL.			TORQUE	
902313020	1	Cable Deflection Unit Type KUV 5.5 with rope	INCL.				
S - Subtotal							\$ 70583.00
							\$ -
Total Options WITH BODY							\$ 70,583.00
TOTAL CHASSIS OPTIONS							\$ 70,583.00
TOTAL BODY OPTIONS							\$ -
D: Qty.1	Kinloch IBAK Inspection Trailer					1	18,333.03
E: Total							\$ 88,916.03



CITY COUNCIL MEMO

DATE: December 21, 2015

TO: Mayor and City Council

FROM: Clinton Bailey, P.E., Director of Public Works
Garret Bonn, P.E., CFM, Assistant City Engineer

SUBJECT: Professional Services Contract - 2015 Drainage Master Plan

Summary:

Professional Services Contract from Freese and Nichols to complete the City of Fredericksburg's 2015 Drainage Master Plan.

Recommendation:

City staff recommends approval of the Professional Services Contract with Freese and Nichols to perform professional services outlined in the "Scope of Services" of the attached agreement for a fee of \$149,699.00.

Background / Analysis:

The current City of Fredericksburg Drainage Master Plan titled *Flood Protection Planning Study for the Fredericksburg Area* was completed in February of 1997. Prior to this study, a detailed drainage study of

the northern section of the City was completed in March of 1982 titled *Storm Drainage System Study for North Sector*. Since that time, a number of smaller drainage studies have been completed for areas of the City, usually accompanying a new development or redevelopment of an area. Few large-scale drainage studies or improvements have been made other than the construction of two regional detention ponds, both of which were identified in the 1997 study, that were installed as part of the Friendship Lane project.

The City of Fredericksburg has grown steadily during the past several decades. Today, it is estimated that over 11,000 reside within the City, with growth in and around the City continuing at an accelerated pace. With this growth in population, residential and commercial development, including redevelopment of land within the City and the surrounding areas, has taken place. Extensive expansion of the downtown commercial area has occurred in response to increased interest in tourism. The 2015 Drainage Master Plan will build upon and update the current City of Fredericksburg Flood Protection Planning Study.

The purpose of this Master Drainage Plan is to provide a comprehensive evaluation of existing drainage conditions throughout the City and Extra-Territorial Jurisdiction (ETJ) by developing an accurate and current understanding of the City's drainage infrastructure and potential solutions to problems, both now and in the future. This master plan will include a comprehensive inventory, accurate simulation, problem area identification and problem source/cause, and a comprehensive list of Capital Improvement Projects, including costs and funding mechanisms, designed to address identified system deficiencies.

The project scope of work will include the following:

- Assessment of available studies and master plans, GIS data, etc.
- Review of applicable local, state, and federal regulations related to drainage and recommended changes to local rules.
- Data collection including limited survey, as required, to verify existing conditions.
- Detailed analysis of known and potential flooding/drainage issues.
- Preparation of an overall drainage model for the City and ETJ.
- Preparation of a drainage Capital Improvement Plan (CIP) program that includes budget estimates for proposed improvements.
- Recommended prioritization of CIP projects.
- Best Management Practices (BMP) for maintenance of current and future infrastructure including vegetation management.
- Funding mechanisms for CIP projects and vegetation management program including review and recommendations related to the City's Drainage Utility Fund.
- Public outreach and education.

The completed Drainage Master Plan will be consistent with the various adopted City plans.

After advertisement of a Request for Qualifications (RFQ) in the Fredericksburg Standard and the City website, the City received ten (10) Statements of Qualifications (SOQ). The SOQ's were evaluated by a selection committee comprised of four (4) members of City staff using a numerical grading criteria matrix that rates each firm's qualifications in key areas such as "Project Approach", "Key Personnel

Qualifications and Experience", "Firm Qualifications and Experience", and "Firm Location." A copy of the grading criteria and consultant ranking matrix are attached for your reference.

After reviewing the Statements of Qualifications, staff conducted interviews of the top four (4) ranked firms; RPS, LAN, Freese & Nichols, and HDR. The interviews included presentations by the project team followed by a discussion related to key project components including the project manager's and key design staff's experience with other drainage master plans in the Central Texas area, how the project team intends to complete the project in accordance with the intended six (6) month schedule, and how the team intends to coordinate with City staff, the City Council, and the citizens of Fredericksburg.

After completion of the interviews, the resultant rankings were as follows: 1) Freese and Nichols 2) RPS 3) LAN 4) HDR. City staff is recommending authorizing the City Manager to execute a professional services agreement with Freese and Nichols. Freese and Nichols' Statement of Qualifications and interview demonstrated that they and their sub-consultants have a high level of qualifications and experience, as well as a strong desire to work with the City of Fredericksburg on this particular project. The proposed project manager and the lead project engineer both have extensive experience working on master planning efforts, including a unique approach to CIP rankings. The "Project Approach" addressed many known drainage issues as well as a number of areas that may require detailed study. Freese and Nichols also indicated an excellent understanding of the City's drainage system, which generally utilizes overland and street flow to convey runoff to streams and creeks.

The project is anticipated to take six months to complete and Freese and Nichols has indicated they will be able to provide project cost estimates in time for inclusion in the City's FY 2017 budget discussions.



Department Approval

City Manager Approval

**2015 Drainage Master Plan
Statement of Qualifications
Evaluation Criteria**



Criteria	Maximum Score
The maximum score for sub-group(s) is the bold number	100.0
1. Project Approach/Project Management Plan:	30.0
Understanding of request for qualifications and scope of work	
Project approach	
Detailed work plan for the proposed project	
Firm's ability to meet project schedule	
Interaction and coordination	
Knowledge of City work and previous project experiences with the City	
2. Key Personnel Qualifications & Experience	40.0
Project manager	
Project manager's past performance on recent City projects	
Project personnel and roles, including lead project engineer	
Project team organization	
Staff/project manager availability, commitment to project, and staff location	
Project team member's ability to meet on short notice at City Offices	
3. Firm Qualifications and Experience	25.0
Directly related experience and qualifications	
Recent experience in other municipal projects comparable to the one proposed	
Experience with drainage master planning and drainage utility funds, particularly in the central Texas region	
Experience using computerized hydrologic and hydraulic modeling software	
4. Firm Location	5.0
Firm's location and ability to meet with City personnel as required	

**2015 Drainage Master Plan
Statement of Qualifications
Evaluation Criteria Final Rankings**



Firm
Freese & Nichols*
HDR*
CP&Y*
RPS*
LAN
Walker Partners
Pape Dawson Engineers
Othon
Halff
LJA

* Interviewed Firms

**2015 Drainage Master Plan
Interview Ranking Summary**



Firm
Freese & Nichols
RPS
LAN
HDR

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by City of Fredericksburg, hereinafter called "OWNER" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; OWNER agrees to pay to FNI compensation. The Project is described as follows: Development of a city-wide drainage master plan, including recommendations for updates to the City's drainage criteria manual, effective H&H models, stormwater utility fee, and vegetation management program.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of OWNER which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** OWNER agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a not to exceed fee of \$149,699.00. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by OWNER, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the OWNER and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the ____ day of _____, 20__.

ATTEST:

Owner

(City of Fredericksburg)

By: _____

Print or Type Name and Title

ATTEST:

Freese and Nichols, Inc.

(FNI)

By: PA WolppVice President, Principal

Print or Type Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

Freese and Nichols (FNI) will render the following professional services in connection with the development of the Drainage Master Plan (DMP):

1. Project Management
 - A. Project Initiation will include project setup and an internal project kickoff meeting.
 - B. Monthly project coordination and communications with the City including status reports, progress meetings, and invoicing. For budgeting purposes, three (3) meetings are assumed to be in-person and three (3) will be phone conferences.
 - C. General project management and control project quality, progress, and budget for a period of six (6) months.
2. Data Collection and City Kickoff Meeting
 - A. Meet with the City to discuss existing data, known project areas, and potential project areas for investigation and possible inclusion in the DMP.
 - B. Collect available data (City and TXDOT), reports, as-builts, models, and other pertinent information from the City that will be useful for the project.
3. Topographic Survey These services will be provided by Cuplin & Associates Land Surveyors & Planners, Inc. (Cuplin) based on their attached proposal. These services will be provided as determined by the needs of the project only.
 - A. Conduct site surveys for up to ten (10) areas determined by FNI. These will be selected based on locations that are too difficult to assess drainage patterns using City topography and/or field investigations.
 - B. Obtain data were possible to verify the accuracy of record drawings for storm drain facilities. Up to three (3) systems will be obtained.
4. Develop CIPs
 - A. Develop a summary of the project areas in GIS and tabular formats based on data obtained during Task 2. For budgeting purposes, a total of 25 project areas is assumed.
 - B. Develop the CIPs:
 - (a) Make one (1) site visit to each project site identified in Task Item 4A.
 - (b) Develop a schematic design for each project area with sufficient detail to identify the major infrastructure and components and potential permitting needs.
 - (1) For each project area, FNI will utilize existing studies where available.
 - (2) Based on City direction, hydrologic and hydraulic modeling will be limited such that existing models will be used (where they exist and are necessary), approximate methodologies will be used where no models exist and where the results will allow for reasonable CIP project details.
 - (3) If modeling is required FNI will limit the scope and detail to that needed to develop reasonable CIP project details. It is assumed that a more detailed analysis will be required for up to 10 project areas.
 - (4) Verify the validity of each identified drainage problem.
 - (5) Document each existing problem.
 - (6) Evaluate structural or non-structural alternatives (ex: watershed management strategies, detention, buyouts, increased capacity, diversion of flow) to alleviate existing or potential problems identified. For applicable local runoff project areas, subsurface and surface alternatives will be developed to represent a range of project cost.

- (7) One alternative will be selected per project area with City coordination to finalize development of conceptual solution.
 - (8) Prepare an exhibit of the conceptual solution per project area of the selected alternative.
 - (c) Develop preliminary opinion of probable project cost for each CIP.
- 5. Develop Project Scoring/Ranking System and CIP Database
 - A. Develop recommendations for criteria to be considered by the City for use in ranking CIPs.
 - B. Meet with the City to discuss the proposed ranking system, criteria, and database. It is anticipated that at the conclusion of this meeting the ranking system, criteria, and database functionality will be decided for the DMP.
 - C. Prepare a Microsoft Access database with a user interface and a GIS database. The database will be populated with appropriate information created during development of the CIPs.
- 6. Stormwater Utility Fee Evaluation
 - A. Develop rough approximation of non-residential impervious area in the City by parcel using GIS.
 - B. For purposes of evaluating potential residential tier structure, develop rough approximation of single family residential impervious area through existing available parcel data such as parcel size, building footprint, and/or impervious area.
 - C. Prepare memorandum report summarizing conceptual evaluation of expected annual stormwater utility revenue for current development using impervious area as the basis for per-property fee determination, including a basic assessment of residential tier structure effects. Identify considerations for a detailed update to the City's existing stormwater utility.
 - D. Develop Powerpoint overview of stormwater utility fee evaluation and next steps for modifying the fee structure and rate.
- 7. Vegetation Management Evaluation
 - A. Meet with city staff to go over current vegetation methods, practices, and goals.
 - B. Perform a site visit with city staff to observe current conditions.
 - C. Perform a sensitivity hydraulic impact analysis to determine the impact of revised roughness conditions on the regulatory floodplain. A comparison will be made between field conditions, regulatory model conditions, and proposed improvement conditions.
 - D. Consult with city staff and provide recommendations on improvement strategies and best managements practices to meet the City's management goals.
- 8. Drainage Manual Recommendations
 - A. While using the City's design criteria manual in the development of the CIPs, FNI will evaluate whether the current criteria meets and/or exceeds industry standards and identify where improvements are recommended in order to protect the community and floodplain health.
 - B. Prepare a technical memorandum summarizing recommended improvements to the drainage criteria.
- 9. Effective FEMA Model Recommendations
 - A. While using the City's effective hydrologic and hydraulic models in the development of the CIPs, FNI will evaluate whether updates to the models are warranted. This evaluation will include a brief review of the following model components:
 - (a) Land use and associated curve numbers;
 - (b) Rainfall depths and storm durations;
 - (c) Compare roughness values in the hydraulic models to field conditions within the limits of the project areas;
 - (d) Compare cross sectional geometry, including crossings, to observed field conditions and topography.

- B. Prepare a technical memorandum summarizing recommended improvements to the effective models.

10. Draft Report

- A. A draft report will be prepared and submitted to the City for review in hard copy (10) and electronic formats. It is anticipated that the report will include a summary of the Drainage Master Plan and recommendations for the Stormwater Utility Fee, Vegetation Management Program, and updates to the drainage criteria manual and effective models. A copy of the DMP draft database will be submitted to the City with the draft report.
- B. City comments on the Draft report will be incorporated into the Final report, as appropriate, and the final report will be issued to the City in hard copy (10) and electronic formats. The final submittal will include a copy of the completed database.

11. Stakeholder Meetings

- A. Conduct one (1) public meeting with the City and other interested parties, in a place reserved by the City, to collect information from the public to further identify areas and properties prone to flooding. FNI shall prepare meeting materials and minutes.
- B. Assist the City in preparing and presenting the report to City Council.

ADDITIONAL SERVICES: Services to be performed by FNI, if authorized by the Owner, which are not included in the above described services, will be considered an additional service.

RESPONSIBILITIES OF OWNER

OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the plans and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project.

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services within six (6) months of Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative –

Garret Bonn
City of Fredericksburg
126 West Main Street
Fredericksburg, Texas 78624
Telephone No.: 830-990-2020
Email: gbonn@fbgtx.org

Owner's Accounting Representative –

City of Fredericksburg
126 West Main Street
Fredericksburg, Texas 78624
Telephone No.: _____
Email: _____

FNI's Designated Representative –

Jerome W. Scanlon, III
Freese and Nichols, Inc.
10431 Morado Circle, Bldg. 5, Ste. 300
Austin, Texas 78759
Telephone No.: 512.617.3115
e-mail: JWS@FREESE.COM

FNI's Accounting Representative –

Billy Metzger
Freese and Nichols, Inc.
10431 Morado Circle
Austin, Texas 78759
Telephone No.: 512.617.3177
e-mail: BILLY.METZGER@FREESE.COM

COMPENSATION

Not to Exceed: Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed One-Hundred Forty-Nine Thousand Six-Hundred Ninety-Nine Dollars (\$149,699). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	107
Professional - 2	130
Professional - 3	146
Professional - 4	169
Professional - 5	197
Professional - 6	225
Construction Manager - 1	85
Construction Manager - 2	111
Construction Manager - 3	131
Construction Manager - 4	164
CAD Technician/Designer - 1	91
CAD Technician/Designer - 2	117
CAD Technician/Designer - 3	145
Corporate Project Support - 1	87
Corporate Project Support - 2	105
Corporate Project Support - 3	139
Intern/ Coop	53

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

Black and White	\$0.10 per copy
Color	\$0.25 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$0.25 per binding

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually in February.

1022015

FNI 
OWNER _____

City of Fredericksburg
Drainage Master Plan
12/14/2015
Detailed Cost Breakdown

Project Fee Summary	
Basic	\$ 149,699
Special	\$ -
Total Project	\$ 149,699

		Basic Services																					
Phase	Task	Employee	Kathy Ollard	Jay Scanlon	Kimberly Patsik	Blaire Lorchalk	Garratt Johnson	Shelby Whedrich	Brian King	Trey Shanks	Ben Hawkins	Brendt Miller	Glenn Jordan	Alex Murphy	Billy Metzger	Bessie Lewis	Patrick Gernert	Randall Howard	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
		Project Role	QA/QC	PM	PE	CP	H&M	EST	GP G/S	FUNDING	FUNDING G/S	COST ESTIMATOR	DATABASE	GRAPHICS	CORP	ADMIN	ENV SCI	SR ENV SCI					
		Hourly Bill Rate	\$225.00	\$197.00	\$169.00	\$146.00	\$146.00	\$107.00	\$130.00	\$197.00	\$107.00	\$131.00	\$105.00	\$87.00	\$105.00	\$105.00	\$146.00	\$197.00					
1	Project Management			32	32										6	4			74	\$ 12,762	\$ 940	\$ -	\$ 13,702
2	Data Collection and City Kickoff Meeting			8	12	8			4										32	\$ 5,282	\$ 376	\$ -	\$ 5,658
3	Topographic Survey			1	4		4												9	\$ 1,457	\$ 77	\$ 15,345	\$ 16,879
4	Develop CIPs (25)		3	28	54	81	42	97	40			4					4	1	354	\$ 50,061	\$ 3,212	\$ -	\$ 53,273
5	Project Ranking System and Database		2	8	8	18		60	4				8						106	\$ 13,494	\$ 901	\$ -	\$ 14,395
6	Stormwater Utility Fee Evaluation		1	1	2					30	20			2					58	\$ 8,984	\$ 580	\$ -	\$ 9,564
7	Vegetation Management Evaluation				5		8	8									15	2	39	\$ 5,599	\$ 435	\$ -	\$ 6,034
8	Drainage Manual Recommendations		1	2	4	8	8	4											27	\$ 4,059	\$ 230	\$ -	\$ 4,289
9	Effective FEMA Model Recommendations			1	4		24												29	\$ 4,377	\$ 247	\$ -	\$ 4,624
10	Draft Report		1	2	8	18	10	18	4							2			61	\$ 8,501	\$ 2,109	\$ -	\$ 10,670
11	Stakeholder Meetings			16	21	2	4		8					4					57	\$ 9,359	\$ 1,242	\$ -	\$ 10,601
Total Basic Services Hours			8	101	154	133	100	185	60	30	20	4	8		6	6	20	3	844	\$ 123,945	\$ 10,409	\$ 15,345	\$ 149,699
Total Basic Services Labor Effort			\$ 1,800	\$ 19,799	\$ 26,026	\$ 19,418	\$ 14,800	\$ 19,795	\$ 7,800	\$ 5,910	\$ 2,140	\$ 524	\$ 840	\$ 522	\$ 830	\$ 630	\$ 2,920	\$ 591					

Phase	Task	Expenses	Tech Charge	Miles	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Lg Format - Vinyl/Adhesive - B&W (sq. ft.)	Lg Format - Bond - Color (sq. ft.)	Lg Format - Glossy/Mylar - Color (sq. ft.)	Lg Format - Vinyl/Adhesive - Color (sq. ft.)	Reproduction	Other	Other	Other	Other	Total Exp Effort
1	Project Management		74	540															\$ 940
2	Data Collection and City Kickoff Meeting		32	180															\$ 376
3	Topographic Survey		9																\$ 77
4	Develop CIPs (25)		354	360															\$ 3,212
5	Project Ranking System and Database		106																\$ 901
6	Stormwater Utility Fee Evaluation		58	180															\$ 580
7	Vegetation Management Evaluation		39	180															\$ 435
8	Drainage Manual Recommendations		27																\$ 230
9	Effective FEMA Model Recommendations		29																\$ 247
10	Draft Report		61											1500					\$ 2,109
11	Stakeholder Meetings		57	360										500					\$ 1,242
Total Basic Services Items		844	1,800											2,000					
Total Basic Services Expenses Effort		\$ 7,170	\$ 1,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200	\$ -	\$ -	\$ -	\$ -	\$ 10,409

City of Fredericksburg
Drainage Master Plan
12/14/2015
Detailed Cost Breakdown

Project Fee Summary	
Basic	\$ 145,899
Special	\$ -
Total Project	\$ 145,899

Phase	Task	Subconsultants	Cylin	Total Sub Effort
1	Project Management			\$ -
2	Data Collection and City Kickoff Meeting			\$ -
3	Topographic Survey		13,850	\$ 15,345
4	Division CIPs (25)			\$ -
5	Project Ranking System and Database			\$ -
6	Stormwater Utility Fee Evaluation			\$ -
7	Vegetation Management Evaluation			\$ -
8	Drainage Manual Recommendations			\$ -
9	Effective FEMA Model Recommendations			\$ -
10	Draft Report			\$ -
11	Stakeholder Meetings			\$ -
Total Basic Services Subconsultants Cost				\$ 15,345
Total Basic Services Subconsultants Effort				\$ 15,345

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to the City of Fredericksburg. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability	Workers' Compensation
General Aggregate \$2,000	Each Accident \$500
Automobile Liability (Any Auto)	Professional Liability
CSL \$1,000	\$3,000 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

December 9, 2015

Freese & Nichols
10431 Morado Circle, Bldg 5, Ste. 300
Austin, Texas 78759

RE: Survey Scope for City of Fredericksburg
City's Master Drainage Plan

Ms. Patak,

Thank you for requesting a fee proposal for a topographic design survey for up to ten roadway intersection areas and three drainage facilities to be determined by Freese and Nichols, Inc., as needed within the City of Fredericksburg. The below generally outlines our understanding of the survey requirements. Each site will be billed on a time and material basis with a fee not to exceed the below cost without consent. All billing will be per the attached standard 2015 Rate Chart. Please do not hesitate to contact us for any clarification and or revisions.

Survey Scope:

Conduct site surveys for up to ten areas as determined by FNI. These will be selected based on locations that are too difficult to assess drainage patterns using City topography and/or field investigations. The areas are typically roadway intersections. It is assumed that each area will take approximately ½ day of field and office time.

Estimated Time and Material Cost Per Site: \$990.00

Obtain data were possible to verify the accuracy of record drawings for storm drain facilities. Up to three systems will be obtained. Identify the size, material, and elevation of the stormdrain systems by popping manhole lids (inlets, pipes, outfalls) and try and determine which direction the pipes are draining so we can try to piece together the system if as-builts are not available. It is assumed that each area will take approximately ¾ of a day of field and office time.

Estimated Time and Material Cost Per Site: \$1,350

Total Cost Not to Exceed of all areas: \$13,950

Deliverables:

1. Provide FNI with an electronic copy of all field notes, pictures and sketches prepared by the surveyor.
2. Provide FNI with an AUTOCAD version 2007 or newer DWG electronic file. The drawing will include all survey points and descriptions, surface and storm water improvements within your defined limits, and project benchmarks. The drawing will not contain contours, a 3-D tin model, or other existing utility information, no "one-call" for utility locates are part of this project, the drawing will contain only the actual points located in the field and text file to determine drainage patterns. The drawing shall comply with current FNI Survey CAD Requirements), as well as FNI's linetype and drawing template files, which will be sent electronically.

Schedule:

1. Survey for the project will be completed within 21 days of the notice to proceed.
2. Survey for the project is anticipated to be completed in 2016.

RATE SCHEDULE 2015

PERSONNEL

Principal	\$150.00/hour
Registered Land Surveyor	\$125.00/hour
Project Manager	\$100.00/hour
Survey Technician	\$65.00/hour
Survey Technician II	\$80.00/hour
Senior Survey Technician	\$90.00/hour
2 Person Survey Crew	\$135.00/hour
3 Person Survey Crew	\$150.00/hour
GPS/Robotic Survey Crew	\$135.00/hour
Project Support/Data Processor	\$45.00/hour
Testimony	1.5 X hourly rate

NON-LABOR EXPENSES

Per Diem - Per Person	up to \$40 per day
Lodging	up to \$85 per room
Mileage	\$.58 per mile



CITY COUNCIL MEMO

DATE: December 14, 2015

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Recognition of Emergency Responders

Summary:

The Texas Parks and Wildlife Department plans to make a presentation to our emergency responders for the services that they provide at the state parks particularly Enchanted Rock State Park.

Recommendation:

It is recommended that we join the Parks and Wildlife Department in recognizing the emergency responders for their efforts.

Background / Analysis:

The Texas Parks and Wildlife Department has selected our emergency responders for a "Stars in the Parks" recognition.

Attachments:

(36)

The City of Fredericksburg


Department Approval


City Manager Approval

(37)

The City of Fredericksburg



CITY COUNCIL MEMO

DATE: December 14, , 2015

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Economic Development Commission (EDC) Board Appointments

Summary:

There is a need to reappoint two members to the EDC Board due to their terms expiring at the end of the year.

Recommendation:

It is recommended that Jim Jarreau and Brad Hardin be reappointed for a two-year term on the EDC Board.

Background / Analysis:

I have attached a listing of the current members of the EDC Board. As shown, the City appoints four EDC Board members. Two of these Board members have terms that are expiring on December 31, 2015. Both of these members have indicated an interest in being reappointed for another two-year term.

Attachments:

Listing of EDC Board members.


Department Approval


City Manager Approval

Gillespie County Economic Development Commission 2015 Officers and Board of Directors

President:	Mark Jones
Vice President:	Tony Klein
Treasurer	Brad Hardin
Secretary	Marty Kaderli
Executive Director	Tim Lehmberg

The 2015 GCEDC Board of Directors with term expiration

Appointed by the City:	Term Expires:
Brad Hardin	Dec. 31, 2015
Jim Jarreau	Dec. 31, 2015
Julie Kuhlken	Dec. 31, 2016
David Plesko	Dec. 31, 2016

Appointed by the County:

Marty Kaderli	Dec. 31, 2015
Tony Klein	Dec. 31, 2015
Steve McAnally	Dec. 31, 2016
Lin Winfrey	Dec. 31, 2016

Appointed by the GCEDC Board of Directors:

Mark Jones	Dec. 31, 2015
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Ex-Officio Members: By Position (Confirmed Annually)

County of Gillespie	Mark Stroehrer, Calvin Ransleben
City of Fredericksburg	Linda Langerhans, Graham Pearson
Chamber of Commerce	Penny McBride
Convention/Visitors Bureau	Ernie Loeffler
Harper Community	Dan Abbott
Stonewall Chamber	Jamey Vogel
Airport Manager	Roger Hansen
Board of Realtors	Mike Starks