



**CITY OF NEW BRAUNFELS, TEXAS
CITY COUNCIL MEETING**



**CITY HALL - COUNCIL CHAMBERS
550 LANDA STREET**

MONDAY, JUNE 11, 2018 at 6:00 PM

Barron Casteel, Mayor	Matthew E. Hoyt, Councilmember (District 4)
Shane Hines, Councilmember (District 1)	Wayne Peters, Mayor Pro Tem (District 5)
Justin Meadows, Councilmember (District 2)	Leah A. García, Councilmember (District 6)
Harry Bowers, Councilmember (District 3)	Robert Camareno, City Manager

MISSION STATEMENT

***The City of New Braunfels will add value to our community
by planning for the future, providing quality services, encouraging
community involvement and being responsive to those we serve.***

AGENDA

CALL TO ORDER

CALL OF ROLL: City Secretary

INVOCATION: Councilmember Leah Garcia

PLEDGE OF ALLEGIANCE & SALUTE TO THE TEXAS FLAG

**REQUEST ALL PHONES AND OTHER DEVICES BE TURNED OFF, EXCEPT
EMERGENCY ON-CALL PERSONNEL.**

PROCLAMATIONS:

- A) Garbage Man Week
- B) Juneteenth

PRESENTATIONS:

- A) Presentation and direction on urban wildlife management.
Mark Enders, Watershed Program Manager
- B) Presentation and possible action on Design and Cost Estimating Firm
Contracts for Preliminary Design for the Proposed 2019 Bond Projects
and an associated funding strategy.
Robert Camareno, City Manager, and Bryan Woods, Assistant City Manager
- C) Presentation and possible direction to City staff on beginning design for
Citywide Streets for the Proposed 2019 Bond Program.
*Bryan Woods, Assistant City Manager, and Jennifer Cain, Capital Programs
Manager*

1. **MINUTES**

- A) Discuss and consider approval of the minutes of the regular City Council meeting of May 29, 2018.

Patrick Aten, City Secretary

2. **CITIZENS' COMMUNICATIONS**

This time is for citizens to address the City Council on issues and items of concerns not on this agenda. There will be no City Council action at this time.

3. **CONSENT AGENDA**

All items listed below are considered to be routine and non-controversial by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case the item will be removed from the consent agenda and considered as part of the normal order of business.

Resolutions & Action Items

- A) Approval of the appointment of one individual to the Downtown Board for a term ending May 31, 2019.
Patrick Aten, City Secretary
- B) Approval of the appointment of one individual to the Reinvestment Zone No.1 (TIRZ) Board for a term ending May 29, 2020.
Patrick Aten, City Secretary
- C) Approval of the appointment of one individual to the Building Standards Commission for a term ending October 26, 2018.
Patrick Aten, City Secretary
- D) Approval of the appointment of one individual to the Arts Commission for a term ending January 31, 2019.
Patrick Aten, City Secretary
- E) Approval of the appointment of Mayor Pro Tem Wayne Peters as member and Councilmember Justin Meadows as alternate member to the Alamo Area Metropolitan Planning Organization's Transportation Policy Board.
Patrick Aten, City Secretary
- F) Approval of a resolution setting a public hearing to amend the water and wastewater impact fees.
Dawn Butrym, NBU CFO
- G) Approval of the City of New Braunfels FY 2017-18 second quarter investment report.
Sandy Paulos, Assistant Director of Finance

- H) Approval for the City Manager to execute an agreement with Epic Aviation for the lease of a Jet A refueling vehicle.
Robert Lee, Airport Director
- I) Approval of a contract with Freese and Nichols for engineering services associated with preventative maintenance design of for the Fischer Park No. 1 Dam Spillway.
Mark Enders, Watershed Program Manager
- J) Approval of an updated contract with Cartegraph Systems LLC expanding the use of their asset management software.
Travis Cochrane, Director of Information Technology

Ordinances

(In accordance with Section 3.10 of the City Charter, a descriptive caption of each ordinance shall be read on two separate days.)

- K) Approval of the second and final reading of an ordinance regarding the proposed rezoning to apply a Special Use Permit to allow the short-term rental of a single-family residence in the "C-3" Commercial District addressed at 481 East Torrey Street.
Christopher J. Looney, Planning and Community Development Director
- L) Approval of the second and final reading of an ordinance amending Chapter 126-186, Traffic and Vehicles to prohibit through truck traffic on Old FM 306 between East Common Street and Hunter Road.
Garry Ford, City Engineer
- M) Approval of the second and final reading of an ordinance amending Section 126-346 of the Code of Ordinances to restrict parking in the cul-de-sac of Evergreen Lane.
Garry Ford, City Engineer
- N) Approval of the second and final reading of an ordinance amending Section 126-346 of the Code of Ordinances to restrict parking on a portion of Trade Center Drive.
Garry Ford, City Engineer

4. INDIVIDUAL ITEMS FOR CONSIDERATION

- A) Discuss and consider approval of the second and final reading of an ordinance regarding the proposed rezoning to apply a Type 2 Special Use Permit to allow the short-term rental of a single-family residence in the "C-2" Central Business District, addressed at 657 South Castell Avenue.
Christopher J. Looney, Planning and Community Development Director

5. EXECUTIVE SESSIONS

In accordance with Texas Government Code, Subchapter D, the City Council may convene in a closed session to discuss any of the following items; any final action or vote taken will be in public.

NOTE: The City Council reserves the right to retire into executive session concerning any of the items listed on this Agenda whenever it is considered necessary and legally justified under the Open Meetings Act (Chapter 551 of the Texas Government Code).

6. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE.

7. ADJOURNMENT

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at the New Braunfels City Hall on June 6, 2018, at 2:00 p.m.

Patrick Aten, City Secretary

NOTE: 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 221-4010 at least two (2) work days prior to the meeting so that appropriate arrangements can be made.

City of New Braunfels



Proclamation

THE STATE OF TEXAS §

COUNTY OF COMAL §

CITY OF NEW BRAUNFELS §

WHEREAS, the earliest known garbage men, called “rakers,” were established in Britain during “The Black Plague” of the 1300s to remove debris weekly from the streets; and

WHEREAS, according to the Center for Disease Control, the eradication of many diseases in the modern society is due in part to higher public sanitation standards resulting from effective garbage removal and disposal; and

WHEREAS, the proper collection and disposal of waste and recyclables are integral to preventing litter and illegal dumping sites; and

WHEREAS, the City of New Braunfels has established a Solid Waste and Recycling Division in the Public Works Department addressing the proper collection and disposal of trash, recyclables, and green waste throughout the city; and

WHEREAS, the City of New Braunfels values and celebrates its dedicated Solid Waste and Recycling Division personnel that serve the community and understand the importance of the work they perform; and

WHEREAS, annually since 2011, June 17th is recognized as National Garbage Man Day.

NOW, THEREFORE, I, BARRON CASTEEL, Mayor of the City of New Braunfels, Texas, do hereby proclaim the week of June 17 - 23, 2018 as

GARBAGE MAN WEEK

in New Braunfels and encourage all citizens and civic organizations to join me in recognizing the valuable contributions that our Solid Waste and Recycling Division employees make every day to help ensure the health, safety, and welfare of citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of New Braunfels to be affixed this 11th day of June 2018.

CITY OF NEW BRAUNFELS

BARRON CASTEEL, Mayor

City of New Braunfels



Proclamation

THE STATE OF TEXAS §

COUNTY OF COMAL §

CITY OF NEW BRAUNFELS §

WHEREAS, Juneteenth is a day traditionally set aside in Texas to commemorate the abolition of slavery; and

WHEREAS, Juneteenth traces its origins back to Galveston, Texas, where on June 19, 1865, Union soldiers, led by Major General Gordon Granger arrived in the city with the news that the Civil War had ended and slaves were now free; and

WHEREAS, the day is celebrated in African-American communities as a time to remember the struggle for equal rights; and

WHEREAS, our country is at its best when everyone is treated fairly and has the chance to build the future they seek for themselves and their family; and

WHEREAS, together we can help our nation live up to its immense promise, so let us continue their journey toward a more just, more equal, and more perfect Union.

NOW, THEREFORE, I, Barron Casteel, Mayor of the City of New Braunfels, Texas, proclaim June 19, 2018 as

JUNETEENTH

in New Braunfels, and I encourage everyone to observe this day with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of New Braunfels to be affixed this 11th day of June, 2018.

CITY OF NEW BRAUNFELS

BARRON CASTEEL, MAYOR



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. A)

Presenter/Contact

*Mark Enders, Watershed Program Manager
(830) 221-4639- menders@nbtexas.org*

SUBJECT:

Presentation and direction on urban wildlife management.

BACKGROUND / RATIONALE:

Concerns have been noted regarding the abundance of wildlife within the City. These concerns include wildlife-related auto collisions, degraded water quality, wildlife health and Park maintenance issues. Staff has been working with the Texas Parks and Wildlife Department (TPWD) to better understand management options.

Public input meetings on urban wildlife were held in February and April in cooperation with TPWD to inform the community of the concerns associated with urban wildlife and potential management options. Two online surveys were administered to obtain feedback from the community on urban wildlife and management strategies.

The Watershed Protection Plan for the Dry Comal Creek and Comal River (WPP) was developed by local stakeholders and includes wildlife management measures as a mitigation strategy to decrease bacteria loading to these waterbodies. The City has been awarded a grant through the Texas Commission on Environmental Quality (TCEQ) to implement measures included in the WPP. The grant includes funding to support the implementation of specific urban wildlife management measures.

Staff is seeking direction from City Council on how to move forward with this issue.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

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FISCAL IMPACT:

Funding is available through the WPP Implementation grant to support specific wildlife management measures.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends the implementation of an education and outreach campaign regarding the negative impacts of wildlife feeding. Staff also recommends development and approval of a wildlife feeding ordinance. A program to reduce the population of non-native waterfowl in Landa Park is also

recommended.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. B)

Presenter/Contact

*Robert Camareno, City Manager, and Bryan Woods, Assistant City Manager
(830) 221-4280 - rcamareno@nbtexas.org*

SUBJECT:

Presentation and possible action on Design and Cost Estimating Firm Contracts for Preliminary Design for the Proposed 2019 Bond Projects and an associated funding strategy.

BACKGROUND / RATIONALE:

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

X	Yes	City Plan/Council Priority	Strategic Priorities: Continue an ongoing program of infrastructure, construction and maintenance.
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FISCAL IMPACT:

There are currently no funds allocated in the FY 2017-18 Adopted Budget for the preliminary design and cost estimating services contracts. However, for professional services such as these, the City is able to take advantage of utilizing existing General Fund reserves and reimbursing ourselves with a debt instrument at a later date. To be conservative staff recommends that we target a total issuance amount of \$3,000,000 for the tax note. However, this amount can be increased or decreased based on City Council direction.

The attached presentation briefly covers a recommended FY 2017-18 Debt Issuance strategy that incorporates the issuance of a tax note to support the cost of these contracts. Tax notes carry a lower interest rate and shorter maturity (7 years) in comparison to the GO bonds and Certificates of Obligation (20 years) that we have issued in the past.

The tax note would be issued concurrently with the already planned 2013 bond issuance. Our current cash flow need for the 2013 bond projects is approximately \$23,000,000. Therefore, the total issuance amount would be \$26,000,000. The first-year principal and interest payment(s) for both issuances would be structured in such a way that it will fit within the current tax rate of 48.822 cents.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the Design and Cost Estimating Firm Contracts for Preliminary Design for the Proposed 2019 Bond Projects and an associated funding strategy.

Schematic Design and Preliminary Construction Documents Preparation for
the City of New Braunfels Callen's Castle All Ability Park Improvements
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the 29th day of May, 2018, by and between the CITY OF NEW BRAUNFELS, TEXAS, hereinafter referred to as "CITY" and LUCK Design Team, LLC, hereinafter referred to as "CONSULTANT".

WHEREAS, CITY desires CONSULTANT to perform certain work and services set forth in Scope of Services, marked Exhibit "A", and attached hereto and incorporated herein.

WHEREAS, the CONSULTANT has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Article II, of this Agreement.

NOW, THEREFORE, all parties agree as follows:

I. GENERAL

CONSULTANT shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in Article II hereof for the CITY in accordance with the terms, conditions and provisions of the Scope of Services, marked Exhibit "A", attached hereto and incorporated herein for all purposes. CITY may, at any time, stop any services by the CONSULTANT upon giving CONSULTANT written notice. CONSULTANT shall be bound to CITY by the terms, conditions and responsibilities toward the CITY for CONSULTANT'S services set forth in this Agreement.

II. SERVICES

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the CONSULTANT in accordance with the CITY'S requirements:

Reference Exhibit "A"

B. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

C. Neither CITY'S review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for

all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

D. The rights and remedies of CITY under this Agreement are as provided by law.

III. PAYMENT

The parties agree that CONSULTANT shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "B". The contract amount specified shall not exceed \$89,015.00

IV. TIME FOR PERFORMANCE

A. CONSULTANT agrees to commence work immediately upon execution of this Agreement and to proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT, to completion as described in the Completion Schedule, attached hereto as Exhibit "C" and hereby made a part of this Agreement.

B. In the event CONSULTANT'S performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays unless such delays exceed 90 days.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to the CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONSULTANT have agreed in writing upon the allowance of additional time to be made.

V. DOCUMENTS

A. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer files, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of the CITY. All instruments of service shall be professionally sealed as may be required by law or by CITY.

B. Such documents of service, together with necessary supporting documents, shall be delivered to CITY, and CITY shall have unlimited rights, for the benefit of CITY, in all instruments of service, including the right to use same on any other work of CITY without additional cost to CITY. If, in the event CITY uses such instruments of service on any work of CITY other than that specified in the Scope of Services, attached as Exhibit "A", attached hereto and incorporated herein for all purposes, provided CONSULTANT completes this Agreement, under those circumstances, to the extent allowed by law, CITY hereby agrees to protect, defend, indemnify and hold harmless the CONSULTANT, their officers, agents,

servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any inaccuracy, such use of such instruments of service with respect to such other work except where CONSULTANT participates in such other work.

C. CONSULTANT agrees to and does hereby grant to CITY a royalty-free license to all such instruments of service which CONSULTANT may cover by copyright and to all designs as to which CONSULTANT may assert any rights or establish any claim under the design patent or copyright laws. This license includes the CITY'S right to use and reproduce these documents as necessary to implement any CITY project which may require the use of these documents. Further, CONSULTANT acknowledges that the CITY is a governmental body, which is subject to Chapter 552 of the Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the CITY from any claims against the CITY for providing copies of documents, or other instruments of service in compliance with that Act. CONSULTANT, after completion of the project, agrees to furnish the originals of all such instruments of service to the CITY.

D. All text documents supplied to CITY as provided herein shall be fully compatible with Word. Unless otherwise specified, all design drawings supplied to CITY as provided herein shall be in Adobe PDF format.

VI. TERMINATION

A. CITY or the CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the CONSULTANT. In the event suspension or termination is without cause, payment to the CONSULTANT, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of its contract with CONSULTANT, and in the event CITY and CONSULTANT fail to agree upon a modification to this Agreement, CITY or the CONSULTANT shall have the option of terminating this Agreement. Payment to CONSULTANT shall be made by the CITY in accordance with the terms of this Agreement, for the services mutually agreed upon by the CITY and the CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

VII. INSURANCE

A. CONSULTANT shall provide and maintain Workers Compensation with statutory limits.

B. CONSULTANT shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting CONSULTANT and CITY as an additional Insured with limits not less than \$500,000/\$1,000,000/\$250,000.

C. CONSULTANT shall provide general Liability Insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). The general Liability Insurance must name the CITY as an additional Insured.

D. CONSULTANT shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect CONSULTANT and CITY from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate. Such insurance shall be kept in effect for four years after the completion of the contract. If CONSULTANT fails to maintain the insurance covered during that time, CITY may pay the premiums to keep the insurance in effect and recover the cost from the CONSULTANT.

E. A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Article shall be furnished to CITY before any services are performed. Such Certificate shall provide 30 days written notice to CITY, prior to the cancellation, or modifications of any insurance referred to therein, and continue to issue such certificate for four years after completion of the contract.

VIII. INDEMNIFICATION FOR INJURY AND PERFORMANCE

A. CONSULTANT further specifically obligates itself to CITY in the following respects, to-wit:

B. The CONSULTANT hereby agrees to protect, indemnify and hold harmless the CITY, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnities"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting there from, arising from any negligent act, error, or omission of the CONSULTANT, its officers, employees, servants, agents or subcontractors, or anyone else under the CONSULTANT'S, direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnities is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the CONSULTANT shall be obligated to indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final

judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

C. The CONSULTANT is not responsible for the actions of the CITY'S contractor to perform the construction of the improvements covered under this Agreement.

D. Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of this responsibility and liability of CONSULTANT, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONSULTANT, its employees, contractor, agents and consultants.

IX. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

CONSULTANT agrees that it is an independent contractor and not an agent of the CITY, and that CONSULTANT is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONSULTANT'S employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONSULTANT further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONSULTANT.

X. INDEMNIFICATION FOR PERFORMANCE

CONSULTANT shall defend and indemnify Indemnitees against and hold CITY and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONSULTANT in performing this Agreement.

XI. ASSIGNMENT

CONSULTANT shall not assign or sublet this Agreement or any part thereof, without the written consent of CITY. Sale of more than fifty percent (50%) ownership of CONSULTANT shall be construed as an assignment.

XII. APPLICABLE LAWS

CONSULTANT shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes, including the Americans With Disabilities Act, relating or applicable to services to be performed under this Agreement.

This Agreement is performable in the State of Texas and shall be governed by the laws of the State of Texas. Venue on any suit hereunder shall be in Comal County, Texas.

XIII. DEFAULT OF CONSULTANT

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubmitting to others. In either event, the CONSULTANT shall be liable for all costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be deducted and paid by the owner out of such monies as may be due or that may thereafter become due to CONSULTANT under and by virtue of this Agreement.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the CONSULTANT.

XIV. ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by CONSULTANT without a written agreement with CITY prior to the performance of such services.

XV. EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon execution of the contract by and between CONSULTANT and CITY.

XVI. AGREEMENT AMENDMENTS

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

XVII. GENDER AND NUMBER

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely.

XVIII. COMPLETE CONTRACT

This Agreement, including the Exhibits itemized below, constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

Exhibit "A" Scope of Services
 Exhibit "B" Payment Schedule
 Exhibit "C" Completion Schedule
 Exhibit "D" Hourly Fee Schedule
 Exhibit "E" Hourly Fee Breakdown
 Exhibit "F" Vendor Certification

XIX. NOTICES AND AUTHORITY

A. The CONSULTANT agrees to send all notices required under this Agreement to the City Manager of the City of New Braunfels, or his designee, at 550 Landa Street, New Braunfels, Texas 78130. The CONSULTANT understands that only the City Manager or his designee has the authority to represent the CITY or bind the CITY under this Agreement.

B. The CITY agrees to send all notices required under this Agreement to the CONSULTANT at:

LUCK Design Team, LLC

BY: Brent Luck
 TITLE: President
 ADDRESS: 9600 Escarpment Blvd., Suite 745-4
 Austin, Texas 78749

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

OWNER
THE CITY OF NEW BRAUNFELS

CONSULTANT
LUCK Design Team, LLC



BY: _____

BY: _____

TITLE: CITY MANAGER

TITLE: President

ADDRESS:
550 Landa Street
New Braunfels, TX 78130

ADDRESS:
9600 Escarpment Blvd., Suite 745-4
Austin, Texas 78749

EXHIBIT A ARCHITECTURAL SCOPE OF SERVICES

Schematic Design and Preliminary Construction Documents Preparation for the City of New Braunfels Callen's Castle All Ability Park Improvements

I. SCOPE OF SERVICES –PHASE 1 – SUMMARY OF NEEDS STUDY

A. Kick off Meeting/Programming Workshop

In collaboration with City Staff, the Consultant shall host a Project Kick-off Workshop to establish project Goals with the key project stakeholders. In collaboration with City Staff, the Consultant shall engage in the programming workshop to develop and refine a building space/use program for the “full program” build-out scenario and present the program to project stakeholders. At the workshop the Consultant will review and discuss the existing master plan of the Callen's Castle All Abilities Park developed in 2015 with City Staff and review program goals and park amenities currently programmed for the park. The end product will be a confirmation of the program amenities desired within the park and the modification of any elements that the City desires.

B. Civil Assessment

The Consultant will provide Civil Assessment of site based on existing conditions of the site with respect to (but not limited to) the following:

- Zoning / Impervious Cover / Min Lot / Height / Use / Density / Setbacks
- Tree or Other Special Environmental Ordinances
- Platting/Permitting/Site Plan requirements
- Roadway/Access issues
- Traffic Impact Analysis Worksheet
- Utilities (Water, Wastewater, Electrical, Gas)
- Applicable Impact Fees
- General Soil considerations
- Watershed, Floodplain and Recharge Zone issues
- Storm Water Detention and Quality
- Special Architecture, Lighting and Signage requirements
- Landscaping & Screening requirements
- Historical Designations or Other Overlays

If required by TxDOT the Consultant will provide a detailed traffic impact analysis study of the appropriate level. This will assist in determining possible improvements to TxDOT facilities for providing access to the project site.

C. Permitting and Code Reviews

After context of the project site is understood, the design team will review applicable permitting and code requirements for all City, State, and Federal entities having jurisdiction.

D. Community Meeting #1

After context of the project site is understood, the design team will facilitate a meeting with City Staff, key stakeholders and community residents in a public meeting. The purpose of this first public meeting will be to review the master plan process and plan for the park developed in 2015, hear concerns, expectations and new ideas for the All Abilities Park improvements, discuss the context of the project site and to provide participants with a timeline for the development of the schematic plan and project.

E. Compilation of Summary of Needs Study

After Tasks 1A-1E above is complete the Consultant will provide the City with a “Summary of Needs Study” to capture and document the findings and information gathered in a concise format for the City’s review and approval.

II. SCOPE OF SERVICES –PHASE 2 – CONCEPTUAL DESIGN

A. Concept Sketches

Based on the workshops, public meeting, and City approved Summary of Needs Study, the Consultant shall prepare and present the following for the City’s approval:

- One (1) Concept Sketch – rough, diagrammatic drawings of the site and architectural design, including parking. Since the City already has a City Council approved master plan for the park, the intent of the sketch will be to incorporate any changes to the existing master plan that are needed or desired as a result of the City Staff comment, comments from the public meetings or any change desired or required based on site information acquired during the development of the Summary of Needs Study.
- Photos of architectural/program precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.
- Conceptual floor plan and elevation design sketches for the anticipated buildings associated with the park site will be provided by the Consultant for City Staff review. The three anticipated buildings are:

- New Concession and Restroom Facility for the Callen's Castle All Abilities Park;
- New Family Restrooms and Single Restroom for Trail Users;
- The City - New Braunfels in Miniature (Note: per discussions with City Staff, general layout and building types for City in Miniature buildings will be provided for review to City Staff for review.)

B. Concept Design

Based upon the City's approval of a Concept Sketch direction, the Consultant shall prepare and present for the City's approval the following:

- Concept Design solutions of the project in a more refined manner than the Concept Sketches.
- Using some combination of study models, perspective sketches, and/or digital modeling, describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.
- General floor plans and rendered elevations of the proposed buildings for the park site to convey the design intent and feel the project requirements dictate. The conceptual package will consist of both two and three dimensional color renderings.
- Conceptual foundation layouts and or retaining wall designs
- Conceptual site lighting and electrical plan
- Conceptual Cost Estimates for the alternative Concept Design solutions, including relative costs of systems.

C. Community Meeting #2

As a final step of the Conceptual Design Phase, the design team will present the revised Concept Design solution to the public at a joint meeting with the New Braunfels Parks and Recreation Advisory Board. The Concept Design will be presented with possible phasing plans, a combination of photographs/materials cut sheets of proposed amenities and a schedule with the next steps for the development project will be discussed. The purpose of this meeting is to ensure that City Staff and City resident consensus is reached regarding the revised Concept Design solution for the Callen's Castle All Abilities Park.

III. SCOPE OF SERVICES –PHASE 3 – SCHEMATIC DESIGN

A. Schematic Design

Based upon the City's selection of a Final Conceptual Design, the consultant will prepare Schematic Plans (30% completion of construction document preparation) for the City of New Braunfels Callen's Castle All Abilities Park Improvements. The plans will illustrate general locations, sizes and relationships of improvements, materials and forms of construction, and proposed equipment for use in development of the park facilities. These will be shown within context of the site. Schematic Design Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables, related services and activities:

- Schematic site and building Plan Drawings which illustrate all components of the Project including the size, scale, location, dimensions, and character of the structures, and parking.
- Schematic Elevation and Section Drawings which illustrate the spatial relationships, construction, materials and exterior character of the Project.
- Refined and developed study models, perspective sketches, and/or digital models.
- Schematic drawings and specifications illustrating and describing the architectural and structural components of the Project. Schematic documents will consist of dimensioned floor plans and elevations to represent actual shape and size of each structure. The type of construction will be identified along with exterior materials proposed in the design. The Schematic package will consist of scaled dimensioned floor plans and elevations along with corresponding interior reflected ceiling plans and roof plans.
- Written description of all materials, components, and systems (Civil, Structural, Electrical, and Mechanical) to be incorporated into the Project.
- Any other documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
- Project Construction Phasing Plan, illustrating the Construction phases required to achieve the Master Plan vision for the project.
- Updated Program reflecting sizes of all spaces.
- Updated Code Review for Schematic Design.
- The Consultant shall present the Schematic Design deliverables to the City and shall incorporate any changes requested by the City regarding the Schematic Design or the requirements of the Project.
- The Consultant team shall participate in conference call meetings and meetings in person as determined as necessary by the City.

- In addition, the Consultant shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall prepare presentations and represent the City in presenting as necessary to achieve final plan review and approval.

B. SCHEMATIC DESIGN ESTIMATE OF PROBABLE COSTS

The consultant will provide the City with a preliminary opinion of probable construction costs for the site improvements at the Schematic Design stage. The consultant will prepare an opinion of probable construction costs for improvements and review schematic plans with staff and document their comments for use during preparation of design development plans and presentation to the Bond Advisory Committee. The Schematic Design Cost Estimate will be broken down by proposed Construction Sequences, for the Master Plan vision for the project (all phases), including potential operations and maintenance costs.

II. CITY RESPONSIBILITIES AND PROJECT ASSUMPTIONS

The tract of land designated for the Callen's Castle All Abilities Park is approximately 3.66 acres is located along the west side of FM 1044, south of the Real Life Church property line in New Braunfels, Texas.

No design development plans (60% construction document completion), 100% construction document plans, regulatory permitting, bidding and construction administration construction phase surveying services are included in this scope of services.

We understand that the site is not located over the Edwards's Aquifer Recharge/Transition/Contributing Zone; therefore, a Water Pollution Abatement Plan (WPAP) will not need to be prepared or submitted to the Texas Commission on Environmental Quality (TCEQ) for review in this scope of services.

Our understanding is that the project does not have any Planned Development District (PDD) restrictions for parks.

**EXHIBIT B
PAYMENT SCHEDULE**

*Schematic Design and Preliminary Construction Documents Preparation for the City of New Braunfels Callen's
Castle All Ability Park Improvements*

For all professional engineering services included in EXHIBIT A, Scope of Services, the CITY agrees to pay the ENGINEER on a lump sum basis. The total amount of the Contract shall not be exceeded without a modification to this Agreement.

**WORK STAGE SUBMITTAL
OR COMPLETION**

TOTAL

I. SCOPE OF SERVICES –PHASE 1 – SUMMARY OF NEEDS STUDY		
A. Kick off Meeting/Programming Workshop	Lump Sum	\$2,980
B. Civil Assessment	Lump Sum	\$3,550
C. Permitting and Code Reviews	Lump Sum	\$1,520
D. Community Meeting #1	Lump Sum	\$2,420
E. Compilation of Summary of Needs Study	Lump Sum	\$4,255
	Total Fee:	\$14,725

II. SCOPE OF SERVICES – PHASE 2 – CONCEPTUAL DESIGN		
A. Concept Sketches	Lump Sum	\$10,090
B. Concept Design	Lump Sum	\$15,940
C. Community Meeting #2	Lump Sum	\$2,420
	Total Fee:	\$28,450

III. SCOPE OF SERVICES – PHASE 3 – SCHEMATIC DESIGN		
A. Schematic Design	Lump Sum	\$37,000
B. Schematic Design Estimate of Probable Costs	Lump Sum	\$6,840
	Total Fee:	\$43,840

TOTAL PROFESSIONAL FEES OF PHASES 1, 2 &3 \$87,015.00

REINBURSABLE EXPENSE ALLOWANCE \$2,000.00

TOTAL CONTRACT FEE \$89,015.00

EXHIBIT C
COMPLETION SCHEDULE

*Schematic Design and Preliminary Construction Documents Preparation for the City of New Braunfels Callen's
Castle All Ability Park Improvements*

<u>ACTIVITY OR SUBMITTAL</u>	<u>COMPLETION DATE</u>
1. Notice to Proceed	Anticipated Week of June 11, 2018
2. Kick Off Meeting	Anticipated Week of June 18, 2018
3. Civil Assessment	June 18- July 6 th (3 weeks)
4. Permitting Code Review	June 18- July 6 th (3 weeks)
5. Community Meeting #1	Anticipated Week of June 25, 2018
6. Compilation of Summary Needs Study	July 16- July 20 th (1 week)
7. Concept Sketches	June 18- June 29 th (2 weeks)
8. Concept Design	July 2- July 13 th (2 weeks)
9. Community Meeting #2	Anticipated Week of July 23, 2018
10. Schematic Design	July 30-August 24 th (4 weeks)
11. Schematic Design Estimate of Probable Costs	August 27- August 31 st (1 week)
12. Project Completion	August 31, 2018

EXHIBIT D
HOURLY FEE SCHEDULE

*Schematic Design and Preliminary Construction Documents Preparation for the City of New Braunfels Callen's
Castle All Ability Park Improvements*

SCHEDULE OF FEES (RATES PER HOUR):

LUCK Design Team, LLC

Project Manager	\$125.00
Landscape Architect	\$125.00
Landscape Designer	\$90.00
CADD Technician	\$80.00
Clerical	\$60.00

M&S ENGINEERING, INC

Principal Engineer III	\$210.00
Principal Engineer II	\$200.00
Principal Engineer I	\$190.00
Senior Engineer IV/RPLS IV	\$180.00
Senior Engineer III/RPLS III	\$175.00
Senior Engineer II/RPLS II	\$170.00
Senior Engineer I/RPLS I	\$165.00
Project Engineer V	\$160.00
Project Engineer 1V	\$155.00
Project Engineer III	\$150.00
Project Engineer II	\$145.00
Project Engineer I	\$135.00
Technical Specialist IV	\$155.00
Technical Specialist III	\$145.00
Technical Specialist II	\$135.00
Technical Specialist I	\$125.00
Graduate Engineer / EIT IV	\$130.00
Graduate Engineer / EIT III	\$120.00
Graduate Engineer / EIT II	\$110.00
Graduate Engineer / EIT I	\$100.00
Project Manager IV	\$180.00
Project Manager III	\$170.00
Project Manager II	\$160.00
Project Manager I	\$150.00
Senior Technician IV	\$120.00
Senior Technician III	\$115.00
Senior Technician II	\$110.00
Senior Technician I	\$105.00
Project Technician V	\$100.00
Project Technician IV	\$95.00
Project Technician III	\$90.00
Project Technician II	\$85.00

Project Technician I	\$80.00
Technician IV	\$75.00
Technician III	\$70.00
Technician II	\$65.00
Technician I	\$60.00
1 Man Survey Crew	\$110.00
2 Man Survey Crew	\$155.00
3 Man Survey Crew	\$175.00
Senior CAD Operator II	\$85.00
Senior CAD Operator I	\$80.00
CAD Operator II	\$75.00
CAD Operator I	\$70.00
Administrative III	\$80.00
Administrative II	\$75.00
Administrative I	\$65.00
Software Level II	\$20.00
Software Level I	\$10.00

POWERS GOOLSBY ARCHITECTS

Principal Architect	\$140.00
Graduate Architect	\$80.00
Clerical	\$35.00

SANDRA GIDDENS / LISA MADDOX

Occupational Therapist Assistant	\$40.00
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Architecture
Planning
Interior Design
Preservation

1138 East Commerce Street
San Antonio, Texas 78205
210.226.1246 | 210.226.6482
fpcarch.com | marketing@fpcarch.com

Principals:

O'Neil Ford, FAIA (1905-1982)
Chris Carson, FAIA
Carolyn Peterson, FAIA
John Gutzler, ASID, IIDA
John Mize, AIA, LEED AP
Rachel Wright, AIA, LEED GA
Adam Reed, AIA, LEED AP

Senior Associates:

Gary Coombs, AIA
Yu-Long Yang, AIA
Viola Lopez, AIA
Hector Machado, AIA
Michelle G. Rios, RID

Associates:

Allison Chambers, AIA, LEED AP
Laura Elvia Hall, LEED AP
Oscar Reyes, AIA
Celeste Taylor, RID

May 22, 2018
Revised May 29, 2018

VIA: E-MAIL & 1ST CLASS MAIL

JGATES@nbTexas.org

Ms. Jennifer Gates
Buyer | Finance
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

re: *Dry Comal Creek Trail
Proposal for Services*

Dear Ms. Gates:

We are pleased to submit the following information as requested in your letter dated May 17, 2018:

- Detailed Scope of Services
- Itemized Cost Proposal
- Hourly Billing Rates

Project Description

The Dry Comal Creek Trail Project is envisioned as a linear trail park that will connect neighborhoods with local destinations, existing and future trails and provide recreational opportunities for residents and visitors alike. The trail will be approximately 6 miles in length when complete.

We understand that Phases 1 and 2 are to be completed and submitted to the City of New Braunfels by September 12, 2018, with award of the contract by the New Braunfels City Council anticipated on June 11, 2018.

The design standards to be used shall include:

- the City of New Braunfels Design Guidelines,
- the TxDOT Roadway Design Manual and Bridge Design Guidelines,
- TxDOT Hydraulic Design Manual,
- Highway Capacity Manual,
- the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book),
- AASHTO Guide for the Development of Bike Facilities,
- AASHTO Guidelines for Geometric Design of Very Low-Volume Roads (ADTs 400),
- AASHTO LRFD Bridge Design Specifications,
- Texas Manual on Uniform Traffic Control Devices (TMUTCD),
- the Texas Accessibility Standards,
- San Antonio River Basin Regional Modeling Standards for Hydrology and Hydraulic Models,
- Bexar County Technical Memorandum IDF Curves,

Ms. Jennifer Gates
 City of New Braunfels
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Revised May 29, 2018
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- The Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost-effective design.

Scope of Services

In general, the scope of services for the initial phases of this Project will evaluate available neighborhood/public access points, evaluate available parking areas, locate and evaluate potential low water crossings, and estimate locations of potential retaining walls and estimate height.

Project Management and Administration

- Develop fee proposals to include anticipated reimbursable expenses for Phase 1: Summary of Needs Study and Phase 2: Conceptual Design.
- Negotiate and finalize an Agreement for Professional Design Services
- Prepare and submit monthly invoices for professional services
- Attend progress review meetings with City staff (assume 4 meetings)

Phase 1 – Summary of Needs Study

Task 1: Project Kick-Off Workshop

- Gather available base mapping information
- Prepare graphics and exhibits for initial meeting
- Attend and facilitate one (1) Workshop with City of New Braunfels staff
- Prepare and distribute Minutes of the Workshop

Task 2 Programming

- Develop and refine the project scope
- Develop and refine a site use program
- Develop a preliminary project schedule, including review periods by City of New Braunfels staff
- Prepare/refine additional graphics for one (1) Programming Workshop
- Attend and facilitate the Programming Workshop with City Staff
- Prepare and distribute Minutes of the Workshop

Task 3: Summary of Applicable Codes

- Identify the applicable codes governing the project (Texas Accessibility Standards, AASHTO, IBC, etc.)

Task 4: Survey of Physical Improvements

Using the 2011 FEMA LIDAR aerial survey data for Comal/Guadalupe County, establish control, topographic information and assumed ROW

Task 5: Civil Assessment

Provide Civil Assessment of, and evaluate the available information as needed to the complete Phase 2 – Conceptual Design.

Task 6: Environmental Studies

Ms. Jennifer Gates
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- Archaeological Desktop Study and USACE/THC Coordination
- Phase 1 ESA and Karst Feature Reconnaissance
- Natural Resource Evaluation

Task 7: Summary of Required Permitting

- USACE 404, Waters of the U.S. required permitting
- Texas Commission on Environmental Quality
- National Environmental Policy Act
- National Historic Preservation Act
- Identify anticipated time for permit application review and approval

Task 8: Community Meetings

- Facilitate and participate in one (1) community meetings to present the goals of the project and obtain stakeholder input.
- Prepare graphics and other exhibits for meetings
- Document stakeholder comments.

Phase 1 Deliverable: A report, in .pdf format, summarizing the results of Phase 1, including any applicable drawings, sketches, cost estimates, meeting minutes, exhibits and reports.

Phase 2 – Conceptual Design

Task 1: Develop a maximum of two (2) Alternative Concepts based on the outcome of the Workshops held in the Summary of Needs Study. Provide photos of Architectural precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.

Specific tasks include:

1. Develop typical cross-section and anticipated right-of-way width.
2. Evaluate current trail alignment and evaluate location of trail with regards to interaction with the creek and tie-ins to access points.
3. Review and recommend trail construction material.
4. Review current alignment and consider potential right-of-way acquisitions per the Comal Appraisal District line work.
5. Preliminary site evaluation.
6. Obtain available LiDAR from TNRIS for the project corridor.
7. Obtain utility information readily available from the utility purveyors in the area.
8. Prepare proposed Conceptual Civil Design, with Plan and Profile based upon existing 2011 LiDAR (*Shifted from Phase 3 – Schematic Design in the original Proposal*).
9. Develop concepts for Environmental Graphics program to include directional and wayfinding signage (*Shifted from Phase 3 – Schematic Design in the original Proposal*).

Ms. Jennifer Gates
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Task 2: Develop Conceptual Cost Estimates for the for the alternative Conceptual Design solutions, including ROW acquisitions.

Phase 2 Deliverable: Drawings and exhibits, in .pdf format, including a roll plot of the conceptual design, other Concept Design drawings as necessary, meeting minutes, reports, 3D renderings and cost estimates.

Services Not Included in the Scope of Work for Phases 1 and 2, but can be provided as Additional Services if requested:

- "On the ground" physical land survey (topographical, utilities, easements, boundary).
- Agency review & permitting fees
- Design assistance with utility adjustments other than those required for trail or amenity installation
- Right-of-Way and easement acquisition or assistance in acquisition
- Additional public meetings beyond those included in the scope of services.
- Assistance to the City of New Braunfels as an expert witness in any litigation with third parties arising from the development or construction of the project.
- NEPA Compliance – TxDot Categorical Exclusion
- Archaeological Pedestrian Survey
- Section 404 Nationwide Permit PCN
- Geotechnical investigations and reports

Client Responsibilities

- Assist, where needed, with gathering information from other governmental agencies
- Provide review comments on submittals and approvals in a timely fashion.
- For Workshops and Public Meetings, arrange logistics for venues, providing advertising and notices of meetings to stakeholders and the community (developing databases, website postings, mailings, social media, signs, etc.)

The Cost Proposal and Hourly Billing Rates for FPC/Workshop and all Consultants are attached as Exhibits A and B.

Please let me know if there are any questions. We look forward to working with you and the City of New Braunfels on the Dry Comal Creek Hike & Bike Trail project.

Ms. Jennifer Gates
City of New Braunfels
May 22, 2018
Revised May 29, 2018
Page 5 of 5

Sincerely,

A handwritten signature in black ink that reads "John Mize". The signature is written in a cursive, flowing style.

John Mize
President and Chief Operating Officer

attachments:

- Exhibit A – Itemized Cost Proposal
- Exhibit B – Hourly Billing Rates

EXHIBIT A - ITEMIZED COST PROPOSAL

Project Management & Administration	Total Fees - PM & Administration	\$42,931
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Phase 1: Summary of Needs Study

Task 1: Project Kick-Off Workshop
 Task 2: Programming
 Task 3: Summary of Governing Codes
 Task 4: Survey (*FEMA 2011 Comal County Aerial Survey*)
 Task 5: Civil Assessment
 Task 6: Environmental Studies
 Task 7: Summary of Permitting Permitting
 Task 8: Community Meeting
 Task 9: Determine Land (ROW) Acquisition Needs

Total - All Fees Phase 1	\$72,918
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Phase 2: Conceptual Design

Task 1: Alternative Concept Sketches & Architectural Precedents

- 1.1 Develop typical cross-section and anticipated right-of-way width
 - Evaluate the current trail alignment & location of trail with regards to interaction with the creek
- 1.2 and tie-ins to access points
- 1.3 Review and recommend trail construction material
 - Review current alignment and consider potential right-of-way acquisitions per the Comal
- 1.4 Appraisal District line work.
- 1.5 Preliminary site evaluation
- 1.6 Obtain available LiDAR from TNRIS for the project corridor.
- 1.7 Obtain utility information readily available from the utility purveyors in the area.
 - Prepare proposed Conceptual Civil Design, with Plan and Profile based upon existing 2011
- 1.8 LiDAR.
 - Develop concepts for Environmental Graphics program to include directional and wayfinding
- 1.9 signage.

Task 3: Conceptual Cost Estimate

Total All Fees Phase 2	\$117,719
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Total Fees Phases 1 & 2	\$190,637
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Total All Fees (<i>including PM & Admin</i>)	\$233,568
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EXHIBIT B – HOURLY BILLING RATES

Ford, Powell & Carson, Inc. (Architect)

Principal-in-Charge	\$207.77
Project Manager	\$126.95
Designer I	\$98.19
Designer II, Visualization	\$80.58
Administrative	

Work5Hop (Associated Architect)

Principals	\$150.00
Intern Architect	\$100.00

TBG Partners (Landscape Architecture)

Principal – Landscape	\$160.00
Senior Associate/Project Manager	\$95.00
Designer I	\$75.00
Principal – Environmental Graphics	\$140.00
Associate – Environmental Graphics	\$95.00

Pape-Dawson Engineers, Inc. (Civil Engineering, Surveying & Hydraulics/Hydrology)

Senior Vice President	\$250.00
Vice President	\$230.00
Senior Project Manager	\$195.00
Senior Project Engineer	\$160.00
EIT	\$115.00
CAD/GIS Technician	\$100.00
Clerical	\$70.00

Raba Kistner (Archaeology/Cultural Resources, Environmental/Geotechnical)

Senior Environmental Planner	\$170.00
Senior Geologist	\$170.00
Senior Project Manager – NEPA/NR	\$130.00
Hazmat Project Manager	\$115.00
Environmental Geologist	\$90.00
Archaeological Principal Investigator	\$105.00
Environmental Scientist	\$95.00
GIS Analyst	\$91.00
Project Archaeologist	\$91.00
Business Manager	\$88.00
Field/Lab Technician	\$85.00
Clerical/Technical Editor	\$75.00
CADD Technician	\$74.00

Project Cost Resources (Cost Estimating)

Principal	\$190.00
Cost Manager	\$145.00
Senior Estimator	\$135.00
Estimator	\$70.00



May 22, 2018

Professional Services Proposal

**City of New Braunfels, Texas
Conceptual Design for New Fire Station No. 2**

ATTN: Barbara Coleman, Purchasing Manager | Finance

City Hall
550 Landa Street
New Braunfels, Texas 78130

BRW Architects is pleased to submit this proposal for architectural planning services to develop a Conceptual Design for the City of New Braunfels for Fire Station No. 2.

The project scope, scope of services, project schedule, and compensation are described below:

Project Scope and Services

The Purpose of the Conceptual Design services will be to determine the appropriate building size, facility improvements, and budgets to optimize operations for the fire department by decompressing their current situation in their current facilities.

The Conceptual Design services shall start by comparing current operational and space needs with existing facilities. The Study will analyze ten to twenty years of long term space needs for building and facility planning. BRW will then develop, prioritize and budget options to build a new facility that align with funding source.

Comprehensive Facilities Study includes the following:

3.3. PRELIMINARY DESIGN:

- Phase 1: Summary of Needs Study
- Phase 2: Conceptual Design
- Phase 3: Schematic Design
- Cost Estimation Services

Phase 1 – Summary of Needs Study:

Objective: The Summary of Needs Study shall establish and address the requirements, goals and the constraints for this project.

Deliverables: The Summary of Needs Study shall include, but not be limited to, the following deliverables, related services and activities:

- Project Kick-Off Workshop: In collaboration with City Staff, BRW Architects will host a Project Kick-off Workshop to establish project Goals with the key project stakeholders.
- Programming: In collaboration with City Staff, BRW Architects will engage in a programming workshop to:

- Develop and refine a building space/use program, including sizing of utility spaces, for the “full program” build-out scenario.
- Develop and refine a site use program.
- Present the Program to project stakeholders.
- Code Reviews: All designs will comply with all City, State and Federal Guidelines, Standards, Ordinances and Codes.
- Geotechnical Study; BRW Architects will provide a thorough Geotechnical Study and Report for the proposed Building and Parking site, including Structural/foundation design recommendations.
- Site Survey: BRW Architects will provide a Site Survey if the City does not currently have one.
- Civil Assessment: The Consultant shall provide a Civil Assessment of the site based on existing information and information obtained as part of the Summary of Needs Study.
- Environmental Studies: The consultant shall identify the potential of environment concerns and review known environmental issues such as potential contamination, historical districts, archeological sites, endangered species habitat area, tree protection and projects over the Edwards Aquifer recharge zone(s); provide a Phase I as deemed necessary by the City.
- Permitting: BRW Architects will identify, and review known or potential permitting issues including, but not limited to, USACE404 under the Clean Water Act, National Environmental Policy Act (NEPA), National Historic Preservation Act, WPAP, etc. and the anticipated duration for submittal and the approval of applicable permits; Community Meetings: BRW Architects will participate in any Community Meetings conducted during the Summary of Needs Study.
- Identify potential funding sources/partners for the project.

The City of New Braunfels will make available to BRW Architects any readily available existing conditions data, drawings and related information it has for the project. Data, documents and related information will likely consist of varying electronic and paper format.

It will be the responsibility of BRW Architects to obtain any additional information necessary for the full and proper execution of this work. The cost for all BRW Architects required will be borne by BRW Architects and included in the Fee.

BRW Architects will participate in conference call meetings, and meetings in person as determined as necessary by the City.

After all review and approval requirements for the Summary of Needs Study have been met, and incorporation of any changes requested by the City, the City shall authorize BRW Architects in writing to commence Conceptual Design.

Phase 2 – Conceptual Design:

Objective: The primary objective of the Conceptual Design Phase is to ensure that multiple options have been explored, reviewed and analyzed.

Deliverables: Based on the approved Summary of Needs Study, the Conceptual Design Phase will include, but not be limited to, the following deliverables, related services and activities:

- Concept Sketches: based upon the outcome of the Workshops held in the Summary of Needs Study, the Architect shall prepare and present for the City’s approval, without limitation, the following:
- Two (2) Alternative Concept Sketches – rough, diagrammatic drawings of the site and architectural design, including parking.
 - Photos of architectural/program precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.
 -

Concept Design: based upon the City's selection of a Concept Sketch direction, the Architect will prepare and present for the City's approval, without limitation, the following:

- Alternative Concept Design solutions of the project in a more refined manner than the Concept Sketches.
- Using some combination of study models, perspective sketches, and/or digital modeling, describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.
- Conceptual Cost Estimates for the alternative Concept Design solutions, including relative costs of systems.

After all review and approval requirements for Conceptual Design have been met, and incorporation of any changes ordered by the City, the City will authorize BRW Architects in writing to commence Schematic Design.

Phase 3 – Schematic Design:

Objective: The primary objective of the Schematic Design Phase is to define the site and building relationships, character, and layout and establish the project scope within the requirements of the Project.

Deliverables: Based upon the City's selection of a Final Conceptual Design, the Schematic Design Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables, related services and activities:

- Schematic Site and building Plan Drawings (Floor Plans, Roof Plan, etc.) which illustrate all components of the Project including the size, scale, location, dimensions, and character of the structure, and parking.
- Schematic Elevation and Section Drawings which illustrate the spatial relationships, construction, materials and exterior character of the Project.
- Refined and developed study models, perspective sketches, and/or digital models.
- Schematic drawings and specifications illustrating and describing the architectural and structural components of the Project.
- Written description of all materials, components, and systems (Civil, Structural, Electrical, and Mechanical) to be incorporated into the Project.
- Any other documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
- Project Construction Phasing Plan, illustrating the Construction phases required to achieve the Master Plan vision for the project.
- Updated Program reflecting sizes of all spaces.
- Schematic Design Cost Estimate broken down by proposed Construction Sequences, for the Master Plan vision for the project (all phases) including potential operations and maintenance costs.
- Determine costs for the temporary housing of the staff/equipment during construction.
- Community Meetings: Prepare materials for and participate in any Community Meetings conducted during Schematic Design.
- Updated Code Review for Schematic Design.

BRW Architects will present the Schematic Design deliverables to the City and will incorporate any changes requested by the City regarding the Schematic Design or the requirements of the Project. BRW Architects will participate in conference call meetings and meetings in person as determined as necessary by the City.

In addition, the Consultant shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall prepare presentations and represent the City in presenting as necessary to achieve final plan review and approval.

OWNER RESPONSIBILITIES

- A. The Owner will provide the Architect with all available information to support the project, including:
 - Department organization charts.
 - Site zoning, boundaries, easements, setbacks, utilities.
- B. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- C. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- D. The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants.

SCOPE OF ARCHITECT'S BASIC SERVICES

- A. The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
- B. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
- C. As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's or Owner's Representative approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the Completion of the Work.

ADDITIONAL SERVICES

- A. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. Additional Services will be negotiated on a lump sum basis.
- B. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization.
- C. If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

COST OF THE WORK

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

TERMINATION OR SUSPENSION

- A. If the Owner fails to make payments to the Architect in accordance with this Agreement, without reasonable justification, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.
- B. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- C. The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be governed by the law-of the State of Texas.
- B. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- C. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- D. This letter of agreement constitutes the agreement between all parties. No modifications will be made unless approved by all parties.
- E. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction of Comal County.

PROJECT SCHEDULE:

We anticipate the Schematic design of all three phases to be completed by **September 12th, 2018** upon notice to proceed from the City of New Braunfels the first week in June.

COMPENSATION

- A. Payment for Architectural services is not to exceed an amount of **\$110,800** to be invoices monthly based on the percentage of the hourly not to exceed amount projected.
- B. Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as stated below.

COST BREAKDOWN

A. Phase I – for Needs Study

Kick off meeting	\$600
Building Programming and documentation	\$8,400

Site Use Program	\$1,600
Code Reviews	\$1,200
Geotechnical Study *	\$7,000
Site Survey for 3 acres including topo, property, utilities, trees	\$9,000
Civil Engineering for conceptual design for the site	\$5,000
Environmental phase I Study of the site *	\$6,000
Permitting coordination and research *	\$600
Community Meetings	\$1,200
Research Potential Funding sources	\$600
SUBTOTAL	\$41,200
REVISED SUBTOTAL 05/29/18	\$35,200

B. Phase II – for Conceptual Design

Conceptual Sketches	\$2,400
Conceptual Designs	\$7,200
Cost Estimates	\$1,600
SUBTOTAL	\$11,200

C. Phase III – for Schematic Design

Architectural Site Plan, landscape Plan	\$4,800
Floor plans, furniture plans, roof plans, interior materials	\$12,200
Elevations, Building sections, exterior materials	\$10,600
3D Renderings and Images	\$4,800
Conceptual materials, systems, and equipment book *	\$2,400
Revising program and code research	\$1,200
Cost estimates	\$3,200
Community Meetings	\$1,200
Civil Engineering - detention size, paving sizes, utility locations *	\$8,400
Structural Engineering - foundation type and framing type	\$4,800
Mechanical Engineering - system type and location	\$4,800
SUBTOTAL	\$58,400

Total \$110,800
REVISED TOTAL \$104,800

Note:

Items with * may not be required during schematic design for a detailed cost estimate of the new buildings but would be required in future phases.

- C. The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

• Site Principal	\$190.00/hour
• Director	\$180.00/hour
• Project Manager	\$160.00/hour
• Project Architect	\$140.00/hour
• Architect	\$120.00/hour
• Intern Architect I	\$90.00/hour
• Intern Architect II	\$75.00/hour
• Admin	\$60.00/hour

- D. BRW does not anticipate compensation for reimbursable expenses. Travel and other related expenses are figured into the overall fee.

- E. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty days (30) days after the invoice date shall bear interest at the rate of 5% or the maximum rate allowed under Chapter 2251, Texas Government Code.

SCOPE OF THE AGREEMENT

Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Robert Camareno, City Manager
City of New Braunfels

ARCHITECT


(Signature)

Ray W. Holliday, AIA, ASLA, APA, Principal
Brown Reynolds Watford Architects, Inc.



~~May 22, 2018~~

REVISED May 29, 2018

Professional Services Proposal

**City of New Braunfels, Texas
Conceptual Design for New Fire Station No. 3**

ATTN: Barbara Coleman, Purchasing Manager | Finance

City Hall
550 Landa Street
New Braunfels, Texas 78130

BRW Architects is pleased to submit this proposal for architectural planning services to develop a Conceptual Design for the City of New Braunfels for Fire Station No. 3.

The project scope, scope of services, project schedule, and compensation are described below:

Project Scope and Services

The Purpose of the Conceptual Design services will be to determine the appropriate building size, facility improvements, and budgets to optimize operations for the fire department by decompressing their current situation in their current facilities.

The Conceptual Design services shall start by comparing current operational and space needs with existing facilities. The Study will analyze ten to twenty years of long term space needs for building and facility planning. BRW will then develop, prioritize and budget options to build a new facility that align with funding source.

Comprehensive Facilities Study includes the following:

3.3. PRELIMINARY DESIGN:

- Phase 1: Summary of Needs Study
- Phase 2: Conceptual Design
- Phase 3: Schematic Design
- Cost Estimation Services

Phase 1 – Summary of Needs Study:

Objective: The Summary of Needs Study shall establish and address the requirements, goals and the constraints for this project.

Deliverables: The Summary of Needs Study shall include, but not be limited to, the following deliverables, related services and activities:

- Project Kick-Off Workshop: In collaboration with City Staff, BRW Architects will host a Project Kick-off Workshop to establish project Goals with the key project stakeholders.
- Programming: In collaboration with City Staff, BRW Architects will engage in a programming workshop to:

- Develop and refine a building space/use program, including sizing of utility spaces, for the “full program” build-out scenario.
- Develop and refine a site use program.
- Present the Program to project stakeholders.
- Code Reviews: All designs will comply with all City, State and Federal Guidelines, Standards, Ordinances and Codes.
- Geotechnical Study; BRW Architects will provide a thorough Geotechnical Study and Report for the proposed Building and Parking site, including Structural/foundation design recommendations.
- Site Survey: BRW Architects will provide a Site Survey if the City does not currently have one.
- Civil Assessment: The Consultant shall provide a Civil Assessment of the site based on existing information and information obtained as part of the Summary of Needs Study.
- Environmental Studies: The consultant shall identify the potential of environment concerns and review known environmental issues such as potential contamination, historical districts, archeological sites, endangered species habitat area, tree protection and projects over the Edwards Aquifer recharge zone(s); provide a Phase I as deemed necessary by the City.
- Permitting: BRW Architects will identify, and review known or potential permitting issues including, but not limited to, USACE404 under the Clean Water Act, National Environmental Policy Act (NEPA), National Historic Preservation Act, WPAP, etc. and the anticipated duration for submittal and the approval of applicable permits; Community Meetings: BRW Architects will participate in any Community Meetings conducted during the Summary of Needs Study.
- Identify potential funding sources/partners for the project.

The City of New Braunfels will make available to BRW Architects any readily available existing conditions data, drawings and related information it has for the project. Data, documents and related information will likely consist of varying electronic and paper format.

It will be the responsibility of BRW Architects to obtain any additional information necessary for the full and proper execution of this work. The cost for all BRW Architects required will be borne by BRW Architects and included in the Fee.

BRW Architects will participate in conference call meetings, and meetings in person as determined as necessary by the City.

After all review and approval requirements for the Summary of Needs Study have been met, and incorporation of any changes requested by the City, the City shall authorize BRW Architects in writing to commence Conceptual Design.

Phase 2 – Conceptual Design:

Objective: The primary objective of the Conceptual Design Phase is to ensure that multiple options have been explored, reviewed and analyzed.

Deliverables: Based on the approved Summary of Needs Study, the Conceptual Design Phase will include, but not be limited to, the following deliverables, related services and activities:

- Concept Sketches: based upon the outcome of the Workshops held in the Summary of Needs Study, the Architect shall prepare and present for the City’s approval, without limitation, the following:
- Two (2) Alternative Concept Sketches – rough, diagrammatic drawings of the site and architectural design, including parking.
 - Photos of architectural/program precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.
 -

Concept Design: based upon the City's selection of a Concept Sketch direction, the Architect will prepare and present for the City's approval, without limitation, the following:

- Alternative Concept Design solutions of the project in a more refined manner than the Concept Sketches.
- Using some combination of study models, perspective sketches, and/or digital modeling, describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.
- Conceptual Cost Estimates for the alternative Concept Design solutions, including relative costs of systems.

After all review and approval requirements for Conceptual Design have been met, and incorporation of any changes ordered by the City, the City will authorize BRW Architects in writing to commence Schematic Design.

Phase 3 – Schematic Design:

Objective: The primary objective of the Schematic Design Phase is to define the site and building relationships, character, and layout and establish the project scope within the requirements of the Project.

Deliverables: Based upon the City's selection of a Final Conceptual Design, the Schematic Design Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables, related services and activities:

- Schematic Site and building Plan Drawings (Floor Plans, Roof Plan, etc.) which illustrate all components of the Project including the size, scale, location, dimensions, and character of the structure, and parking.
- Schematic Elevation and Section Drawings which illustrate the spatial relationships, construction, materials and exterior character of the Project.
- Refined and developed study models, perspective sketches, and/or digital models.
- Schematic drawings and specifications illustrating and describing the architectural and structural components of the Project.
- Written description of all materials, components, and systems (Civil, Structural, Electrical, and Mechanical) to be incorporated into the Project.
- Any other documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
- Project Construction Phasing Plan, illustrating the Construction phases required to achieve the Master Plan vision for the project.
- Updated Program reflecting sizes of all spaces.
- Schematic Design Cost Estimate broken down by proposed Construction Sequences, for the Master Plan vision for the project (all phases) including potential operations and maintenance costs.
- Determine costs for the temporary housing of the staff/equipment during construction.
- Community Meetings: Prepare materials for and participate in any Community Meetings conducted during Schematic Design.
- Updated Code Review for Schematic Design.

BRW Architects will present the Schematic Design deliverables to the City and will incorporate any changes requested by the City regarding the Schematic Design or the requirements of the Project. BRW Architects will participate in conference call meetings and meetings in person as determined as necessary by the City.

In addition, the Consultant shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall prepare presentations and represent the City in presenting as necessary to achieve final plan review and approval.

OWNER RESPONSIBILITIES

- A. The Owner will provide the Architect with all available information to support the project, including:
 - Department organization charts.
 - Site zoning, boundaries, easements, setbacks, utilities.
- B. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- C. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- D. The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants.

SCOPE OF ARCHITECT'S BASIC SERVICES

- A. The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
- B. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
- C. As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's or Owner's Representative approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the Completion of the Work.

ADDITIONAL SERVICES

- A. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. Additional Services will be negotiated on a lump sum basis.
- B. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization.
- C. If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

COST OF THE WORK

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

TERMINATION OR SUSPENSION

- A. If the Owner fails to make payments to the Architect in accordance with this Agreement, without reasonable justification, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.
- B. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- C. The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be governed by the law-of the State of Texas.
- B. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- C. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- D. This letter of agreement constitutes the agreement between all parties. No modifications will be made unless approved by all parties.
- E. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction of Comal County.

PROJECT SCHEDULE:

We anticipate the Schematic design of all three phases to be completed by **September 12th, 2018** upon notice to proceed from the City of New Braunfels the first week in June.

COMPENSATION

- A. Payment for Architectural services is not to exceed an amount of **\$72,320** to be invoices monthly based on the percentage of the hourly not to exceed amount projected.
- B. Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as stated below.

COST BREAKDOWN

A. Phase I – for Needs Study

Kick off meeting	\$600
Building Programming and documentation	\$6,800

Site Use Program	\$1,200
Code Reviews	\$1,000
Geotechnical Study *	\$6,000
Site Survey for 2 acres including topo, property, utilities, trees	\$6,400
Civil Engineering for conceptual design for the site	\$4,200
Environmental phase I Study of the site *	\$5,000
Permitting coordination and research *	\$600
Community Meetings	\$1,200
Research Potential Funding sources	\$600
SUBTOTAL	\$33,600
REVISED SUBTOTAL	\$28,600
 B. Phase II – for Conceptual Design	
Conceptual Sketches	\$1,800
Conceptual Designs	\$6,400
Cost Estimates	\$1,200
SUBTOTAL	\$9,400
 C. Phase III – for Schematic Design	
Architectural Site Plan, landscape Plan	\$4,800
Floor plans, furniture plans, roof plans, interior materials	\$9,800
Elevations, Building sections, exterior materials	\$8,400
3D Renderings and Images	\$3,800
Conceptual materials, systems, and equipment book *	\$2,000
Revising program and code research	\$1,200
Cost estimates	\$2,600
Community Meetings	\$1,200
Civil Engineering - detention size, paving sizes, utility locations *	\$6,800
Structural Engineering - foundation type and framing type	\$3,400
Mechanical Engineering - system type and location	\$3,400
SUBTOTAL	\$47,400
<hr/>	
	Total \$90,400
	REVISED TOTAL \$85,400
Reduction for designing 2 stations concurrently	-\$17,080
REVISED SUBTOTAL 05/29/2018	\$68,320

Note:

Items with * may not be required during schematic design for a detailed cost estimate of the new buildings but would be required in future phases.

- C. The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

• Site Principal	\$190.00/hour
• Director	\$180.00/hour
• Project Manager	\$160.00/hour
• Project Architect	\$140.00/hour
• Architect	\$120.00/hour
• Intern Architect I	\$90.00/hour
• Intern Architect II	\$75.00/hour
• Admin	\$60.00/hour

- D. BRW does not anticipate compensation for reimbursable expenses. Travel and other related expenses are figured into the overall fee.
- E. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts

unpaid thirty days (30) days after the invoice date shall bear interest at the rate of 5% or the maximum rate allowed under Chapter 2251, Texas Government Code.

SCOPE OF THE AGREEMENT

Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Robert Camareno, City Manager
City of New Braunfels

ARCHITECT


(Signature)

Ray W. Holliday, AIA, ASLA, APA, Principal
Brown Reynolds Watford Architects, Inc.



~~May 22, 2018~~

REVISED May 29, 2018

Professional Services Proposal

**City of New Braunfels, Texas
Conceptual Design for New Fire Training Facility**

ATTN: Barbara Coleman, Purchasing Manager | Finance

City Hall
550 Landa Street
New Braunfels, Texas 78130

BRW Architects and G² Solutions Group is pleased to submit this proposal for architectural planning services to develop a Conceptual Design for the City of New Braunfels for Fire Training Facility.

The project scope, scope of services, project schedule, and compensation are described below:

Project Scope and Services

The Purpose of the Conceptual Design services will be to determine the appropriate building size, facility improvements, and budgets to optimize operations for the fire department. BRW Architects and G² Solutions Group will provide expertise and support of the highest quality in design and construction for the planned fire training facility that would meet and exceed the expectations of the City of New Braunfels.

This proposal is written as summary of the communications for the teaming together of BRW Architects and G² Solutions Group on this exciting project. If you have any questions or comments regarding this proposal, please feel free to contact me at your earliest convenience to discuss.

Comprehensive Facilities Study includes the following:

3.3. PRELIMINARY DESIGN:

- Phase 1: Summary of Needs Study
- Phase 2: Conceptual Design
- Phase 3: Schematic Design
- Cost Estimation Services

Phase 1 – Summary of Needs Study:

Objective: The Summary of Needs Study shall establish and address the requirements, goals and the constraints for this project.

Deliverables: The Summary of Needs Study shall include, but not be limited to, the following deliverables, related services and activities:

- Project Kick-Off Workshop: In collaboration with City Staff, BRW Architects, and G² Solutions Group will host a Project Kick-off Workshop to establish project Goals with the key project

- stakeholders.
- **Programming:** In collaboration with City Staff, BRW Architects and G² Solutions Group will engage in a programming workshop to:
 - Develop and refine a building space/use program, including sizing of utility spaces, for the “full program” build-out scenario.
 - Develop and refine a site use program.
 - Present the Program to project stakeholders.
 - **Code Reviews:** All designs will comply with all City, State and Federal Guidelines, Standards, Ordinances and Codes.
 - **Geotechnical Study;** BRW Architects and G² Solutions Group will provide a thorough Geotechnical Study and Report for the proposed Building and Parking site, including Structural/foundation design recommendations.
 - **Site Survey:** BRW Architects and G² Solutions Group will provide a Site Survey if the City does not currently have one.
 - **Civil Assessment:** The Consultant shall provide a Civil Assessment of the site based on existing information and information obtained as part of the Summary of Needs Study.
 - **Environmental Studies:** The consultant shall identify the potential of environment concerns and review known environmental issues such as potential contamination, historical districts, archeological sites, endangered species habitat area, tree protection and projects over the Edwards Aquifer recharge zone(s); provide a Phase I as deemed necessary by the City.
 - **Permitting:** BRW Architects and G² Solutions Group will identify, and review known or potential permitting issues including, but not limited to, USACE404 under the Clean Water Act, National Environmental Policy Act (NEPA), National Historic Preservation Act, WPAP, etc. and the anticipated duration for submittal and the approval of applicable permits; **Community Meetings:** BRW Architects and G² Solutions Group will participate in any Community Meetings conducted during the Summary of Needs Study.
 - Identify potential funding sources/partners for the project.

The City of New Braunfels will make available to BRW Architects and G² Solutions Group any readily available existing conditions data, drawings and related information it has for the project. Data, documents and related information will likely consist of varying electronic and paper format.

It will be the responsibility of BRW Architects and G² Solutions Group to obtain any additional information necessary for the full and proper execution of this work. The cost for all BRW Architects and G² Solutions Group required will be borne by the BRW Architects and included in the Fee.

BRW Architects and G² Solutions Group will participate in conference call meetings, and meetings in person as determined as necessary by the City.

After all review and approval requirements for the Summary of Needs Study have been met, and incorporation of any changes requested by the City, the City shall authorize BRW Architects and G² Solutions Group in writing to commence Conceptual Design.

Phase 2 – Conceptual Design:

Objective: The primary objective of the Conceptual Design Phase is to ensure that multiple options have been explored, reviewed and analyzed.

Deliverables: Based on the approved Summary of Needs Study, the Conceptual Design Phase will include, but not be limited to, the following deliverables, related services and activities:

Concept Sketches: based upon the outcome of the Workshops held in the Summary of Needs Study, the Architect shall prepare and present for the City's approval, without limitation, the following:

- Two (2) Alternative Concept Sketches – rough, diagrammatic drawings of the site and architectural design, including parking.
- Photos of architectural/program precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.
-

Concept Design: based upon the City's selection of a Concept Sketch direction, the Architect will prepare and present for the City's approval, without limitation, the following:

- Alternative Concept Design solutions of the project in a more refined manner than the Concept Sketches.
- Using some combination of study models, perspective sketches, and/or digital modeling, describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.
- Conceptual Cost Estimates for the alternative Concept Design solutions, including relative costs of systems.

After all review and approval requirements for Conceptual Design have been met, and incorporation of any changes ordered by the City, the City will authorize BRW Architects G² Solutions Group in writing to commence Schematic Design.

Phase 3 – Schematic Design:

Objective: The primary objective of the Schematic Design Phase is to define the site and building relationships, character, and layout and establish the project scope within the requirements of the Project.

Deliverables: Based upon the City's selection of a Final Conceptual Design, the Schematic Design Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables, related services and activities:

- Schematic Site and building Plan Drawings (Floor Plans, Roof Plan, etc.) which illustrate all components of the Project including the size, scale, location, dimensions, and character of the structure, and parking.
- Schematic Elevation and Section Drawings which illustrate the spatial relationships, construction, materials and exterior character of the Project.
- Refined and developed study models, perspective sketches, and/or digital models.
- Schematic drawings and specifications illustrating and describing the architectural and structural components of the Project.
- Written description of all materials, components, and systems (Civil, Structural, Electrical, and Mechanical) to be incorporated into the Project.
- Any other documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
- Project Construction Phasing Plan, illustrating the Construction phases required to achieve the Master Plan vision for the project.
- Updated Program reflecting sizes of all spaces.
- Schematic Design Cost Estimate broken down by proposed Construction Sequences, for the Master Plan vision for the project (all phases) including potential operations and maintenance costs.
- Determine costs for the temporary housing of the staff/equipment during construction.
- Community Meetings: Prepare materials for and participate in any Community Meetings

- conducted during Schematic Design.
- Updated Code Review for Schematic Design.

BRW Architects and G² Solutions Group will present the Schematic Design deliverables to the City and will incorporate any changes requested by the City regarding the Schematic Design or the requirements of the Project. BRW Architects and G² Solutions Group will participate in conference call meetings and meetings in person as determined as necessary by the City.

In addition, the Consultant shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall prepare presentations and represent the City in presenting as necessary to achieve final plan review and approval.

OWNER RESPONSIBILITIES

- A. The Owner will provide the Architect with all available information to support the project, including:
 - Department organization charts.
 - Site zoning, boundaries, easements, setbacks, utilities.
- B. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- C. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- D. The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants.

SCOPE OF ARCHITECT'S BASIC SERVICES

- A. The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
- B. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
- C. As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's or Owner's Representative approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the Completion of the Work.

ADDITIONAL SERVICES

- A. Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services

shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. Additional Services will be negotiated on a lump sum basis.

- B. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization.
- C. If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

COST OF THE WORK

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

TERMINATION OR SUSPENSION

- A. If the Owner fails to make payments to the Architect in accordance with this Agreement, without reasonable justification, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.
- B. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- C. The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be governed by the law-of the State of Texas.
- B. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- C. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- D. This letter of agreement constitutes the agreement between all parties. No modifications will be made unless approved by all parties.
- E. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction of Comal County.

PROJECT SCHEDULE:

We anticipate the Schematic design of all three phases to be completed by **September 12th, 2018** upon notice to proceed from the City of New Braunfels the first week in June.

COMPENSATION

- A. Payment for Architectural services is not to exceed an amount of **\$95,000** to be invoices monthly

based on the percentage of the hourly not to exceed amount projected.

- B. Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as stated below.

COST BREAKDOWN

A. Phase I – for Needs Study

B. Kick off meeting	\$600
C. Training Tower & Classroom programming and documentation	\$4,400
D. Site Use Program	\$600
E. Code Reviews	\$1,200
F. Geotechnical Study *	\$6,400
G. Site Survey for 3 acres including topo, property, utilities, trees	\$9,000
H. Civil Engineering for conceptual design for the site	\$5,000
I. Environmental phase I Study of the site *	\$5,400
J. Permitting coordination and research *	\$600
K. Community Meetings	\$1,200
L. Research Potential Funding sources	\$600

M. SUBTOTAL **\$35,000**
REVISED SUBTOTAL 5/29/2018 **\$23,200**

N. Phase II – for Conceptual Design

Training Tower Conceptual Design/Sketches	\$6,000
Classroom Building Conceptual Design/Sketches	\$3,000
Cost Estimates	\$1,600
SUBTOTAL	\$10,600

O. Phase III – for Schematic Design

Architectural Site and Circulation Plan	\$4,800
Building Floor plans & Training plans	\$12,200
Elevations and Building sections	\$10,600
3D Renderings and Images	\$4,800
Conceptual materials, systems, and equipment book *	\$2,400
Revising program and code research	\$1,200
Cost estimates	\$3,200
Community Meetings	\$1,200
Civil Engineering - detention size, paving sizes, utility locations *	\$4,200
Structural Engineering - foundation type and framing type	\$2,400
Mechanical Engineering - system type and location	\$2,400
SUBTOTAL	\$49,400

Total \$95,000

Revised Total 5/29/2018 **\$83,200**

Note:

Items with * may not be required during schematic design for a detailed cost estimate of the new buildings but would be required in future phases.

- C. The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

• Site Principal	\$190.00/hour
• Director	\$180.00/hour
• Project Manager	\$160.00/hour
• Project Architect	\$140.00/hour
• Architect	\$120.00/hour
• Intern Architect I	\$90.00/hour

- Intern Architect II \$75.00/hour
- Admin \$60.00/hour

- D. BRW does not anticipate compensation for reimbursable expenses. Travel and other related expenses are figured into the overall fee.
- E. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty days (30) days after the invoice date shall bear interest at the rate of 5% or the maximum rate allowed under Chapter 2251, Texas Government Code.

SCOPE OF THE AGREEMENT

Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Robert Camareno, City Manager
City of New Braunfels

ARCHITECT

(Signature) 

Ray W. Holliday, AIA, ASLA, APA, Principal
Brown Reynolds Watford Architects, Inc.



Innovative approaches
Practical results
Outstanding service

10431 Morado Circle, Suite 300 • Austin, Texas 78759 • 512-617-3100 • FAX 817-735-7491

www.freese.com

May 22, 2018

Jennifer Gates
Buyer/ Finance
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

Re: RFQ 18-024 – Guadalupe River Properties Park

Dear Ms. Gates:

Thank you for the notification that Freese and Nichols was selected for the Guadalupe River Properties Park. As requested, attached is our Scope and Cost Proposal including:

- Detailed Scope for above referenced project
- Itemized Cost Proposal
- Billing Rate Sheet

Our team is happy to meet with you tomorrow before 2:00 or Thursday early morning or after 2:30 should you desire us to go over the details of the scope and fee. Please feel free to contact me should you have any additional questions.

Sincerely,

A handwritten signature in blue ink that reads 'Matt Milano'.

Matt Milano, RLA, LEED AP
Project Manager, Landscape Architecture

Attachments

ATTACHMENT “A”
PROPOSAL FOR PROFESSIONAL SERVICES
FOR
Guadalupe River Properties Park
New Braunfels, Texas

May 29, 2018

PROJECT DESCRIPTION

Freese and Nichols, Inc. (“FNI”) will perform professional design services for the City of New Braunfels (“CITY”) for developing Schematic Design documents for the park improvements at Guadalupe River Properties Park in New Braunfels, Texas. FNI will prepare a summary of needs assessment, conceptual design alternatives, and a schematic design package for the proposed park improvements in accordance with CITY standards, as well as federal, state and local laws.

This scope of work includes professional survey, landscape architectural, and engineering design services. The program for the park improvements, scope of work and fee schedule is based upon the Guadalupe River Properties Park Masterplan adopted by the City of New Braunfels in 2017. The proposed professional services based on the masterplan are as follows:

I. PHASE 1 – SUMMARY OF NEEDS ASSESMENT:

1. PROJECT MANAGEMENT/COORDINATION/COMMUNICATION

- A. Attend a kick-off workshop with the CITY and Stakeholders to review the project scope, schedule, deliverables, and expectations.
- B. Manage and coordinate the FNI design team and sub-consultant(s) throughout the project.
- C. Communicate regularly by phone and email with the CITY.
- D. Participate in planned meetings and/or phone conferences with the CITY as on an as-needed bi-weekly basis to include (1) one conference call per month and (1) one in person meeting per month with the CITY.
- E. Provide the CITY with a project status report and current project schedule on the last business day of each month, throughout the project timeline.

2. BASE MAPPING/ PROJECT DATA/ SITE VISIT/ PROGRAM REVIEW

- A. Gather and review available relevant project data provided by CITY and other sources.
- B. Visit the project site area(s) to observe, note, and photographically

document existing conditions detailed as necessary for completion of the project.

- C. FNI will assist the CITY in further developing the proposed park program, goals and objectives.
- D. Provide and/or produce a base map of the project site area, that includes existing site conditions, a color aerial, and topographic survey data (See item #3). Should any additional site survey information be necessary, the CITY will be responsible for providing this to FNI.
- E. Attend a meeting with the CITY to review and discuss collected project data, existing site conditions, the base map, park improvement program and specifically define the CITY'S goals for the park development.

Task 2 Deliverables:

Existing Conditions Base Maps
Park Development Program

3. TOPOGRAPHIC SURVEY

Perform an on the ground survey under the direct supervision of a Registered Professional Land Surveyor. Topographic survey of the entire proposed park site.

- A. Survey shall tie to a X, Y & Z coordinate system, all existing site improvements and features, such as: 1-foot contours, site drainage improvements, fencing, above ground and other existing at grade constructed features.
- B. Location and identification of trees with a trunk diameter of 8 inches (and greater), within 50 feet of the project area limits.
- C. Location and identification of all overhead/surface/utilities. Provide flowline elevations of all sanitary sewer and storm drainage structures located within the project area limits.
- D. Establish (3) three on site control points around the site for use in the layout and dimensioning drawings. Horizontal values for these points will be provided as Grid Coordinates based on Texas State Plane Coordinate System – NAD 83, North Central Zone 4202 and vertical values will be based on the vertical datum of the City of Fort Worth's benchmark control network. A minimum of three (3) temporary benchmarks shall be set for construction. Control points set will consist of 5/8-inch rebar with plastic caps and boxes with "X"s cut in existing concrete structures.

Task	3	Deliverables:
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AutoCAD (2010 version) file of the topographic survey		
Adobe Acrobat readable pdf file of the topographic survey		
Adobe Acrobat readable pdf file of field notes		

ASCII coordinate file of all points surveyed
 Adobe Acrobat readable pdf file of all points surveyed

Items not included are the location, common name and trunk diameter of trees less than 8-inches in caliper, Right-of-Entry efforts for private property, subsurface utility engineering services and location of irrigation/sprinkler control valves.

4. FLOODPLAIN ANALYSIS

The entirety of the project area is located within a mapped FEMA floodplain associated with the Guadalupe River. To meet CITY and FEMA requirements, FNI will perform a preliminary hydraulic analysis of the proposed pedestrian bridge and associated grading. This effort will provide an estimate of the necessary extents of floodplain mitigation in advance of detailed design. This effort does not include preparation or submittal of any CITY permits or a CLOMR/LOMR. As part of this effort, FNI will perform the following tasks:

- A. Collect FEMA's current effective steady-state HEC-RAS model of the Guadalupe River. If the model cannot be obtained, additional effort will be required to develop one.
- B. Collect available lidar topographic data of the area from the Texas Natural Resources Information System and create a pre-project HEC-RAS model by supplementing the effective model with up to 10 additional cross sections.
- C. Prepare a conceptual post-project model for up to two pedestrian bridge alternatives (refer to Phase 2 below). The conceptual post-project model(s) will include estimation of compensatory cut volume upstream or downstream of the project area to mitigate any increase to the 100-year water surface elevation.
- D. Summarize the floodplain analysis in a technical memo, including development of the existing and conceptual post-project models, flood profiles, and a floodplain exhibit.

Task 4 Deliverables:

Floodplain Analysis Technical Memo
 Floodplain Exhibit

5. GEOTECHNICAL INVESTIGATION

Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by foundations. Engineering characterization of the subsurface materials encountered. Typical foundations suitable for support of the proposed project. Data required for design of typical foundation systems for the project. Typical pavement sections based on the City of San Antonio, specifically

Article 5 Section 35-506 Subsection (p) of the Unified Development Code (UDC) (dated April 30, 2018) titled "Pavement Standards" and using the additional requirements of Appendix 10-A of the DGM entitled "City of San Antonio Pavement Design Standards" dated October 2017. Both flexible and rigid pavements will be considered for design. If available at the time of our reporting, we will utilize pavement design guidance currently under development by the City of New Braunfels. The draft of this document will be used for reference in the event the final is not complete. Pavement Design Standards Manual. Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of foundations, pavement and possible construction problems reasonably to be expected.

Structure Number and Depth of Borings:

- A. 2 borings (B-1 and B-2) will be drilled to maximum depths of 50 ft below the existing ground surface for the proposed pedestrian bridge under Common Street.
- B. 1 boring (Boring P-1) will be drilled in the vicinity of the pavilion and restroom building to a maximum depth of 20 ft below the existing ground surface.
- C. 2 borings (Boring P-2 and P-3) will be drilled in the vicinity of the proposed new parking area and the Fair Lane realignment, through the existing pavements, to maximum depths of 10 ft below the existing ground surface.
- D. 4 borings (Borings T-1 through T-4) will be drilled along the proposed trail alignment, to maximum depths of 10 ft below the existing ground surface.

At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Settlement of boreholes may occur over time. FNI shall not be responsible for any settlement of boreholes that may occur after initial backfilling. The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil and/or rock conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, we will consult with the client prior to initiating any additional services. Please note, regardless of the number of borings performed subsurface conditions between borings may vary.

The study will also include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils. The specific types and quantities of tests will be determined based on soil/rock conditions encountered in the borings. Our laboratories are fully equipped with modern equipment for soil and rock testing and tests are performed by trained qualified technicians in compliance with the applicable specifications. Field exploration programs are conducted with drilling equipment operated by experienced and reliable drillers. All field and laboratory staff are supervised by professional engineers.

Results of the field exploration and laboratory tests will be utilized in the engineering analysis and the formulation of our recommendations. Results of our

study, including the substantiating data and our recommendations, will be presented in a written report prepared by a Licensed Professional Engineer.

Task 5 Deliverables:

Geotechnical Report

6. PEDESTRIAN BRIDGE FEASSIBILITY STUDY

Routing a pedestrian walkway below the existing vehicular bridge Common St. will be evaluated. Feasibility of a walkway below the existing bridge will depend on walkway impacts to flood elevations, clearances below the existing bridge, construction access, methods and any other influencing factors determined during the proposed study. If feasible, the pedestrian walkway will consist of either an at-grade sidewalk type structure or a pedestrian bridge.

FNI will develop (2) two alternative solutions for pedestrian access underneath Common St. if conditions warrant it feasible. General design criteria will be developed for each alternative and included into a technical report.

Task 6 Deliverables:

Pedestrian Bridge Report

7. ENVIRONMENTAL PERMIT REVIEW

Review environmental issues within the park area. Summary of review documented in a memorandum for use in future design, project budgeting, and future permitting. This study does not include application for or acquiring of any permits required to construct the project.

- A. Desktop Review – Utilize online resources including but not limited to USGS topographic maps, archeological databases, soil surveys, natural resources diversity database, and GLO easement database to identify known or recorded environmental constraints.
- B. Field Survey – Identify critical points along the route including potential waters of the U.S., threatened or endangered species habitat, and large trees.
- C. Memorandum documenting observations and providing permitting scenarios and recommendations.

Task 7 Deliverables:

Environmental Review Memo

8. PUBLIC INVOLVEMENT

Public Involvement will span the entire process. Throughout the project, the City will be responsible for identifying stakeholders, organizing a Plan Advisory Committee (PAC), securing meeting venues, and sending meeting notifications and invitations. The Consultant's involvement with task 8 will be conducted in up to (2) two trips. Project meetings should be scheduled on the same trip and day as to allow the Consultant team to participate in multiple meetings per day. Up to (4) four meetings will be held as part of this task's effort.

- Two (2) Plan Advisory Committee meetings
- Two (2) Public meetings

II. PHASE 2 – CONCEPTUAL DESIGN

9. CONCEPTUAL PARK DESIGN SERVICES

- A. Based on the City approved vision, goals and program, FNI will prepare Concept Sketch for the proposed park improvements. This concept sketch will be prepared as a trace overlay format, provided to the City full size and to a measurable scale. Photos of architectural/program precedents and other design features will be included with the sketch.
- B. FNI will attend one (1) meeting with City representatives to review and discuss the concept sketch. During this meeting, a consensus for the concept plan will be agreed upon which satisfies the program goals of the City.
- C. FNI will work to further refine the approved concept sketch into a conceptual design package. The Package shall include:
 - (1) One Illustrative Plan View
 - (1) One Section View
 - (2) 3D- Perspective Views
 - (1) Layout of Relevant Imagery/Photography
 - Concept Level of Probable Cost
- D. FNI will attend one (1) meeting with City representatives to review and discuss the conceptual design Package. During this meeting, comments for the concept design will be given for future plan revisions.

Task 9 Deliverables:

Concept Plan Sketch
 Supporting Imagery
 Conceptual Design Package

III. PHASE 3 – SCHEMATIC DESIGN

10. PARK SCHEMATIC DESIGN SERVICES

- A. Based on the City approved and accepted conceptual design package, FNI will prepare a schematic design package including scaled plans, sections, and elevations of all proposed park elements.
- B. Along with the schematic design package, FNI will prepare a materials and specification summary for the program elements depicted in the schematic design package.
- C. FNI will attend one (1) meeting with City representatives to review and discuss the schematic design package.
- D. FNI will prepare a schematic level Opinion of Probable Costs for the proposed improvements.
- E. FNI will assist the City in creating and prioritizing the development with a list of development program items to which will be phased for future construction of the park. FNI will produce a project phasing plan which will be used for future budgeting and development.

Task 10 Deliverables:

Schematic Design Package Submittal
 Project Phasing Plan
 Opinion of Probable Construction Cost.

IV. ASSUMPTIONS

- A. The CITY has designated the following program listed above. Should this program increase substantially, as solely determined by the CITY, FNI and the CITY staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.
- B. The CITY will provide as expeditiously as possible all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should FNI need any additional survey information, the CITY will provide this information to FNI. Any information required to complete this Scope of Services that cannot be readily provided by the CITY will remain the responsibility of the CITY. All such information shall be provided to FNI and any costs associated with acquisition of information will be borne by the CITY.

- C. Other than those identified in this contract, no additional public meetings and/or presentations are provided within this Scope of Services.
- D. No mass grading studies are included in this scope.
- E. This Scope of Services does not include water permitting related to the following agencies: U.S. Army Corps of Engineers 404 Permitting; Federal Emergency Management Agency (FEMA) map revision preparation and processing; Texas Commission on Environmental Quality (TCEQ) permits or applications with exclusions.
- F. The goal for development within the flood plain is to what would be considered "no-rise". It is assumed a Letter of Map Revision (LOMR) submittal will not be a requirement of the permit. Preparation of a CLOMR or LOMR for submittal to FEMA; and Preparation of a floodplain permit or other City of New Braunfels permits are additional services.

**Guadalupe River Properties Park
May 29, 2018**

V. BASIS OF COMPENSATION

The cost for performing these services set forth herein will be as follows:

Phase 1 - Services

Task 1 – Project Management/Coordination/Communication (Lump Sum)	\$17,573
Task 2 – Base Mapping/Project Data/Site Visit/Program Review (Lump Sum)	\$9,424
Task 3 – Topographic Survey (Lump Sum)	\$11,760
Task 4 – Floodplain Analysis (Lump Sum)	\$17,024
Task 5 – Geotechnical Investigation (Lump Sum)	\$17,299
Task 6 – Pedestrian Bridge Feasibility Study (Lump Sum)	\$6,944
Task 7 – Environmental Permit Review.....	\$5,889
Task 8 – Public Involvement.....	\$7,010
Total – Phase 1 Services	\$92,923

Phase 2 - Services

Task 9 – Conceptual Design (Lump Sum)	\$34,086
Total – Phase 2 Services	\$34,086

Phase 3 - Services

Task 10 – Schematic Design (Lump Sum)	\$64,905
Total – Phase 3 Services	\$64,905

Reimbursable Expenses (Not-to-Exceed).....	\$5,000
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GRAND TOTAL – Special Services, Basic Design Services, and Reimbursable Fee (Lump Sum, Not-to-Exceed)	\$196,914
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II. PROJECT SCHEDULE

All work described in this scope of services to be finalized and delivered to the CITY by September 12, 2018.

III. ADDITIONAL SERVICES

Additional Services, not included in this Scope of Services, will be negotiated with the CITY as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Items which would be considered Additional Services could include: additional site surveying, geotechnical investigation, design of additional program items beyond what has been identified by the CITY for the Park improvements, alternate bid items, additional meetings with CITY Staff and/or presentation to other groups, additional site visits during construction activity, Park grading plans, meetings more than the numbers listed above, etc.

BILL RATE SCHEDULE

Compensation to Freese and Nichols shall be based on the following 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	200
Professional - 6	200
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
Senior Advisor	175

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.05. 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. Last updated February 2018.

RIALTO STUDIO

May 22, 2018
(rev . May 29, 2018)

Jennifer Gates
Buyer|Finance
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

Sent via email to: JGates@nbtexas.org

Re: Proposal of Landscape Architectural Services
Kerlick Avenue Park, New Braunfels, Texas
RFQ 18-020

Dear Ms. Gates -

Thank you for the opportunity to present this fee proposal to the City of New Braunfels (City). We understand that you wish to engage professional Landscape Architectural services for design and documentation of Kerlick Avenue Park for Summary of Needs Study, Conceptual Design, and Schematic Design. Our understanding of the preliminary program for the 1-acre park includes a pavilion, playground, landscape, irrigation, fence, and other site amenities. We are providing this Proposal in the form of a Letter of Agreement, summarizing our services and compensation.

SERVICES AND COMPENSATION

<u>Phase 1 - Summary of Needs Study:</u>	<u>\$10,920.00</u>
Rialto Studio	\$4,120.00
Cude Eng	\$3,800.00
Survey	\$3,000.00

We will provide design and documentation for Kerlick Avenue Park, to include the following items:

- Project kick-off meeting with the City and key stakeholders to establish goals, objectives, and establish a timeline.
- Develop a project program and submit for review by the City and key stakeholders.
- Review applicable codes, ordinances, standards, and guidelines as they pertain to City, State, and Federal resources.
- Geotechnical report – two (2) bore locations, as determined through discussions with the City.
- Topographic, boundary, and tree survey.
- Civil assessment of existing utilities, road network, and other infrastructure pertinent to the development of the park.
- Phase 1 environmental assessment.
- Summary of known, or potential, permitting requirements.

Rialto Studio, Inc.
Landscape Architecture

2425 Broadway, Suite 105
San Antonio, Texas 78215

p. 210.828.1155

f. 210.828.1399

Kerlick Avenue Park, New Braunfels, Texas - Landscape Architectural Services

May 22, 2018 (rev. May 29, 2018)

Page 2 of 4

- Conduct one (1) community meeting to solicit neighborhood needs, and finalize park program elements.
- Funding sources review and coordination.
- Bi-weekly meetings with the City and/or project team – four (4) total meetings.

Phase 2 – Conceptual Design: \$6,140.00

Rialto Studio \$4,340.00

Cude Eng \$1,800.00

Based on the written approval of the Summary of Needs Study by the City, we will proceed with the Conceptual Design in two phases:

Concept Sketches -

- Two (2) alternative concept sketches outlining the proposed site design.
- Provide an exhibit of precedent images related to the park program.

Concept Design -

- Refine one (1) preferred concept sketch, as determined by review of the City.
- Develop one concept rendering through perspective and/or modeling.
- Develop an opinion of probable cost for the preferred Concept Design.

Phase 3 – Schematic Design: \$8,980.00

Rialto Studio \$5,980.00

Cude Eng \$3,000.00

Based on the written approval of the Conceptual Design by the City, we will proceed with Schematic Design, to include:

- Further refine the Conceptual Design into a schematic site plan which illustrates all the components of the project. The site plan will be developed in AutoCAD for use in the future final design.
- Provide section, elevation, or detail information applicable to the project improvements.
- Refine one (1) rendering or model to reflect the Schematic Design.
- Written narrative to outline materials and components to be incorporated.
- Provide one (1) phasing plan for Kerlick Avenue Park. Phasing will be based on the approved Schematic Design elements and City/community input.
- Develop an opinion of probable cost for the Schematic Design.
- Conduct one (1) community meeting to present the proposed park plan.
- Revise the schematic design based on comments received from the City.
- Bi-weekly meetings with the City and/or project team – four (4) total meetings.

ADDITIONAL SERVICES

Items not included in this proposal will be considered additional services, as agreed upon by Rialto Studio, Inc. and the City of New Braunfels. No work will commence without written authorization by the City.

Kerlick Avenue Park, New Braunfels, Texas - Landscape Architectural Services

May 22, 2018 (rev. May 29, 2018)

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Should additional services or revisions be requested by the Owner or Design Team after completion of Construction Documents, Rialto Studio's hourly rates to incorporate the changes to the documents are:

Principal	\$ 175.00
Partner	\$ 130.00
Landscape Architect I	\$ 95.00
Landscape Architect II	\$ 80.00
Landscape Designer	\$ 70.00
Technical Staff	\$ 60.00
Administrator	\$ 45.00

Billings will be made on a monthly basis, in months when such work is actually performed, based upon the percentage of work completed. We have also estimated reimbursable costs, which include reproduction charges and mileage. The total amount for reimbursable expenses will not exceed **\$2,000**. Your payment is due in our office 30 days after receipt of our invoice.

BASE SERVICES - Cost Summary:

Design Services	\$ 23,040.00
Survey Services	\$ 3,000.00
<u>Reimbursables</u>	<u>\$ 2,000.00</u>

Total Fee	\$ 28,040.00
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ADDITIONAL SERVICES - Cost Summary:

Boundary Survey Services	\$ 3,000.00
Geotechnical Services	\$ 11,095.00
<u>Environmental Services</u>	<u>\$ 3,220.00</u>

Total Fee	\$ 17,315.00
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EXCLUSIONS

- Construction Documents
- Traffic Impact Analysis
- Building Permit Submittals
- Construction Phase Services
- Structural Design
- Mechanical, Electrical, and Plumbing Design
- LEED compliance or other green or energy efficient accreditation
- Rainwater harvesting, condensate collection, or other methods of collection or pumping of water for the irrigation system
- Variances

Kerlick Avenue Park, New Braunfels, Texas - Landscape Architectural Services

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MISCELLANEOUS PROVISIONS

The fees associated with this proposal are valid for one-hundred and twenty (120) days from the date of approval by City Council. All subsequent services, or services not used from this proposal, will be determined at the time they are requested by the City of New Braunfels.

If this proposal meets your approval, please indicate by signing below and returning one copy to me for my files.

Please call me with any questions. Thank you for selecting Rialto Studio to assist you with your project.

Sincerely,



David Beyer, PLA
Project Manager

Accepted By:

Signature

Date

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practice of registered individuals licensed under the Landscape Architects Registration Law, Article 259C, VCTS., Landscape Architects, P.O. Box 12337, Austin, Texas 78701-3942 Telephone 512.350.9000

City of New Braunfels

Itemized Cost Proposal

Project Name:	Kerlick Avenue Park
Name of Firm/Subconsultant:	Rialto Studio, Inc.
Date Proposal Submitted:	5/22/2018 (rev 5/29/18)

Position/Personnel Title	Principal	Landscape Architect I	Landscape Designer/CAD	
Fully-Loaded Hourly Wage Rates * (as defined below)	\$175.00	\$95.00	\$70.00	
Task to be performed/Phase Description	Hours	Hours	Hours	Total Hours
Summary of Needs Study				
Kick-off Meeting	1	2	2	5
Program Development		2	6	8
Code/Ordinance Review			2	2
Survey Coordination			2	2
Civil Site Assessment Coord		2		2
Permitting Summary			2	2
Community Meeting	1	8	8	17
Funding Source Review		4	2	6
Project Meetings		4		4
Summary of Needs Sub Total	2	22	24	48
				\$ 4,120.00
Conceptual Design				
Alternative Sketches	1	8	12	21
Precedent Images		2	4	6
Concept Design Refinement	1	1	6	8
Concept Rendering		1	12	13
Cost Estimate		2	4	6
Conceptual Design Sub Total	2	14	38	54
				\$ 4,340.00
Schematic Design				
Schematic Plan Development		2	12	14
Schematic Detail Development		1	12	13
Schematic Rendering			8	8
Program Narrative		2		2
Phasing Plan		1	3	4
Cost Estimate		2	6	8
Community Meeting		4	8	12
Schematic Design Revisions		2	12	14
Project Meetings		4		4
Schematic Design Sub-Total	0	18	61	79
				\$ 5,980.00
Rialto Base Total Hours	4	54	123	181
Rialto Base Sub-Total:	\$700.00	\$5,130.00	\$8,610.00	\$14,440.00
Cude Base Sub-Total (including reimbursables):				\$12,100.00
Rialto Reimbursables:				\$1,500.00
TOTAL BASE SERVICES				\$28,040.00
ADDITIONAL SERVICE TASKS				
Boundary Survey				\$3,000.00
Geotechnical Assessment				\$11,095.00
Environmental Assessment				\$3,220.00
TOTAL ADDITIONAL SERVICES				\$17,315.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).



May 29, 2018

Ms. Jennifer Cain, CCM
 Capital Programs Manager
 City of New Braunfels
 550 Landa St
 New Braunfels, TX 78130

Re: RFQ 18-016 Klein Road Phase 2

Dear Ms. Cain:

Pape-Dawson has been selected to perform preliminary engineering services in connection with the above referenced project. Based on our conversations with City staff and understanding of the project objectives, we are tasked to develop a Summary of Needs Study to serve as the basis for development of design concepts for roadway expansion and ultimately a recommended schematic layout with an associated cost estimate of proposed improvements. The recommended alternative will be subject to voter approval in the City's 2019 Bond election. Our proposed scope of base services and associated fees to accomplish these objectives, labeled Exhibits A, B, C, and D are attached. Services relevant to the schematic phase, but that can be deferred to PS&E stage, have been identified as additional services described in Exhibit B1. We recommend performing these additional services to reduce the risk of entering PS&E stage with unknowns that could be potentially detrimental to the project. Performing these additional services during schematic phase will improve the accuracy of the schematic cost estimate and ultimately expedite PS&E development.

We appreciate the opportunity to work with you on this project. If this proposal and agreement meet with your approval, please acknowledge such by signing this proposal letter and returning it to our office via email for our records. Receipt of the executed documents will service as authorization for us to proceed with the base services described herein.

Sincerely,
 Pape-Dawson Engineers, Inc.

A handwritten signature in blue ink that reads 'Tyler Dube'.

Tyler Dube, P.E.
 Project Manager

City of New Braunfels

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Attachments

H:\projects\510\30\00\ProjectData\Contracts\NB 18-016_Klein Rd Phase 2 Proposal.docx (18-01551)

TBPE Firm Registration #470 | TBPLS Firm Registration #10028800

San Antonio | Austin | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

EXHIBIT A

Services to be Provided by the City of New Braunfels

The City of New Braunfels will furnish to the Engineer the following items/information for the Klein Road Phase 2 project:

- 1) As-built plans, ROW maps, reports, and/or studies. Any readily available existing conditions data, drawings and related information it has for the project. Data, documents and related information will likely consist of varying electronic and paper format.
- 2) Expedited reviews as needed to meet the project schedule.
- 3) Specific pavement design criteria such as Equivalent Single Axle Loading (ESAL) or design traffic levels, if any.
- 4) Draft City of New Braunfels Pavement Design Guidelines manual, latest revision.

EXHIBIT B

Services to be Provided by the Engineer

PHASE I - SUMMARY OF NEEDS STUDY

Work includes overall project oversight including managing data collections, designs, submittals, and coordination.

Design Concept Conference

The Engineer will administer and conduct a Design Concept Conference:

- Work with City Staff to identify project goals
- Develop and refine project scope/needs analysis
- Engage key stakeholders including TxDOT, County, and Utility Owner stakeholders
- Review regional considerations and project impacts
- Refine project budget
- Develop overall project schedule

Drainage Analysis

The Engineer shall provide a Civil Assessment of the site based on existing information and information obtained as part of project research.

In addition, the Engineer shall:

Collect existing hydrologic and hydraulic data

Field visit (1)

Review existing data (as-builts, survey, H&H models, etc.)

Send data request to FEMA and Local Floodplain Administrator (FPA) for any ongoing or proposed drainage models and/or studies

Develop Hydrology (flows) for drainage crossing

Develop drainage area using available lidar, USGS, and GIS data

Develop hydrologic model using HEC-HMS

Develop drainage area map (11x17) to be included in summary of project needs

Develop Hydraulics for existing and proposed crossing

Develop hydraulic model using HEC-RAS

Develop two (2) preliminary alternatives for the crossing consisting of a culvert (bridge class) and span bridge

Design shall remove low water crossing while creating no adverse impact to adjacent structures

Develop two (2) exhibits, one of each alternative, showing the proposed drainage crossing alternatives

Develop drainage cost estimate

Develop drainage summary of needs to be included in project summary of needs

Assumptions:

This proposal only includes schematic phase analysis. PS&E/Design phase will require updating model services.

Coordination with FEMA and Local FPA will be limited to one data request

Agency Fees associated with data requests are not included with this proposal and will be considered an additional service

Scour analysis will not be performed

Detention analysis will not be performed

2D hydraulic analysis is not included

Bridge and culvert alternatives will be analyzed

Detention is not included in this scope.

Analysis of existing offsite detention is not included in this scope.

Traffic Analysis

Existing Conditions

The Engineer will develop an existing conditions model using Synchro traffic analysis software. Measures of Effectiveness including level of service, delays, and queueing will be analyzed and reported. Based on the results of the Existing Conditions analysis, The Engineer will identify short-term operational improvements for existing operational issues.

Traffic Projections

The Engineer will review historic traffic growth, MPO travel demand model and known development information to forecast future traffic growth. A growth rate will be applied to Klein Road and side streets to develop future volumes.

Proposed Traffic Model

The Engineer will update the traffic analysis models for future year conditions. We will identify operational issues and develop improvements for Klein Road to accommodate future traffic growth.

Traffic Study Memorandum

The Engineer will prepare a memo summarizing the study methods, analysis, and recommendations.

Site Survey

Within the project area specified herein, the Engineer's Surveyor shall complete an existing utility base map from Quality Level D investigation, and compile an ownership database of adjacent owners along Klein Road (County Road 368), from FM 725 to Walnut Avenue in the City of New Braunfels, Guadalupe County, Texas.

- The Texas 811 utility notification system shall be contacted to obtain utility map data within the project corridor. Local utility providers will also be contacted to obtain utility map data within the project corridor. Map data shall be compiled to create an existing utility base map. Field surveying of existing utilities is not a part of this survey scope.
- Adjacent property owners within the project corridor shall be identified and represented on the right-of-way base map as parcel polygons as extracted from Guadalupe County Appraisal District shape files. Parcel polygons shall be labeled with the Guadalupe County Appraisal District account numbers only.
- Adjacent property ownership data to include Guadalupe County Appraisal District account number, owner name, mailing address and property description will be listed within an excel spreadsheet.
- Survey deliverables shall include an existing utility base map and an ownership database Excel file.
- All work shall be performed under the direct supervision of a professional land surveyor, registered in the State of Texas.

PHASE II - CONCEPTUAL DESIGN

Attend project meetings including:

- Design Alternative Workshop (1 @ 4 hrs)
- Utility Coordination Meeting (1 @ 4 hrs)
- Project Team Coordination Meetings (2 @ 1 hrs)

Roadway

The Engineer shall prepare an alignment and proposed roadway layout to include projected traffic volumes, existing and proposed typical sections. The Engineer shall furnish Microsoft Office and Microstation V8i-Geopak computer generated media containing the roadway layout as requested. All supporting attachments and exhibits shall accompany the layout.

The Engineer shall produce, obtain, review, and evaluate existing and projected traffic data for use in the preparation of the design layout.

The Engineer shall prepare preliminary drawings to identify any potential adverse impacts within the project corridor. Identification of all existing and proposed utilities (public and private), structures, burial grounds, neighborhood communities, historical landmarks, and undeveloped areas is required. Any potential utility conflicts and structural impediments must be identified as such.

Analyze Existing Conditions

Using collected data and base maps, the Engineer shall develop an overall analysis of the existing conditions in order to develop the schematic design. The analysis shall include, but not be limited to the following:

- ROW determination

- Horizontal alignment
- Vertical alignment
- Pavement cross slopes and pavement type
- Soil Exploration
- Geotechnical Testing
- Intersection design and analysis
- Sight distance
- Roadside signing
- Level-of-service
- Locations of critical constraints
- Drainage
- Traffic control and construction phasing sequence

The Engineer shall consider the following in the analysis to optimize the design:

- Efficient use of the allocated ROW
- Control of Access (COA) and driveway locations
- Roadway and intersection geometry
- Cross Sections
- Bicycle and Pedestrian design
- Drainage and Hydraulic design
- Stopping Sight distance
- Level-of-service
- Traffic and signal operations
- Construction, ROW, easement, and utility costs
- Construction sequencing
- Traffic control during construction
- Roadside safety appurtenances
- Environmental mitigation
- Bridge Layouts and Clearance

The Engineer shall propose up to 3 project design alternatives which would avoid or minimize displacements and damages, and prepare any additional attachments or exhibits required illustrating a preferred alternative alignment.

The Engineer shall identify and analyze alternatives to minimize potential adverse impacts, major utility conflicts, structural impediments, or exceptions to the State or FHWA design criteria.

All designs shall be prepared in accordance with the latest version of: TxDOT Roadway Design Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, Texas Manual on Uniform Traffic Control (TMUTCD), and Highway Capacity Manual - Transportation Research Board.

The layouts, exhibits, and attachments will be developed in English units. All Microsoft Office and Microstation V8i - Geopak computer graphic files furnished to the City must be submitted in electronic format by means of a CD, DVD, or USB media that will be compatible to the City.

Conceptual Cost Estimates for the alternative Concept Design solutions, including ROW acquisition.

After all review and approval requirements for Conceptual Design have been met, and incorporation of any changes ordered by the City, the City shall authorize the Engineer in writing to commence Schematic Design.

PHASE III - SCHEMATIC DESIGN

The design schematic horizontal layout will adhere to a design scale of 1 in. = 100 ft (or 1 in. = 200 ft as directed.) The schematic layout, exhibits, and attachments will be developed in English units. All Microsoft Office and Microstation V8i - Geopak computer graphic files furnished to the City must be submitted in electronic format by means of a CD, DVD, or USB media. Schematics will follow TxDOT and Federal Highway Administration (FHWA) standards, the schematic will also follow the CADD standards used by TxDOT and shall be submitted as an original document, accompanied with an original Microstation V8i formatted graphics file. Final copies of the schematic design shall be signed by a professional engineer licensed in the State of Texas.

Develop Base Maps

The base maps to be used for the analysis and proposed schematic layout shall be developed by the Engineer from existing construction and right of way (ROW) plans as available. The Engineer shall re-establish the existing centerline horizontal alignments for all roadways, identify existing ROW, property owners and the approximate location of major utilities based on a SUE in the preparation of base maps.

Typical Sections

The Engineer shall develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, median width, curb offsets, cross slope, border width, clear zone widths, and ROW limits.

Environmental Constraints

The Engineer shall consider impacts to environmentally sensitive sites during the schematic design process. The environmental sensitive sites may include, for example, historic structures, cemeteries, residential areas, historical landmarks, farmland, floodplains, wetlands, parks and nature preserves, geologic features, and significant trees.

Drainage

The Engineer shall conduct a Preliminary Drainage Study to determine and evaluate the adequacy of the ROW needed to accommodate the proposed roadway and drainage system. The drainage study shall identify the impacts to abutting properties and the 100-year floodplain due to proposed highway improvements, identify and locate outfalls, drainage outfall descriptions, provide overall drainage area map, sub-drainage area map, storm water detention facilities, and provide a drainage study report identifying the results of the study.

ROW Requirements

The Engineer shall determine the ROW requirements based on the proposed alignment, typical sections, design cross sections, access control, terrain, construction requirements, drainage, clear zone, maintenance, and environmental mitigation requirements.

Construction Sequence

The Engineer shall consider the requirements for construction staging and traffic control throughout the development of schematic design to ensure that the proposed design can be constructed. The Engineer shall provide construction phasing assumptions as requested.

Design Exceptions

The Engineer shall identify design exceptions and waivers, and shall document the necessity for each design exception or waiver for approval.

Traffic and Operational Analysis

The Engineer shall review and analyze traffic data, existing roadway features, traffic flow patterns, accident patterns and frequencies, and transit and traffic operations.

Bicycle and Pedestrian Accommodations

The Engineer shall comply with the federal policy statement on Bicycle and Pedestrian Accommodations Regulations and Recommendations by United States Department of Transportation (USDOT).

Stakeholder Outreach

Prepare materials for and participate in a Community Meetings conducted during Schematic Design.

The Engineer shall present the Schematic Design deliverables to the City and shall incorporate any changes requested by the City regarding the Schematic Design or the requirements of the Project.

The Engineer shall participate in conference call meetings and meetings in person as determined as necessary by the City.

The Engineer shall render assistance for meetings as necessary during the development of the design as requested. The Engineer shall also render assistance to the City for meetings with affected property owners (MAPOs), public meetings and a public hearing if requested.

In addition, the Engineer shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall prepare presentations and represent the City in presenting as necessary to achieve final plan review and approval.

Project Deliverables

In conjunction with the performance of the foregoing services, the Engineer shall provide the following draft and final documents and associated electronic files as applicable.

- Geometric Schematic layout

- Conceptual Design Drawings
- Preliminary Drainage Memo
- Construction Sequence Layouts
- Electronic files shall be furnished to the State on a CD or DVD Recordable media
- Traffic Data Schematics
- Traffic Projections Report
- MAPO and Public Meeting Summary
- Utility Plan – Electronic file on CD in latest version of Microstation V8 or Geopak
- An Electronic submittal of the Geopak Drainage, HEC-RAS, SWMM, & HMS models. The models must be approved by the State's District Hydraulic Engineer prior to generating any reports.
- Culvert Hydraulic Data Sheets and Preliminary Culvert Layouts.

CONTRACT MANAGEMENT AND ADMINISTRATION

The Engineer shall direct and coordinate the various elements and activities associated with developing the design schematic.

The Engineer shall prepare the detailed Project Work Schedule depicting the order of the various tasks, milestones, and deliverables.

The Engineer shall submit monthly Progress Reports, as requested by the City.

The Engineer shall prepare subcontracts for subconsultants, direct and monitor subconsultants activities, and review subconsultant work and invoices.

The Engineer shall provide ongoing quality assurance and quality control to ensure completeness of product and compliance with the City procedures.

The Engineer shall prepare and submit invoices.

The Engineer shall record and issue meeting minutes for all meetings, conferences, and conference calls attended by the Engineer to all attendees.

EXHIBIT B1

Additional Services to be Provided by the Engineer by Separate Work Authorization

PHASE I - SUMMARY OF NEEDS STUDY

Site Survey

Within the project area specified herein, the Engineer's Surveyor shall gather survey data within the floodway of the unnamed tributary of the Guadalupe River for hydraulic modeling, complete an existing right-of-way base map along Klein Road (County Road 368), from FM 725 to Walnut Avenue in the City of New Braunfels, Guadalupe County, Texas.

- Survey horizontal data shall be based on the North American Datum of 1983 (NAD83), Texas Coordinate System of 1983 (State Plane Coordinates), established for the South Central Zone, with values in U.S. Survey Feet, unless directed otherwise.
- Survey vertical data shall be based on the North American Vertical Datum of 1988 (NAVD88), Geoid 12B, unless directed otherwise.
- Survey data gathered within the floodway of the unnamed tributary shall be located at the right-of-way line and at intervals of 150', 300' and 500' outside the right-of-way, but within the limits of the flood plain as mapped by the Federal Emergency Management Agency (FEMA).
- Available right-of-way maps, right-of-way deeds to Guadalupe County, and adjacent subdivision plats will be researched, drawn, calculated for minimal field recovery and represented within the CADD deliverable as an "apparent right-of-way line". Apparent right-of-way lines are accurate to a +/- 2-feet.
- Survey deliverables shall include a 3D survey data provided in CADD and point file format, a PDF and CADD existing right-of-way base map
- All work shall be performed under the direct supervision of a professional land surveyor, registered in the State of Texas.

Geotechnical Analysis

Determine Locations for Proposed Geotechnical Testing (See Figure 1) – The Engineer will drill 7 total borings along the existing alignment of Klein Road within the project limits. 5 borings (P-101 through P-105) will be drilled through the existing pavement surface to maximum depths of 10 ft below the existing ground surface for the pavement portion of the study. If a bridge is needed, 2 borings (Borings B-101 and B-102) will be drilled in the vicinity of the low water crossing, near the abutments of the proposed bridge (if the locations are available) to maximum depths of 40 ft below the existing ground surface. Borings B-101 and B-102 will be utilized for both the pavement portion of the study as well as for the bridge/retaining wall portion of the study. Exact locations of the

borings will be determined after a brief distress survey of existing pavement condition is conducted and depending on the alignment of the bridge. The general extent and severity of distresses encountered on the existing pavement will confirm the field sampling and testing program that will be conducted for the pavement reconstruction design.

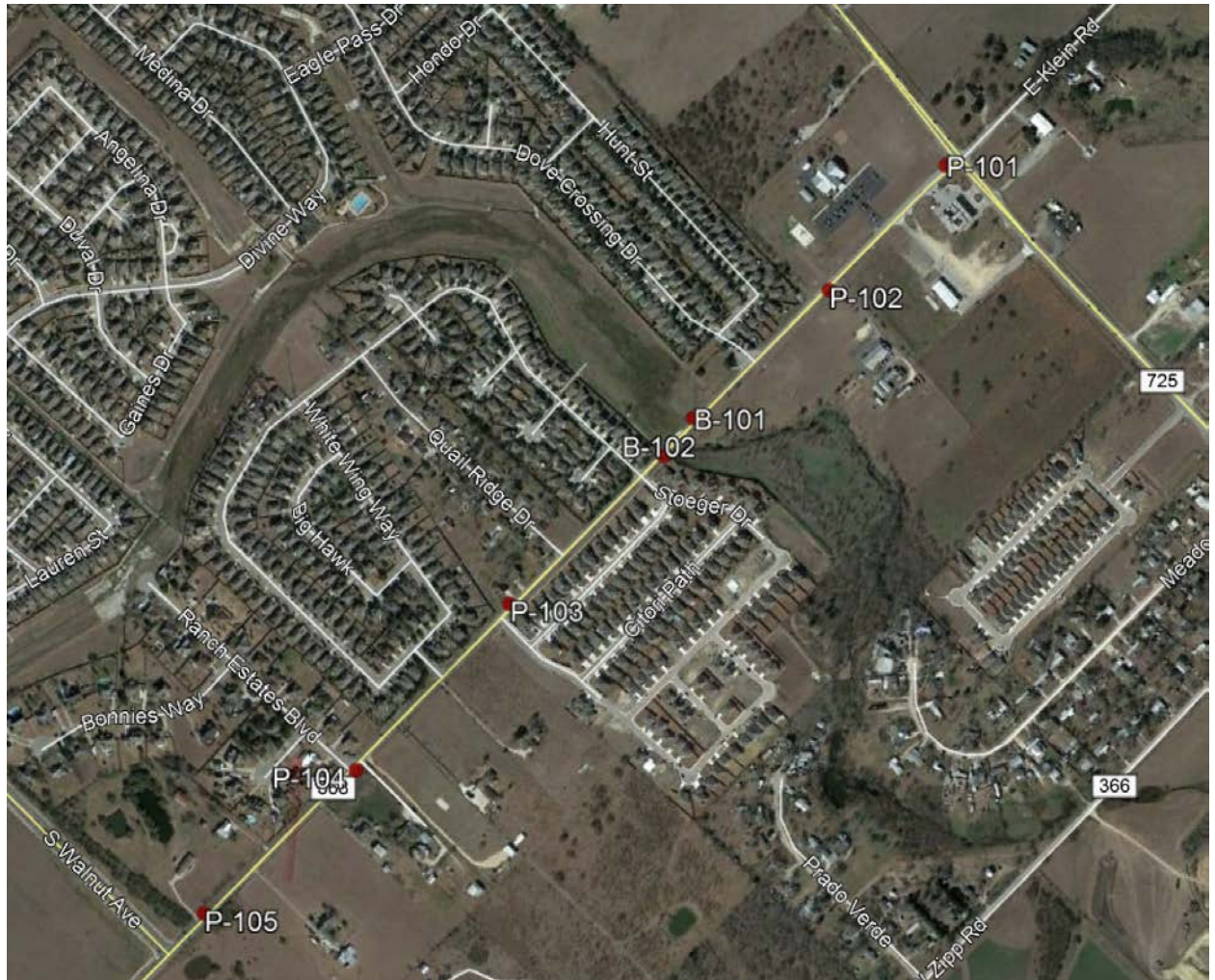


Figure 1 Proposed Boring Plan

Obtain Permits and Utility Clearances for Proposed Test Holes - The Engineer will obtain the appropriate street cut permit(s) required by the City of New Braunfels for all drilling activities (coordinated with the assigned City Inspector). Streets will be restored to the condition required by the permit after completion of the drilling operations. The Engineer assumes that all boring locations will be accessible to a conventional, truck-mounted drilling rig. The Engineer will contact Texas Excavation Safety System, Inc (Texas811) for clearance of certain utilities.

Coordinate with City of New Braunfels for Potential Lane Closures for Drilling of Test Holes - The Engineer will provide the necessary traffic control for all sampling activities that may occur for the drilling. Proper notification will be provided to the City of New Braunfels for public notification of lane closures.

Obtain Test Hole Information - Borings will be conducted at the locations and depths discussed above using industry accepted drilling practices and procedures. If contaminated soils are encountered, drilling will be suspended and environmental drilling and sampling protocols will have to be followed with additional costs to be determined.

Complete Geotechnical Laboratory Testing of Test Samples - From the borings, representative materials will be collected to define the strength and classification characteristics of the foundation soils. Split-spoon samples (with Standard Penetration Testing) will be completed in the P-series borings while Texas Cone Penetrometer (TCP) testing will be completed in the B-series borings with Shelby Tube and grab sampling of the auger cuttings. The laboratory testing program may include moisture content tests, Atterberg Limits (plasticity tests), unconfined compression testing, and grain size analyses. In addition to the above described testing program, one representative sample of the predominant subgrade soil will be obtained from the pavement areas and will be subjected to one California Bearing Ratio (CBR) test and one Lime Series test. The CBR testing will provide information regarding inundated strength and swell characteristics of the surficial subgrade soils for direct use in pavement design analyses. The Lime Series testing will allow determination of required proportions of hydrated lime needed in conventional stabilization to sufficiently reduce the plasticity of the subgrade soils. Sulfate testing will also be completed to identify the potential for sulfate induced heave.

If it is determined that reusing the existing paving materials as part of the reconstructed pavement is desired, samples of the asphaltic concrete and granular base may be collected for testing in the laboratory with an additional cost to be determined. The specific testing will be defined based upon the ultimate usage of the recycled material (i.e. will it be used as a granular base, a cement treated base, or asphalt treated base? etc.).

Pavement Analysis

The Engineer will utilize the information gathered during the field investigation to develop the pavement designs to establish anticipated cross sections for the proposed street reconstruction.

Develop Pavement Designs - The pavement design will be conducted using guidance available from City of San Antonio, specifically Article 5 Section 35-506 Subsection (p) of the Unified Development Code (UDC) (dated April 30, 2018) titled “Pavement Standards” and using the additional requirements of Appendix 10-A of the DGM entitled “City of San Antonio Pavement Design Standards” dated October 2017. Both flexible and rigid pavements will be considered for design. Temporary pavement designs will be provided. If available at the time of reporting, the Engineer will utilize pavement design guidance currently under development by the City of New Braunfels. The draft of this document will be used for reference in the event the final is not complete.

Pavement design inputs for the reconstruction will be based upon data collected from the field sampling and testing program as well as the UDC and Appendix 10-A of the DGM using a street classification or Equivalent Single Axle Loading (ESAL) to be provided by the client at a future date. Design traffic levels will be determined in accordance with DGM Appendix 10-A: Pavement Design Parameters – Design Traffic Levels or as directed by the City.

Prepare Pavement Design Report - Pertinent information needed for the pavement design will be provided in an engineering report, which will include typical cross-sections, soil conditions encountered, and existing pavement conditions noting the general extent and severity of distresses encountered on the roadway. A recommendation as to the suitability of the existing materials for use in the reconstructed pavement may also be provided if requested by the City at additional cost. The report will also cover:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results;
- A review of general site conditions including drainage considerations affecting pavement performance as well as a visual summary of pavement distresses encountered at the site;
- Pavement reconstruction design recommendations; and
- Pavement construction considerations.

Bridge and Retaining Analysis (If required)

If the hydraulic study concludes a bridge is required, the Engineer will utilize the information gathered during the field investigation to develop drilled pier capacity curves to be used in the design of cast-in-place concrete piers. In addition, and if required, the Engineer will also prepare a global stability analysis for any retaining walls associated with the bridge. The bridge and retaining wall report will be prepared as a separate report from the pavement design study.

Develop Drilled Pier Capacity Curves - The TCP test data collected during the field investigation will be used in conjunction with the Texas Department of Transportation (TxDOT) Geotechnical Manual dated March 2018. A range of shaft diameters will be considered in our report and curves for both downward axial and uplift will be provided. In addition, L-Pile parameters will be provided for lateral resistance consideration.

Prepare a Global Stability Analysis – The Engineer will prepare general information about retaining walls as they relate to the soil conditions at this site, including bearing capacity and settlement potential.

Prepare Bridge and Retaining Wall Design Report - Pertinent information needed for the bridge and retaining wall design will be provided in an engineering report, which will include the downward axial and uplift curves, the lateral resistance parameters (L-Pile), and either the global stability analysis or general retaining wall recommendations, depending on the information available at the time of our report.

Monitoring Well Study – At the request of the City

The Engineer can install up to 2 piezometers along the alignment to establish and monitor the groundwater levels at specific locations. The Engineer will periodically check, record, and bail any water existing in each of the piezometers to establish the presence of and depth to groundwater, if any. 12 months of observation are included in this optional study. No sampling or laboratory testing is anticipated to be completed in conjunction with the piezometer installation. A report presenting the observations and an opinion of the impact of the groundwater (if encountered) will be prepared for the City.

Environmental Analysis

The Engineer shall identify the potential of environmental concerns and review known environmental issues such as potential contamination, historical districts, archeological sites, endangered species habitat area, tree protection and projects over the Edwards Aquifer recharge zone(s); provide a Phase I Assessment as deemed necessary by the City.

Permitting: The Engineer shall identify, and review known or potential permitting issues including, but not limited to, USACE404 under the Clean Water Act, National Environmental Policy Act (NEPA), National Historic Preservation Act, WPAP, etc. and the anticipated duration for submittal and the approval of applicable permits;

Task 1 Archaeological Desktop Study and USACE/THC Coordination

The Desktop Review will consist of a comprehensive review of records that pertain to the project area or Area of Potential Effect (APE). Specifically, during the background study, The Engineer's archaeologists will consult the available resources from the Texas Historical Commission (THC) and the Texas Archaeological Research Laboratory (TARL) in Austin, Texas. Survey reports, site files, and maps will be examined to gather more

detailed information regarding the project area and its immediate vicinity. In addition, aerial photos, topographic maps, geologic maps, and soil survey maps will also be reviewed to provide information on land use, topography, soils, vegetation, geology, and levels of development within the project vicinity. The goal of the study is to determine the likelihood that the project will impact significant historic (historic and prehistoric sites) resources. Significant historic resources may consist of standing structures and/or prehistoric cultural deposits that have the potential to be listed on the National Register of Historic Places and to be formally designated as State Antiquities Landmarks.

The desktop study will result in the production of a letter report summarizing the resources consulted, the findings of the review, and recommendations regarding any additional field investigations that may be warranted prior to the inception of the development activities. The document will be submitted to the City for review. In anticipation for the potential need of a US Army Corps of Engineers (USACE) permit, the desktop will be prepared to meet appropriate standards. Once the City has reviewed the report, and all comments addressed, The Engineer will produce a final version of the desktop study to submit to the THC and USACE for consultation. The submittal can be done by the City or by The Engineer, depending on the City preference. If USACE involvement is determined over the course of the project, the USACE will handle coordination with the THC, if needed. The USACE will have final determination on the appropriate level of effort needed to comply with Section 106 of the NHPA (National Historic Preservation Act).

Task 2 Phase I Environmental Site Assessment

Review of Records and Resource Materials: The Engineer will review reasonably ascertainable pertinent records and resource materials (e.g. historical aerial photographs, city directories, Sanborn maps, closed/abandoned landfill inventories, USGS topographic maps, Railroad Commission of Texas data, or other resources providing clues as to potential hazardous material or petroleum product usage on site) that are practically reviewable within the cost and time constraints of the ESA-I. Federal, state, local, and facility records will be evaluated for environmentally significant information regarding the site and documented facilities or incidents within the approximate minimum search distance established by the environmental professional in accordance with the ASTM standard.

Review of Recorded Land Title Records: The Engineer will review records of fee ownership, leases, land contracts, easements, liens, and other encumbrances on or of the property as provided by City or owner, for the purpose of identifying past owners or operators on the site who may have been involved in activities known or reported to include the generation, handling, or disposal of hazardous waste.

The Engineer will perform a site reconnaissance to identify any *recognized environmental conditions* in connection with the properties. The environmental professional shall visually and physically observe the property, and any structure(s) located on the property not obstructed by bodies of water, adjacent buildings, or other obstacles for environmental hazards and conditions related to the property. The adjoining properties, structures, and

potential recognizable environmental hazards and conditions of the property shall be observed visually from all adjacent public thoroughfares, roads, or access points, as well as subject property. The extent of the site reconnaissance is subject to limiting conditions such as weather, impassable obstacles, or access restricted by owners or occupants.

In order to comply with the All Appropriate Inquiry (AAI) rules, it is mandatory for The Engineer to conduct interviews with current owner(s) and occupant(s) of the subject property. Should the City not wish The Engineer to contact current or past owners or occupants, the City shall notify The Engineer in writing.

Additional interviews will be conducted with parties such as current and past facility managers, past owners, operators or occupants of the property, and employees of the government, environmental regulatory personnel, fire department personnel, health department personnel, and occupants or owners of adjoining properties or operations as necessary and or practical to meet the objectives and performance factors of the AAI rule. Interviews include inquiries in person, by telephone, or by written correspondence. Information from interviews shall be documented including persons interviewed, date and time of the interview, and information provided. In the event an interview is not possible, this possible data gap will be discussed in the report.

The final report of the ESA-I will include:

- documentation of information sources;
- the facts and description of environmental conditions relevant to the site;
- the identity and qualifications of the environmental professional(s) involved in the performance of the ESA-I, including signed declarations;
- the opinion by the environmental professional of the impact of *recognized environmental conditions* in connection with the property; and
- recommendations for further action if deemed warranted.

Task 3 Natural Resources Evaluations

Rare, Threatened, and Endangered Species

The Engineer will research readily available environmental information from appropriate local, state, and federal agencies relative to the project area. This will include a review of desktop resources such as USGS topographic maps, aerial photography, Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (TXNDD) Element of Occurrence Records (EOR), TPWD Rare Resources by County lists, U.S. Fish & Wildlife designated critical habitat, and other available data.

A field visit will be conducted in support of the assessment. The vegetation of the project area will be characterized as will the ecological setting in accordance with TPWD map publications, including The Vegetation Types of Texas. This data will aid in determining the potential presence of state and federally listed species and critical habitat in the proposed project area. The Engineer will report suitable and non-suitable habitat for the species potentially occurring within the project area.

This scope of work does not include the preparation of a Biological Assessment or formal consultation under Sections 7 and/or 10 of the Endangered Species Act.

Potential Waters of the U.S. Determination/Delineation

The Engineer will conduct field investigations and prepare a Waters of the U.S. (including wetlands) delineation report in accordance with current federal delineation methodology including the *1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual* and *2010 Regional Supplement for the Great Plains Region*. The Engineer will identify and delineate the boundaries of potential waters of the U.S., including special aquatic sites (e.g., wetlands), and collect representative wetland sample data points. If no wetlands features are readily observed in the field, Wetland Determination Data Forms will be completed to document negative findings. Any identified stream/wetland boundaries will be surveyed using a survey-grade Global Positioning Satellite (GPS) system.

The Engineer will prepare a delineation report complete with appropriate field data forms to provide documentation of these conditions. This report will need to accompany a Section 404 permit application, if one is required prior to site development. The report will include:

- Brief description of the project, methods/sampling procedures, and results as required by the USACE;
- Boundaries of waters of the U.S. identified in the field;
- Figure depicting the location of each wetland sample data point;
- Completed wetland data forms;
- Area (acres) of potential jurisdictional waters of U.S. shown on an exhibit;
- Pertinent published data (e.g., historical USGS topographic maps, historical aerial photography, Federal Emergency Management Agency maps, National Wetland Inventory Maps, and USDA soil surveys) to support the findings.

The WOUS Delineation report will be used as supporting documentation in the Department of the Army Permit Application.

The Engineer will prepare a memorandum indicating whether the project requires a Section 404 permit, the most appropriate permit(s) based on the proposed construction activities, potential mitigation, and next steps.

Task 4 NEPA Compliance – The scope assumes no federal transportation funds

It shall be the responsibility of the Engineer to obtain any additional information necessary for the full and proper execution of this work. The cost for all Engineers required shall be borne by the Engineer and included in the Fee.

The Engineer shall participate in conference call meetings, and meetings in person as determined as necessary by the City.

After all review and approval requirements for the Summary of Needs Study have been met, and incorporation of any changes requested by the City, the City shall authorize the Engineer in writing to commence Conceptual Design.

PHASE II - CONCEPTUAL DESIGN

Structural

The Engineer shall develop structural alternative concepts at the Guadalupe Tributary No. 28 crossing of Klein Rd, which may include a culvert, bridge structure, or other special structural span elements.

EXHIBIT C

WORK SCHEDULE

The Engineer will commence work upon receipt of signed authorization from City of New Braunfels. Our project schedule is as follows:

Phase	Start Date	End Date	Duration
PHASE I - SUMMARY OF NEEDS STUDY	5/30/2018	7/11/2018	6 weeks
PHASE II - CONCEPTUAL DESIGN	7/11/2018	8/1/2018	3 weeks
PHASE III - SCHEMATIC DESIGN	8/1/2018	9/12/2018	6 weeks

EXHIBIT D

Basis of Compensation

Pape-Dawson will perform the Base Services described in Exhibit B per the enclosed Attachment A – Base Services Fee Schedule.

At the City's request, Pape-Dawson will perform Additional Services described in Exhibit B1 per the enclosed Attachment B – Additional Services Fee Schedule to enhance study findings, cost estimate accuracy, and reduction of risks associated with the broad assumptions that will be made in lieu of the tasks enumerated therein. Should the City elect to authorize Pape-Dawson to perform some of the Additional Services listed, the major tasks are presented in order of greatest potential benefit to study results.

Klein Road Phase 2 - Base Services

	Sr Project Engineer	Structural Engineer	Project Manager	Project Engineer	Designer	EIT	Engineering Technician	Clerical	RPLS Project Manager	RPLS Task Leader	Senior Survey Tech	2-Person Survey Crew	3-Person Survey Crew	Lump Sum Cost Items (\$)	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	\$160.00	\$160.00	\$137.00	\$120.00	\$115.00	\$115.00	\$85.00	\$70.00	\$150.00	\$125.00	\$100.00	\$160.00	\$195.00		
PHASE I - SUMMARY OF NEEDS STUDY															
Stakeholder and Team Coordination Meetings															
Project Kickoff Workshop	4		4	4											
Project Team Coordination Meetings			4	4	4	4									12
Design Code Review	1		1	2		4									16
Drainage Analysis															8
Collect existing hydrologic and hydraulic data															
Field visit (1)	4					4									8
Review existing data (as-builts, survey, models, etc.)	1					2									3
FEMA / FPA Data request	1					2									3
Develop Hydrology (flows) for drainage crossing															
Develop drainage area	1					12									13
Develop hydrologic model	1					12									13
Develop drainage area map (11x17)	1					6	6								13
Develop Hydraulics for existing and proposed crossing															
Develop hydraulic model	4					12									16
Develop two (2) preliminary alternatives	1					8									9
Develop two (2) exhibits, one of each alternative	1					6	6								13
Develop drainage cost estimate			4	4											8
Develop Drainage Summary of Needs Memo	4					12									16
Traffic Analysis															
Existing Conditions	2		4	8		20									34
Traffic Projections	1		2	4		10									17
Proposed Traffic Model	2		2	8		12									24
Develop Traffic Summary of Needs Memo	1		1	8		8									18
Report Development															
Contact Texas 811 and local utility providers for map data										1	5				6
Compile utility map data to create a utility base map									1	2	25				28
Add Ownership polygons and GCAD account numbers to right-of-way base map										1	5				6
Compose Ownership Database										1	8				9
Draft Report			4	12		8									24
QA/QC	4														4
Incorporate any changes requested by the City			1	4		4									9
SUB-TOTALS	34		27	58	4	146	12		1	5	43			\$ -	330
TOTAL LABOR COSTS	\$ 5,440.00	\$ -	\$ 3,699.00	\$ 6,960.00	\$ 460.00	\$ 16,790.00	\$ 1,020.00	\$ -	\$ 150.00	\$ 625.00	\$ 4,300.00	\$ -	\$ -	\$ -	\$ 39,444.00
% DISTRIBUTION OF STAFFING	10.3%		8.2%	17.6%	1.2%	44.2%	3.6%		0.3%	1.5%	13.0%				85%
SUBTOTAL - PHASE I - SUMMARY OF NEEDS STUDY															\$39,444.00

Klein Road Phase 2 - Base Services

	Sr Project Engineer	Structural Engineer	Project Manager	Project Engineer	Designer	EIT	Engineering Technician	GIS Technician	Clerical	RPLS Project Manager	RPLS Task Leader	Senior Survey Tech	2-Person Survey Crew	3-Person Survey Crew	Lump Sum Cost Items (\$)	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	\$160.00	\$160.00	\$137.00	\$120.00	\$115.00	\$115.00	\$85.00	\$85.00	\$70.00	\$150.00	\$125.00	\$100.00	\$160.00	\$195.00		
PHASE II - CONCEPTUAL DESIGN																
Stakeholder and Team Coordination Meetings																
Attend Design Concept Conference	4		4			8										16
Project Team Coordination Meeting	2		2		2	2										8
Concept Development																
Develop alignment and proposed roadway layout, existing and proposed typical sections			1	2	8	12	12									35
Identification of all existing and proposed utilities (public and private), structures, burial grounds, neighborhood communities, historical landmarks, and undeveloped areas is required			1	4		4	4	8								21
Develop alternative alignments with associated exhibits, identify a preferred alternative alignment.			2	8	4	12	12	4								42
Conceptual Cost Estimates for the alternative Concept Design solutions, including ROW' acquisition.			2	4		8										14
QA/QC	4															4
Incorporation of any changes ordered by the City prior to Schematic Design			2	4	8	12										26
SUB-TOTALS	10		14	22	22	58	28	12							\$ -	166
TOTAL LABOR COSTS	\$ 1,600.00	\$ -	\$ 1,918.00	\$ 2,640.00	\$ 2,530.00	\$ 6,670.00	\$ 2,380.00	\$ 1,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,758.00
% DISTRIBUTION OF STAFFING	6.0%		8.4%	13.3%	13.3%	34.9%	16.9%	7.2%								100%
SUBTOTAL - PHASE II - CONCEPTUAL DESIGN																\$18,758.00

Klein Road Phase 2 - Base Services

	Sr Project Engineer	Structural Engineer	Project Manager	Project Engineer	Designer	EIT	Engineering Technician	GIS Technician	Clerical	RPLS Project Manager	RPLS Task Leader	Senior Survey Tech	2-Person Survey Crew	3-Person Survey Crew	Lump Sum Cost Items (\$)	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	\$160.00	\$160.00	\$137.00	\$120.00	\$115.00	\$115.00	\$85.00	\$85.00	\$70.00	\$150.00	\$125.00	\$100.00	\$160.00	\$195.00		
PHASE III - SCHEMATIC DESIGN																
Stakeholder and Team Coordination Meetings																
Attend Schematic Workshop	4		4	4												12
Attend Utility Coordination Meeting			4	4												16
Attend Public Meeting	4		4	4												20
Project Team Coordination Meeting			4	4	4											16
Schematic Development																
Develop Base Maps				4	4		4	4								24
Typical Sections				2			4	4								10
Environmental Constraints				1	2			4								9
Drainage				2												6
ROW Requirements	1		1	2												8
Construction Sequence	1		2	4												11
Design Exceptions	1		2	4												7
Traffic and Operational Analysis				2			4	4								10
Bicycle and Pedestrian Accommodations				2			4	4								10
Stakeholder Outreach			8													8
Prepare materials for and participate in a Community Meeting			4													12
Deliverable Schematic					4			12								24
Refine study models, perspective sketches, and/or digital models				2	4											10
Schematic Design Cost Estimate			2	4												14
Updated Code/Standard/Ordinance Review and Summary of Needs Report			1	4												13
QA/QC	4															4
Incorporate any changes requested by the City regarding the Schematic Design			1	2												11
SUB-TOTALS	15		37	51	18	98	28	8							\$ -	255
TOTAL LABOR COSTS	\$ 2,400.00	\$ -	\$ 5,069.00	\$ 6,120.00	\$ 2,070.00	\$ 11,270.00	\$ 2,380.00	\$ 680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,989.00
% DISTRIBUTION OF STAFFING	5.9%		14.5%	20.0%	7.1%	38.4%	11.0%	3.1%								100%
SUBTOTAL - PHASE III - SCHEMATIC DESIGN																\$29,989.00

Klein Road Phase 2 - Base Services

	Sr Project Engineer	Structural Engineer	Project Manager	Project Engineer	Designer	EIT	Engineering Technician	GIS Technician	Clerical	RPLS Project Manager	RPLS Task Leader	Senior Survey Tech	2-Person Survey Crew	3-Person Survey Crew	Lump Sum Cost Items (\$)	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	\$160.00	\$160.00	\$137.00	\$120.00	\$115.00	\$115.00	\$85.00	\$85.00	\$70.00	\$150.00	\$125.00	\$100.00	\$160.00	\$195.00		
PHASE IV - CONTRACT ADMINISTRATION																
Coordination, Schedule, and Meetings																
Develop and maintain a Design Schedule	2		8													10
Monthly Progress Reports	2		4						8							14
Coordination with Subconsultants	2		16													18
Prepare monthly invoices	2		4						8							14
Meeting Minutes for project meetings	2		4			10										16
SUB-TOTALS	10		36			10			16							
TOTAL LABOR COSTS	\$ 1,600.00	\$ -	\$ 4,932.00	\$ -	\$ -	\$ 1,150.00	\$ -	\$ -	\$ 1,120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,802.00
% DISTRIBUTION OF STAFFING	13.9%		50.0%			13.9%			22.2%							78%
SUBTOTAL - PHASE IV - CONTRACT ADMINISTRATION																\$8,802.00

DESCRIPTION	TOTAL COST															
PHASE I - SUMMARY OF NEEDS STUDY																\$ 39,444.00
PHASE II - CONCEPTUAL DESIGN																\$ 18,758.00
PHASE III - SCHEMATIC DESIGN																\$ 29,989.00
PHASE IV - CONTRACT ADMINISTRATION																\$ 8,802.00
SUBTOTAL LABOR EXPENSES																\$96,993.00

OTHER DIRECT EXPENSES	UNIT	RATE	QUANTITY	TOTAL COST
Mileage	mile	0.54	200	\$ 108.00
Standard Postage	letter	0.47	72	\$ 33.84
Courier Services	each	33	54	\$ 1,782.00
Photocopies B/W (11" X 17")	each	0.2	100	\$ 20.00
Photocopies B/W (8 1/2" X 11")	each	0.1	1000	\$ 100.00
Photocopies Color (11" X 17")	each	1.2	1000	\$ 1,200.00
Photocopies Color (8 1/2" X 11")	each	0.65	1000	\$ 650.00
Plots (Color on Photographic Paper)	per sq. ft.	4	1000	\$ 4,000.00
TOTAL OTHER DIRECT EXPENSES				\$7,893.84

SUMMARY	
TOTAL LABOR COSTS	\$96,993.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$7,893.84
GRAND TOTAL	\$104,886.84

Klein Road Phase 2 - Additional Services

	Sr Project Engineer	Structural Engineer	Project Manager	Project Engineer	Designer	EIT	Engineering Technician	GIS Technician	Clerical	RPLS Project Manager	RPLS Task Leader	Senior Survey Tech	2-Person Survey Crew	3-Person Survey Crew	Lump Sum Cost Items (\$)	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	\$160.00	\$160.00	\$137.00	\$120.00	\$115.00	\$115.00	\$85.00	\$85.00	\$70.00	\$150.00	\$125.00	\$100.00	\$160.00	\$195.00		
PHASE I - SUMMARY OF NEEDS STUDY																
Site Survey																
Obtain ROE to obtain hydraulic XS within floodway of unnamed tributary to Guadalupe River (2 owners)											1	2				3
Obtain hydraulic XS within floodway of unnamed tributary to Guadalupe River (4500 linear feet)											2	12		30		44
Obtain threshold or finished floor elevations of houses adjacent to floodway of unnamed tributary to Guadalupe River												3	5			8
Research, draw (12 plats, 5 deeds) and create calculated points for minimal field recovery of existing right-of-way										2	5	45		20		72
Correlate deed, plat and map data to field recovered evidence to create a right-of-way base map										2	12	5				19
Environmental Analysis																
Task 1 Archaeological Desktop Study and USACE/THC Coordination															\$ 3,866.00	
Task 2 Phase I Environmental Site Assessment															\$ 4,131.00	
Task 3 Natural Resources Evaluations															\$ 12,183.50	
Geotechnical Analysis																
Drilling															\$ 4,859.00	
Field logging/coordination															\$ 6,339.00	
Laboratory testing															\$ 3,007.00	
Develop Geotechnical Summary of Needs report components															\$ 4,190.00	
SUB-TOTALS										4	20	67	5	50	\$ 38,575.50	146
TOTAL LABOR COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ 2,500.00	\$ 6,700.00	\$ 800.00	\$ 9,750.00	\$ 20,350.00	
% DISTRIBUTION OF STAFFING										2.7%	13.7%	45.9%	3.4%	34.2%		
SUBTOTAL - PHASE I - SUMMARY OF NEEDS STUDY																\$58,925.50

Klein Road Phase 2 - Additional Services

	Sr Project Engineer	Structural Engineer	Project Manager	Project Engineer	Designer	EIT	Engineering Technician	GIS Technician	Clerical	RPLS Project Manager	RPLS Task Leader	Senior Survey Tech	2-Person Survey Crew	3-Person Survey Crew	Lump Sum Cost Items (\$)	TOTAL LABOR HRS. & COSTS
CONTRACT RATE PER HOUR	\$160.00	\$160.00	\$137.00	\$120.00	\$115.00	\$115.00	\$85.00	\$85.00	\$70.00	\$150.00	\$125.00	\$100.00	\$160.00	\$195.00		
PHASE II - CONCEPTUAL DESIGN																
Structural Alternatives																
Klein Rd at Guadalupe Tributary No. 28 Crossing Structural Analysis		20	4													24
Concept Development																
Meetings with affected property owners (MAPOs), public meetings and public hearing			4	4												8
SUB-TOTALS		20	8	4												
TOTAL LABOR COSTS	\$ -	\$ 3,200.00	\$ 1,096.00	\$ 480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	32
% DISTRIBUTION OF STAFFING		62.5%	25.0%	12.5%												100%
SUBTOTAL - PHASE II - CONCEPTUAL DESIGN																\$4,776.00

DESCRIPTION																	TOTAL COST
PHASE I - SUMMARY OF NEEDS STUDY																	\$ 58,925.50
PHASE II - CONCEPTUAL DESIGN																	\$ 4,776.00
SUBTOTAL LABOR EXPENSES																	\$63,701.50

OTHER DIRECT EXPENSES	UNIT	RATE	QUANTITY	TOTAL COST
Mileage	mile	0.54	300	\$ 162.00
Map/Plat Records	sheet	2	15	\$ 30.00
Deed Copies	sheet	2	10	\$ 20.00
GPS RTK	hour	25	40	\$ 1,000.00
TOTAL OTHER DIRECT EXPENSES				\$1,212.00

SUMMARY

TOTAL LABOR COSTS	\$63,701.50
NON-SALARY (OTHER DIRECT EXPENSES)	\$1,212.00
GRAND TOTAL	\$64,913.50

May 30, 2018

Jennifer Gates
Buyer | Finance
City of New Braunfels
550 Landa Street, New Braunfels, TX 78130

PROPOSAL

Re: RFQ 18-021 Landa Park – Pedestrian Improvements Proposal

Asakura Robinson Company is pleased to submit this proposal for planning and design services associated with the above mentioned project. Our firm's mission is to enhance environments and positively impact communities through innovation, engagement, stewardship, and an integrated planning and design process. We have built our reputation on our strength in working with clients and communities, and welcome this opportunity to work with you and your constituents in creating a high quality project.

Summary

Our approach to designing the Landa Park-Pedestrian Improvements project is outlined to meet the current needs of the park as expressed articulated in the RFQ 18-021 dated April 4, 2018, as well as our experience providing consulting services for the previously completed Landa Park and Arboretum Master Plan dated April 27, 2018. Per the proposed construction budget for the project scope, we are proposing a **Primary Scope of Work** that will provide an effective response to the most pressing issues affecting Preliminary Design for all pedestrian improvements, as well as an **Additional Scope of Work** which will address the additional services for your consideration.

In addition to Asakura Robinson's role as prime consultant and Landscape Architect/Planner/Urban Ecologist, our design team consists of specialized supporting sub-consultants, namely Jones | Carter (Civil Engineering/Survey), SWCA (Environmental Permitting), Altura (ADA/Accessibility), and Raba Kistner (Geotechnical Engineering).

We understand the scope of work for this effort to include Preliminary Design for the following projects identified in the Master Plan (p. 183):

CIRCULATION

PHASE	PROJECT	APPROX. UNITS	COST RANGE	NOTES
ST	Panther Canyon Trail Connection	3,000 sqft	\$30k - 60k	incl. elevated walk
ST	Landa Park Drive Pedestrian Crossings	n/a	\$5k - \$6k	7 striped crossings

ST	Fredericksburg Road Ped Crossings	n/a	\$20k - \$24k	2 striped crossings incl. timed signals and flashing beacons
ST	Landa Street Shared Lane Striping	2,259 lf	\$5k - \$10k	1 marking/100'
ST	Monument Drive Closure w/ Bollards	n/a	\$9k - \$15k	12 bollards
ST	Playground Loop Closure w/ Bollards	n/a	\$9k - \$15k	12 bollards
ST	E.P. Nowotney Drive Closure w/ Bollards	n/a	\$4.5k - \$7.2k	6 bollards
ST	Gazebo Loop Road Closure w/ Bollards	n/a	\$4.5k - \$7.2k	6 bollards
INT	Landa Park Drive (Landa Haus-spring run)	46,000 sqft	\$1.5m - \$2m	incl. permeable paving, adj. trail and bioswales
INT	Picnic Promenades	26,000 sqft	\$200k - \$300k	variable width, incl. removal of roadway
INT	Playground Promenades	9,000 sqft	\$75k - \$150k	variable width, incl. removal of roadway
INT	Dance Slab / Boat House Area ped network & service drive	16,000 sqft	\$100k - \$150k	variable width
INT	Gazebo Loop Trails	3,700 sqft	\$75k - \$150k	6' width, incl. removal of roadway
INT	Gazebo Loop Parking Area	7,500 sqft	\$50k - \$100k	Retrofit
INT	Fredericksburg Rd. Pkg - Girl Scout Site	115,000 sqft	\$1.15m - \$1.72m	New Build
INT	Fredericksburg Rd Pkg. - Landmark Site	77,000 sqft	\$770k - \$1.15m	New Build
INT	Fredericksburg Field Parking	34,500 sqft	\$345k - \$520k	Retrofit
INT	Landa Park Drive / Springs Parking	18,500 sqft	\$185k - \$280k	Retrofit
INT	Landa Haus Parking	87,000 sqft	\$870k - \$1.3m	Retrofit
INT	Elizabeth Avenue Parking	96,000 sqft	\$960k - \$1.4m	Retrofit
INT	Recreation Center Parking	28,500 sqft	\$300k - \$500k	Retrofit
INT	California Blvd. On-Street Trail	9,000 sqft	\$40k - \$60k	6' width
INT	Fredericksburg Road Off-Street Trail	15,000 sqft	\$75k - \$100k	6' width
INT	Elizabeth Ave Off-Street Trail	24,000 sqft	\$120k - \$175k	6' width
SUBTOTAL			\$6.9m - \$10.2m	

The **Additional** scope is designed to complement the *Primary* scope and is comprised of two optional focus areas, which can be added to the overall scope separately or in combination:

1. Additional topo survey of areas not included in previous survey, including site boundaries, major features and existing trees;
2. Topographic survey with spot elevations and contours at 1' intervals for previous survey areas.

A. PRIMARY SCOPE OF WORK

Landa Park Pedestrian Improvements: A comprehensive Master Plan for Landa Park was adopted in 2017. One key recommendation from the plan addresses circulation within the park. The circulation proposal focuses on ways of better coordinating the need for both vehicles and people to move through and around Landa Park more safely and comfortably. Parking management, redesigned roadways, storm water management and an expanded pedestrian network are key components.

PRELIMINARY DESIGN:

- Phase 1: Summary of Needs Study
- Phase 2: Conceptual Design
- Phase 3: Schematic Design
- Cost Estimation Services (included in Phases 1, 2, 3 above)

Phase 1.0 – Summary of Needs Study:

Objective: The Summary of Needs Study shall establish and address the requirements, goals and the constraints for this project.

Deliverables: The Summary of Needs Study shall include, but not be limited to, the following deliverables, related services and activities:

- 1.1 Project Kick-Off Workshop: In collaboration with City Staff, the Consultant shall host a Project Kick-off Workshop to establish project Goals with the key project stakeholders.
- 1.2 Programming: In collaboration with City Staff, the Consultant shall engage in a programming workshop to:
 - 1.2.1 Develop and refine a plan for the full build-out scenario. (per Master Plan)
 - 1.2.2 Develop and refine a site use program. (per Master Plan)
 - 1.2.3 Present the Program to project stakeholders.
- 1.3 Code Reviews: All designs must comply with all City, State and Federal Guidelines, Standards, Ordinances and Codes.
- 1.4 Geotechnical Study; the Consultant shall provide a thorough Geotechnical Study and Report for the project area, including design recommendations.
- 1.5 Site Survey: As an additional service, Consultant shall provide a Site Survey for areas not included in previous existing survey used in preparation of the Landa Park Master Plan. If this additional service is not selected by Client, Consultant shall utilize LIDAR and GIS information provided by the Client.
- 1.6 Civil Assessment: The Consultant shall provide a Civil Assessment of the site based on existing information and information obtained as part of the Summary of Needs Study.
- 1.7 Environmental Studies: The consultant shall identify the potential of environment concerns and review known environmental issues such as potential contamination, historical districts, archeological sites, endangered species habitat area, tree protection and projects over the

Edwards Aquifer recharge zone(s); provide a Phase I as deemed necessary by the City.

Environmental Services include:

Task 1: Cultural Resources Assessment

Task 2: Environmental/Natural Resources Assessment

Task 2A: Natural Resources Desktop Evaluation and Permitting Review/Summary

Task 2B: Hazardous Materials Database Review

- 1.8 Permitting: The consultant shall identify, and review known or potential permitting issues including, but not limited to, USACE404 under the Clean Water Act, National Environmental Policy Act (NEPA), National Historic Preservation Act, WPAP, etc. and the anticipated duration for submittal and the approval of applicable permits;
- 1.9 Community Meetings: The Consultant shall participate in one Community Meetings conducted during the Summary of Needs Study, if desired by Client.
- 1.10 Identify potential funding sources/partners for the project.
- 1.11 ADA/Accessibility Assessment: Based upon Accessibility Assessment provided in the Landa Park Master Plan, review all Summary of Needs Study and make comments.

The City of New Braunfels will make available to the Consultant any readily available existing conditions data, drawings and related information it has for the project. Data, documents and related information will likely consist of varying electronic and paper format.

It shall be the responsibility of the Consultant to obtain any additional information necessary for the full and proper execution of this work. The cost for all Consultants required shall be borne by the Consultant and included in the Fee.

The Consultant shall participate in conference call meetings, and meetings in person as determined as necessary by the City.

After all review and approval requirements for the Summary of Needs Study have been met, and incorporation of any changes requested by the City, the City shall authorize the Consultant in writing to commence Conceptual Design.

Phase 2.0 – Conceptual Design:

Objective: The primary objective of the Conceptual Design Phase is to ensure that multiple options have been explored, reviewed and analyzed.

Deliverables: Based on the approved Summary of Needs Study, the Conceptual Design Phase shall include, but not be limited to, the following deliverables, related services and activities:

Concept Sketches: based upon the outcome of the Workshops held in the Summary of Needs Study, the Architect shall prepare and present for the City's approval, without limitation, the following:

- 2.1 Two (2) Alternative Concept Sketches – rough, diagrammatic drawings of the site design, including parking.
- 2.2 Photos of architectural/project precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.

Concept Design: based upon the City's selection of a Concept Sketch direction, the Architect shall prepare and present for the City's approval, without limitation, the following:

- 2.3 Alternative Concept Design solutions of the project in a more refined manner than the Concept Sketches.
- 2.4 Using some combination of study models, perspective sketches, and/or digital modeling, describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.
- 2.5 Conceptual Cost Estimates for the alternative Concept Design solutions.

After all review and approval requirements for Conceptual Design have been met, and incorporation of any changes ordered by the City, the City shall authorize the Consultant in writing to commence Schematic Design.

Phase 3.0 – Schematic Design:

Objective: The primary objective of the Schematic Design Phase is to define the site and building relationships, character, and layout and establish the project scope within the requirements of the Project.

Deliverables: Based upon the City's selection of a Final Conceptual Design, the Schematic Design Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables, related services and activities:

- 3.1 Schematic Site Drawings which illustrate all components of the Project including the size, scale, location, dimensions, and character of the trails, reconstructed paving and parking.
- 3.2 Schematic detail and section Drawings which illustrate the spatial relationships, construction, materials and character of the Project.
- 3.3 Refined and developed study models, perspective sketches, and/or digital models.
- 3.4 Schematic drawings and specifications illustrating and describing the landscape architectural and civil components of the Project.
- 3.5 Written description of all materials and components to be incorporated into the Project.
- 3.6 Any other documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
- 3.7 Project Construction Phasing Plan, illustrating the Construction phases required to achieve the Master Plan vision for the project.
- 3.8 Schematic Design Cost Estimate broken down by proposed Construction Sequences, for the Master Plan vision for the project (all phases) including potential operations and maintenance costs. We understand that the Client will contract separately for a third party review of opinion of probable costs.
- 3.9 Community Meetings: Prepare materials for and participate in one Community Meeting conducted during Schematic Design, if requested by Client.
- 3.10 Updated Code Review for Schematic Design.
- 1.11 Updated Civil Engineering, Environmental Permitting, Geotechnical Engineering and ADA/Accessibility Review for Schematic Design.

The Consultant shall present the Schematic Design deliverables to the City and shall incorporate any changes requested by the City regarding the Schematic Design or the requirements of the Project.

The Consultant team shall participate in conference call meetings and meetings in person as determined as necessary by the City.

In addition, the Consultant shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall prepare presentations and represent the City in presenting as necessary to achieve final plan review and approval.

OTHER CONDITIONS AND INFORMATION:

Formats for Deliverables: All deliverables for all Stages and Phases shall be submitted in nascent software formats (".pdf" AND ".dwg" AutoCAD® for Drawing files; ".pdf" AND Microsoft Word® ".doc" for Specification files and Meeting Minutes; ".pdf" AND Microsoft Project® for Project Schedules) via electronic download at the end of each Stage and Phase as Record Deliverables. Files may be compressed in a ".zip" file format.

Meeting Minutes: The Consultant shall record and issue meeting minutes for all meetings, conferences, and conference calls attended by the Consultant to all attendees.

Project Schedule: The Consultant shall submit within ten (10) calendar days after the award and/or execution of the Contract a Project Schedule, which shall include:

- Proposed duration of each Stage and Phase.
- Milestone dates including review submittals.
- Allowance for reasonable time required for all reviews/approvals by all authorities.

Standard of Care: The standard of care of the services provided by the Consultant shall meet or exceed that level commonly expected of professional architects and engineers that are licensed to practice in the State of Texas.

The Consultant shall assume the role of "Architect-of-Record" and "Engineer-of-Record" for all work performed under the contract and be licensed in the State of Texas. All construction documents for the work performed under the contract shall bear a current, active professional seal recognized by and as required the State of Texas.

The Consultant shall attend and participate in project meetings with various City departments/divisions and/or public meetings as required during all Stages. Upon request, the Consultant shall make field observations and conduct investigations, as required, to evaluate existing conditions during all Stages.

PERFORMANCE MEASURES / KEY PERFORMANCE INDICATORS:

Upon contract award, the selected firm and the City shall mutually determine performance measures for the contract to include, but not be limited to, factors such as:

- adherence to schedule;
- effective communication with City staff;
- overall quality of design deliverables

DAYS TO ACHIEVE COMPLETION AND FINAL PAYMENT:

A. The Work will be completed by September 12, 2018. The completion schedule will be further defined with the final contract.

B. The Firm and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in the final contract.

C. Extensions will require approval by the City.

D. The Firm shall pay Owner \$250 for each calendar day that expires after the time specified in the final contract for Completion until the Work is complete. After Completion, if Firm shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Firm shall pay Owner \$250 for each calendar day that expires after the time specified in the contract until the Work is completed and ready for final payment.

B. ADDITIONAL SCOPE OF WORK

Phase 4: Survey and Phase 1 ESA

This task will be provided by Asakura Robinson if requested by Client based on the followed scope:

- 4.1 Topographical Survey of Improvement Areas Outside of Core Park Survey (Jones | Carter)
- 4.2 Elevations of Features Within Core Park Area (Jones | Carter)
- 4.3 Phase I Environmental Site Assessment (SWCA)

C. COMPENSATION

Fees for Professional Services will be billed as follows:

PRIMARY SCOPE OF WORK:

Phase 1. Summary of Needs Study	\$ 30,660.00
Phase 2. Conceptual Design	\$ 45,650.00
Phase 3. Schematic Design	\$ 77,650.00
Totals	\$153,960.00

ADDITIONAL SCOPE OF WORK:

Phase 4.1 Topo Survey Outside Core Park Area	\$ 19,800.00	(initial to accept)
Phase 4.2 Phase I Environmental Site Asses.	\$ 3,822.50	(initial to accept)
Phase 4.3 Geotechnical Engineering	\$ 14,904.00	(initial to accept)
Totals:	\$ 38,526.50	

Note: *Additional Scope of Work* fees provided by sub-consultants include Asakura Robinson's 5% project management fee.

1. The fees and reimbursable costs shall be billed monthly as a percentage of work completed or actual costs for any additional services and reimbursables. Reimbursable costs / expenses include: cost of copies of drawings; plots; color copies; courier; automobile travel per IRS guideline; fees for approved additional consultants such as engineering consultants; and any other expenses incurred as a result of services specifically requested by the client. Reimbursable costs shall not exceed **\$10,000.00** without prior written approval of Client.

D. EXCLUSIONS TO SCOPE OF WORK AND ADDITIONAL SERVICES

1. Owner shall provide the following information as required for performance of the work. Asakura Robinson Company assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Asakura Robinson Company be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as additional services.
 - a) Topography, boundary surveys and Legal descriptions of property not included in scope of work, above.
 - b) Existing site engineering and utility base information.
 - c) Application and Permit Fees
 - d) TAS review and approval
2. Additional Services include but are not limited to:
 - a) Work requested and or authorized by the Client not defined in the 'Scope of Work' or revisions and changes to Client approved drawings and the preparation of alternatives or change orders requested by the Client.
 - b) Preparation of as-built drawings or of measured drawings or existing conditions.
 - c) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publication, maps, and documents requested by the Client.

Hourly rates are as follow:

Principal-in-Charge	Margaret Robinson	\$215 / hour
Project Manager	Katie Coyne	\$110 / hour
Deputy Project Manager	Colter Sonnevile	\$100 / hour
		All other staff at 3.36 x D.P.E.

E. JURISDICTION AND TERMINATION

JURISDICTION – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be

reached at the following address: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337 Phone / (512) 305-8900 TERMINATION - If the Client should decide to terminate this Agreement, he shall give AR seven (7)_days written notice and shall pay for all services rendered to the date of termination. AR reserves the right to terminate this contract upon fifteen (15) days' notice if any amount billed to client is 90 days past due.

We appreciate your consideration of our firm, and we look forward to working with you. If this proposal meets your approval, please sign and return one (1) copy to our office at your earliest convenience.

Sincerely,



Margaret Robinson, Principal
Asakura Robinson Company LLC
May 30, 2018

Jennifer Gates, Buyer | Finance
City of New Braunfels
Date: _____

Cc: Hayley Pallister, Principal, Asakura Robinson Co.
Katie Coyne, Senior Associate, Asakura Robinson Co.



May 30, 2018

Margaret Robinson
Asakura Robinson
816 Congress Avenue
Austin, TX 78701

RE: Proposal for the Landa Park – Pedestrian Improvements (Bid #18-021) Project

Dear Ms. Robinson,

This is a proposal for the Landa Park – Pedestrian Improvements Project in New Braunfels, Texas. The proposal will be to provide services for the three phases of preliminary design. The three phases will be:

- Phase 1: Summary of Needs Study
- Phase 2: Conceptual Design
- Phase 3: Schematic Design

The services will be provided to help ensure compliance with Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act, and the Texas Accessibility Standards (TAS) as well as 2010 Standards for Accessible Design (SAD).

Feel free to contact me at (512) 410-7059 or at jel@alturalp.com to answer any questions or discuss details of the proposal. Thank you for considering Altura Solutions, L.P. to meet your accessibility consulting needs. We look forward to working with you on the project.

Sincerely,

A handwritten signature in black ink that reads 'Jesús Lardizábal'.

Jesús Lardizábal,
R.A.S. 1051
President

PROJECT SCOPE AND DESCRIPTION

A comprehensive Master Plan for Landa Park was adopted in 2017 by the City of New Braunfels. One key recommendation from the plan addresses circulation within the park. The circulation proposal focuses on ways of better coordinating the need for both vehicles and people to move through and around Landa Park more safely and comfortably.

SCOPE OF WORK

Altura Solutions proposes to perform the following services to support the project's goals and to help ensure compliance with the Texas Accessibility Standards (TAS) and the 2010 Standards for Accessible Design (SAD).

1. Phase 1: Summary of Needs Study
 - a. Attend project Kick-Off Workshop
 - b. Produce document of recommended actions to bring priority one pedestrian elements into TAS and SAD compliance.
2. Phase 2: Conceptual Design
 - a. Review sketches for accessibility benefits and concerns.
 - b. Provide technical assistance to the Team
3. Phase 3: Schematic Design
 - a. Review of schematic design and produce formal report of findings for compliance with the TAS and SAD.
 - b. Provide technical assistance to the Team

EXCLUSIONS

The proposal excludes services to determine compliance with other federal, state or local accessibility requirements and accessibility requirements of building and housing codes such as the International Building Code (IBC).

CONSULTING FEE AND INVOICING

The following fees are proposed for the services outlined in this proposal:

Phase 1

- Attend Kick-off Workshop \$450.00
- Document with Recommended Actions \$1,650.00

Phase 2

- Review Sketches \$1,250.00
- Technical Assistance (\$175/hour for 8 hours) \$1,400.00

Phase 3

- Review of Schematic Design & report of Findings \$2,450.00
- Technical Assistance (\$175/hour for 8 hours) \$1,400.00

The total proposed consulting fee under this agreement is eight thousand six hundred dollars and zero cents (\$8,600.00).

ADDITIONAL SERVICES

Altura Solutions, L.P. provides hourly technical assistance for any services outside of the deliverables listed above. Technical Assistance services include attending meetings with project officials, attending on-site meetings, and assisting with potential design solutions. The consulting rate is \$175.00 per hour.

Altura Solutions, L.P.**Client**

By: _____

By: _____

Print Name: Jesus Lardizabal

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
Fax: 713.777.5976
www.jonescarter.com

May 29, 2018

Margaret Robinson
Asakura Robinson
816 Congress Avenue, Suite 1270
Austin, Texas 78701

Re: Professional Engineering Services Proposal for
Landa Park – Pedestrian Improvements
Asakura Robinson

Ms. Robinson,

Jones|Carter, Inc. (JC) appreciates the opportunity to present this proposal for the engineering services in connection with the *Pedestrian Improvements at Landa Park* in New Braunfels, Texas.

Project Understanding

The project will include the following components:

- Phase 1 – Summary of Needs Study
- Phase 2 – Conceptual Design
- Phase 3 – Schematic Design

Based on our understanding of the project, the review and approval process, and the site characteristics, we prepared the following scope of services and fee proposal for your consideration.

Scope of Services

Services to be provided by JC include:

1. Phase 1 – Summary of Needs Study

- 1.1. Project Kick-Off Workshop: In collaboration with City Staff, the Consultant shall host a Project Kick-off Workshop to establish project Goals with the key project stakeholders.
- 1.2. Programming: In collaboration with City Staff, the Consultant shall engage in a programming workshop to:
 - 1.2.1.1. Develop and refine a plan for the full build-out scenario.
 - 1.2.1.2. Develop and refine a site use program.



Landa Park Pedestrian Improvements

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- 1.2.1.3. Present the Program to project stakeholders. (Assuming one meeting.)
- 1.3. Code Reviews: All designs must comply with all City, State and Federal Guidelines, Standards, Ordinances and Codes.
- 1.4. *Geotechnical Study: Not used.*
- 1.5. Site Survey: Consultant shall provide a Site Survey if the City does not currently have one.
- 1.6. Civil Assessment: The Consultant shall provide a Civil Assessment of the site based on existing information and information obtained as part of the Summary of Needs Study.
- 1.7. *Environmental Study: Not used.*
- 1.8. *Permitting: Not used.*
- 1.9. Community Meetings: The Consultant shall participate in any Community Meetings conducted during the Summary of Needs Study. (Assuming one meeting.)
- 1.10. Potential Funding Sources: Identify potential funding sources/partners for the project.
- 1.11. Existing Conditions Data: The City of New Braunfels will make available to the Consultant any readily available existing conditions data, drawings and related information it has for the project. Data, documents and related information will likely consist of varying electronic and paper format. It shall be the responsibility of the Consultant to obtain any additional information necessary for the full and proper execution of this work. The cost for all Consultants required shall be borne by the Consultant and included in the Fee.
- 1.12. Conference Calls and Meetings: The Consultant shall participate in conference call meetings, and meetings in person as determined as necessary by the City.
- 2. Phase 2 – Conceptual Design
 - 2.1. Alternative Concept Sketches: Two (2) Alternative Concept Sketches – rough, diagrammatic drawings of the site design, including parking.
 - 2.2. Architectural/ Project Precedents: Photos of architectural/project precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.



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- 2.3. Concept Design: based upon the City's selection of a Concept Sketch direction, the Architect shall prepare and present for the City's approval, without limitation, the following:
 - 2.3.1. Alternative Concept Design Solutions: Prepare sketches of the project in a more refined manner than the Concept Sketches.
 - 2.3.2. Perspective Sketches: Using some combination of study models, perspective sketches, and/or digital modeling, describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.
 - 2.3.3. Conceptual Cost Estimates: Prepare estimates for the alternative Concept Design solutions.
- 3. Phase 3 – Schematic Design
 - 3.1. Schematic Site Drawings: Drawings which illustrate all components of the Project including the size, scale, location, dimensions, and character of the structure, and parking.
 - 3.2. Schematic Details and Section Drawings: illustrate the spatial relationships, construction, materials and character of the Project.
 - 3.3. Refined Models: developed study models, perspective sketches, and/or digital models.
 - 3.4. Specifications: Schematic drawings and specifications illustrating and describing the civil components of the Project
 - 3.5. Written Descriptions: Narrative of all materials and components to be incorporated into the Project.
 - 3.6. Other Documents: Any other documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
 - 3.7. Project Construction Phasing Plan: Plan illustrating the Construction phases required to achieve the Master Plan vision for the project.
 - 3.8. Schematic Design Cost Estimate: Prepare estimates broken down by proposed Construction Sequences, for the Master Plan vision for the project (all phases) including potential operations and maintenance costs.
 - 3.9. Community Meetings: Prepare materials for and participate in any Community Meetings conducted during Schematic Design.



Landa Park Pedestrian Improvements

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- 3.10. Updated Code Review: Confirm compliance with applicable guidelines, standards, ordinances, and codes for Schematic Design.
- 3.11. Schematic Design Presentation: The Consultant shall present the Schematic Design deliverables to the City and shall incorporate any changes requested by the City regarding the Schematic Design or the requirements of the Project.
- 3.12. Conference Calls and Meetings: The Consultant team shall participate in conference call meetings and meetings in person as determined as necessary by the City.
- 3.13. City and Public Meetings: The Consultant shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall prepare presentations and represent the City in presenting as necessary to achieve final plan review and approval.

4. Expenses: Reproduction, Mileage, and Plan Approval fees.

Additional Services

- 1. Surveying Services:
 - a. Topographical Survey of Improvement Areas Outside of Core Park Survey (per the sketch dated 05/21/2018).

Proposed Fee

Compensation for services described above will be on a lump sum basis in the following amounts:

- Phase 1 \$10,200.00
- Phase 2 \$15,000.00
- Phase 3 \$39,800.00
- Expenses \$1,000.00
- Surveying Services
 - Topo Outside Core Park Area \$19,800.00

Special Considerations

This proposal is based on the following special considerations:

- 1. Design of water and wastewater improvements are not included in the scope of this proposal.
- 2. Design of electrical improvements are not included in the scope of this proposal.



Landa Park Pedestrian Improvements

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3. Geotechnical Investigations and Environmental studies are not included in the scope of this proposal.
4. Permitting and permit-ready documents are outside of the scope of this proposal.
5. Services requested by the Client that are outside the scope of this proposal will be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates. This schedule is subject to revision January 1st of each year.
6. Fees do not include sales taxes that may be imposed.
7. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
8. This proposal shall be valid for sixty days from this date and may be extended upon approval by this office.

Project Schedule

JC will complete the scope of services defined herein according to the following schedule. Note that durations are in calendar days, commencing with receipt of written notice-to-proceed.

- | | |
|-------------------------------|------------------|
| • Phase 1 – Summary of Needs | 20 calendar days |
| • Phase 2 – Conceptual Design | 28 calendar days |
| • Phase 3 – Schematic Design | 45 calendar days |

Survey work will be completed during Phase 1 and Phase 2 for use during Phase 3.

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. Please return one (1) copy to our office. Should you have any questions, please call 713.777.5337.

Sincerely,

Kristen Hennings, PE, CFM, LEED® Green Associate
Senior Project Manager



Landa Park Pedestrian Improvements

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May 29, 2018

A handwritten signature in blue ink that reads 'Erin E. Williford'.

Erin E. Williford, PE

Department Manager

APPROVED BY:

Signature

Name and Title (Printed)

Date

EEW/KH/kh

Attachments

		Prime Firm/Project Management Planning/Landscape Architecture Asakura Robinson	Civil Engineering Jones Carter	Environmental Permitting SWCA	ADA/Accessibility Altura	Geotechnical Engineering Raba Kistner	Subtotals:	Notes:
Core Services:		48.06%	42.22%	4.13%	5.59%	0.00%	100.00%	
Phase 1								
Phase 2		\$12,000.00	\$10,200.00	\$6,360.00	\$2,100.00		\$30,660.00	
Phase 3		\$28,000.00	\$15,000.00	\$0.00	\$2,650.00		\$45,650.00	
		\$34,000.00	\$39,800.00	\$0.00	\$3,850.00		\$77,650.00	
		\$74,000.00	\$65,000.00	\$6,360.00	\$8,600.00		\$153,960.00	
Additional Services:								
Phase 4.1								
Phase 4.2			\$19,800.00		\$3,822.50		\$19,800.00	Recommended
Phase 4.3							\$3,822.50	Optional
Subtotals:			\$19,800.00	\$0.00	\$3,822.50	\$14,904.00	\$14,904.00	Recommended
Phase	Scope #	Scope description						

1.0 Phase 1 – Summary of Needs Study:

Objective: The Summary of Needs Study shall establish and address the requirements, goals and the constraints for this project.

Deliverables: The Summary of Needs Study shall include, but not be limited to, the following deliverables, related services and activities

		AR						
		J C		SWCA		Altura	Raba Kistner	
1.1	• Project Kick-Off Workshop: In collaboration with City Staff, the Consultant shall host a Project Kick-off Workshop to establish project Goals with the key project stakeholders.							
1.2	• Programming: In collaboration with City Staff, the Consultant shall engage in a programming workshop to:							
1.2.1	o Develop and refine a plan for the full build-out scenario.							
1.2.2	o Develop and refine a site use program.							
1.2.3	o Present the Program to project stakeholders.							
1.3	• Code Reviews: All designs must comply with all City, State and Federal Guidelines, Standards, Ordinances and Codes.							
1.4	• Geotechnical Study; the Consultant shall provide a thorough Geotechnical Study and Report for the project area, including design recommendations.							
1.5	• Site Survey: Consultant shall provide a Site Survey if the City does not currently have one.							
1.6	• Civil Assessment: The Consultant shall provide a Civil Assessment of the site based on existing information and information obtained as part of the Summary of Needs Study.							
1.7	• Environmental Studies: The consultant shall identify the potential of environment concerns and review known environmental issues such as potential contamination, historical districts, archeological sites, endangered species habitat area, tree protection and projects over the Edwards Aquifer recharge zone(s); provide a Phase I as deemed necessary by the City.							

[illegible]

2.0

Phase 2 – Conceptual Design:

Objective: The primary objective of the Conceptual Design Phase is to ensure that multiple options have been explored, reviewed and analyzed.

Deliverables: Based on the approved Summary of Needs Study, the Conceptual Design Phase shall include, but not be limited to, the following deliverables related services and activities:

Concept Sketches: based upon the outcome of the Workshops held in the Summary of Needs Study, the Architect shall prepare and present for the City's approval without limitation, the following:

	AR	J C	SWCA
1	0.000	0.000	0.000
2	0.000	0.000	0.000
3	0.000	0.000	0.000
4	0.000	0.000	0.000
5	0.000	0.000	0.000
6	0.000	0.000	0.000
7	0.000	0.000	0.000
8	0.000	0.000	0.000
9	0.000	0.000	0.000
10	0.000	0.000	0.000
11	0.000	0.000	0.000
12	0.000	0.000	0.000
13	0.000	0.000	0.000
14	0.000	0.000	0.000
15	0.000	0.000	0.000
16	0.000	0.000	0.000
17	0.000	0.000	0.000
18	0.000	0.000	0.000
19	0.000	0.000	0.000
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21	0.000	0.000	0.000
22	0.000	0.000	0.000
23	0.000	0.000	0.000
24	0.000	0.000	0.000
25	0.000	0.000	0.000
26	0.000	0.000	0.000
27	0.000	0.000	0.000
28	0.000	0.000	0.000
29	0.000	0.000	0.000
30	0.000	0.000	0.000
31	0.000	0.000	0.000
32	0.000	0.000	0.000
33	0.000	0.000	0.000
34	0.000	0.000	0.000
35	0.000	0.000	0.000
36	0.000	0.000	0.000
37	0.000	0.000	0.000
38	0.000	0.000	0.000
39	0.000	0.000	0.000
40	0.000	0.000	0.000
41	0.000	0.000	0.000
42	0.000	0.000	0.000
43	0.000	0.000	0.000
44	0.000	0.000	0.000
45	0.000	0.000	0.000
46	0.000	0.000	0.000
47	0.000	0.000	0.000
48	0.000	0.000	0.000
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61	0.000	0.000	0.000
62	0.000	0.000	0.000
63	0.000	0.000	0.000
64	0.000	0.000	0.000
65	0.000	0.000	0.000
66	0.000	0.000	0.000
67	0.000	0.000	0.000
68	0.000	0.000	0.000
69	0.000	0.000	0.000
70	0.000	0.000	0.000
71	0.000	0.000	0.000
72	0.000	0.000	0.000
73	0.000	0.000	0.000
74	0.000	0.000	0.000
75	0.000	0.000	0.000
76	0.000	0.000	0.000
77	0.000	0.000	0.000
78	0.000	0.000	0.000
79	0.000	0.000	0.000
80	0.000	0.000	0.000
81	0.000	0.000	0.000
82	0.000	0.000	0.000
83	0.000	0.000	0.000
84	0.000	0.000	0.000
85	0.000		

[illegible]

3.0

Phase 3 – Schematic Design:

Objective: The primary objective of the Schematic Design Phase is to define the site and building relationships, character, and layout and establish the project scope within the requirements of the Project.

Deliverables: Based upon the City's selection of a Final Conceptual Design, the Schematic Design Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables, related services and activities:

3.1	<ul style="list-style-type: none"> • Schematic Site Drawings which illustrate all components of the Project including the size, scale, location, dimensions, and character of the structure, and parking. 						
3.2	<ul style="list-style-type: none"> • Schematic detail and section Drawings which illustrate the spatial relationships, construction, materials and character of the Project. 						



EXHIBIT A

SCOPE OF SERVICES ITEMS TO BE PROVIDED BY THE OWNER

MISSION HILL PARK City of New Braunfels

May 25, 2018

The Owner will provide the following services to the Consultant in the performance of the Project upon request.

- A. Provide any existing data the Owner has on file concerning the Project, if available.
- B. Assist the Consultant, as necessary, in obtaining any required data and information from local utility companies and adjacent property owners.
- C. Give prompt written notice to Consultant whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services.
- D. The Owner will coordinate Stakeholder participation communications, invitations, and facilities.



EXHIBIT B

SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT

MISSION HILL PARK City of New Braunfels

SUMMARY OF PROJECT

- A. For purposes of this Service Agreement and its Exhibits, the term "Engineer," where appropriate, shall be interchangeable with the terms "Landscape Architect" or "Architect" or "Consultant." Schrickel, Rollins and Associates, Inc., is a firm composed of practicing Planners, Registered Engineers, Registered Architects, and Registered Landscape Architects. The firm does not represent itself solely as an engineer nor solely as a practitioner of landscape architecture or architecture as defined in the applicable State of Texas registration laws.
- B. This project consists of Conceptual Design and Preliminary Engineering Plans (PEP) for the development of a 10-acre park/site. The proposed development will include entrance signage, parking, trails, scenic overlook, retaining walls, informative signage, landscaping, site amenities, lighting and related facilities. However, it is the Owner's intent that the Consultant have the flexibility and creativity to provide as many of the program elements as possible.
- C. The Consultant shall perform for the City the Basic Professional Services and Special Services for the phases of the Project to which this agreement applies. Services include, but are not limited to, professional consultation and advice, public involvement, and furnishing landscape architectural, civil and architectural services.
- D. The project budget for the Park Development including Professional Services will be determined by the master planning efforts.
- E. The following consumer information is required by the Landscape Architects Registration Law, Article 249c, VTCS: The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the above named Act. Their address and telephone number are: 8213 Shoal Creek Blvd., Suite 107; Austin, Texas 78758-7589; (512) 458-4126.



DESCRIPTION OF PARTIES

A. The following definitions apply to the other parties participating in the project:

1. Owner:
City of New Braunfels
424 South Casteel Avenue
New Braunfels, TX 78130
2. Consultant:
Schricket, Rollins & Associates
1161 Corporate Drive W. STE 200
Arlington, TX 76006

PART I – BASIC SERVICES – PRELIMINARY ENGINEERING

- A. Preliminary Planning - The Owner has established a preliminary program of elements through the Master Plan Process as performed by the Consultant.
- B. Services. Consultant will provide/perform the following Preliminary Planning Phase Services in preparation of the Conceptual Plan.
 1. Conduct reconnaissance of the park site and prepare graphics of findings.
 2. Analyze the capabilities and limitations of the park site and prepare descriptive graphics in a study of development feasibility.
 3. Conduct work session(s) with Owner to refine a Program of Development for the park site which includes the "Elements" referenced above. Program of Development to be determined by the Reconnaissance findings and the current Conceptual Plan.
 4. Prepare refined conceptual park development plan.
 5. Present the revised Conceptual Plan in a work session with the Owner for review and further development.
 6. Prepare a first draft of the plan for staff review and revisions prior to Park Board and City Council presentations.
 7. Upon final approval and authorization to proceed, make final revisions to the Conceptual Plan.
- C. Preliminary Engineering Plans (PEP) - This document would expand upon the detail of the Conceptual Plan by providing an overall theme for the park site including architectural elements, including floor plan and elevations, site furnishings, materials, and light fixture selections, preliminary grading plan, preliminary planting plan, preliminary utility plan, preliminary storm drain layout and conceptual perspectives of the overlook, etc. Preliminary Engineering Plans (PEP) is the first phase in the preparation of construction documents. Professional services for the PEP include the following:
 1. Develop a further detailed evaluation of the City's program, schedule and construction budget requirements.



2. Based on a mutually agreed-upon program, schedule and construction budget requirements, prepare for approval by the City:
 - A draft of the PEP shall be prepared for review by the City Staff and Stakeholders.
 - Draft design shall include a materials palette and a theme of development for proposed improvements.
 - Draft design shall include preliminary site plan. Preliminary grading plan, preliminary utility plans, preliminary storm drainage plan, preliminary planting plan, conceptual perspectives, plans and elevation of buildings, entry development and wayfinding.
 - Following review and approval, the final draft of the "Preliminary Design" shall be presented to the Park Board and City Council.
3. Prepare general opinions of probable cost and recommendations for construction phasing. Increments of development will correspond to park budget plans.
4. Present the final draft plan, opinions of probable cost and phasing recommendations to the Parks and Recreation Board and to the City Council.
5. Provide a colored rendering of the "Preliminary Plan": a printed and mounted copy, and a digital copy on CD.
6. Identify necessary local/national permitting requirements. Refer to Part II – Other Related Services, Item B.

D. Schedule: Reference Exhibit D.

E. Meetings

1. The Consultant will prepare for one meeting with specific stakeholders identified by the Owner for the purpose of discussing the updated plan and gathering input.
2. Two public presentations will be made: one to the Parks and Recreation Board, and one to the general public.
3. In addition to the above, the Consultant will attend meetings with the Owner, including kick-off meeting and other meetings, as needed, to coordinate the planning process. (Other meetings may occur before or after board and commission meetings at no additional charge.)
4. Additional meetings with staff may be scheduled with the Consultant, as mutually agreed to in advance of any such meeting(s).
5. The Owner will be responsible for advertising all public meetings.
6. Additional stakeholder meetings or public presentations will be provided as an additional service upon request and approval by the Owner.

F. Products. The following products will be provided by the Consultant in completion of the Preliminary Engineering Report:

1. A refined line drawing of the final approved conceptual plan suitable for public display. A reproducible copy on a 42" x 30" sheet will be furnished to the Owner.
2. A colored rendering of the 42" x 30" conceptual plan mounted on foam board.
3. Digital format files will be provided for the Owner's use.
4. An Opinion of Probable Cost.
5. Construction Schedule and Recommended Phasing.



6. A digital file of the Conceptual Plan in a format specified by the City.
7. Ten (10) copies of a plan set containing the existing site conditions, preliminary site plan Preliminary grading plan, preliminary utility plans, preliminary storm drainage plan, conceptual perspectives, plans and elevation of buildings, entry development in 11" x 17" format, and an electronic PDF version.
8. Printing costs for the items listed above shall be included in the lump sum fee. Any additional printing shall be provided as an additional reimbursable expense.

PART II – OTHER RELATED SERVICES

- A. Base Map and Topographic Surveying: While existing base information may be sufficient for Conceptual Planning, a new topographic survey of the existing areas within the project areas will be required for preparation of Construction Documents after completion of the Conceptual Plan.

1. Topographic Survey:

- Perform a Topographic Survey of the area defined in the provided site plan.
- Establish a Site Benchmark with NAVD 88 Vertical Datum.
- Locate all improvements and visible above ground utilities, together with underground utilities as marked on the ground at the time of the survey. Invert measurements will be taken on accessible sanitary and storm sewer facilities.
- Locate curb cuts, edge of roadway, walks, pavement, and ditches along with ground shots to establish drainage patterns.
- Ground shots will extend approximately 15 feet beyond the limits of the survey and to the centerline of existing adjacent streets.
- Survey will substantially comply with the current minimum technical requirements adopted by the Texas Board of Professional Land Surveying.
- Any special certification required, additional title research or additional services can be evaluated, and an additional amount can be quoted commensurate to the level of certification or additional work required.
- The final product will be a map with 1-foot contours or spot elevations, certified by a Professional Land Surveyor.

2. Tree Survey: Locate and tag Trees 6 Inches in Diameter and up (including Cedar Trees) on the southern half of the subject site as defined in the provided exhibit. In situation where there are Multiple Target trees in a single location, these trees will be tied as a group with a radius and a description of the trees within the radius (i.e. 12", 24", 26" and 28" Live Oaks, 5' radius). Trees will be shown size and species specific, relative to the current boundary. Tree Data will also be tabulated including Tag number, Size and Species.



PART III - REIMBURSABLE EXPENSES

- A. The Owner will reimburse the consultant for costs related to the following:
1. Printing and reproduction of additional Preliminary Planning Documents (beyond those stated in "Products").
 2. Postage/delivery services.
 3. Travel expenses.

PART IV - ADDITIONAL SERVICES

If the budget or the scope is increased beyond that established in the Conceptual Planning Phase, Professional Services required to include said changes shall be considered Additional Services, and compensation for the Consultant's services shall be adjusted appropriately according to the magnitude of the change. All changes in service shall be agreed to in writing by both the Owner and the Consultant prior to any additional services being provided.

The following services are not included in this Agreement but are available to the Owner upon written authorized approval and mutual agreement:

- A. Permit Identification. The Consultant shall coordinate with regulatory agencies who have jurisdiction over the project area and shall investigate and identify applicable permits which the Owner will be required to apply for, such as environmental and cultural resources. Actual permit applications will be prepared and submitted as an additional service at a later stage, and only upon authorization of the Owner.
1. To ensure compliance with state and federal laws, the Consultant proposes to provide the professional services necessary to complete a desktop level analysis that addresses the potential environmental and cultural resources constraints and permitting requirements for the project. The desktop analysis will be completed through background research and records review only. A site visit or any survey will not be conducted for this phase of the project. Through this analysis, the Consultant will provide information pertaining to:
 - Waters of the United States (WOUS) will be preliminarily delineated from available mapping, such as U.S. Geological Survey (USGS) topographic maps, National Hydrography Dataset (NHD), National Wetlands Inventory (NWI) maps, historical aerial photographs, and National Hydric Soils list prepared by the National Technical Committee for Hydric Soils;
 - Floodplains will be mapped from available Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) (where available);
 - Potential occurrence of protected species, protected and critical habitat will be identified from data maintained by the Texas Parks and Wildlife Department (TPWD), the U.S. Fish and Wildlife Service (USFWS), and known occurrences will be documented by searching the Texas Natural Diversity Database (TxNDD);



- Hazardous material initial site assessments will be performed utilizing U.S. Environmental Protection (USEPA) Agency EnviroMapper and state and federal database searches;
 - Known archeological sites, National Register properties and districts, historic-aged buildings and structures, cemeteries, and historical markers within the project area identified within the Texas Historical Commission (THC) databases, Texas Department of Transportation historic districts and properties maps, and other public records;
 - Known archeological sites within one-mile of the project area;
 - Previously conducted archeological surveys within one-mile of the project area;
 - Cultural resources probability assessment;
 - Potential permitting issues and regulations, and;
 - Recommendations.
- B. Geotechnical Investigation and Report: The Consultant will secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of building foundations, paving, light pole foundations, shade structures, etc. A total of eight (8) soil borings will be taken at locations related to future improvements.
- C. Construction/Bidding Documents. Upon completion and approval of the Preliminary Engineering Report, the Owner will determine a strategy for funding and implementation of the Plan. Upon request by the Owner, the Consultant will provide a proposal for Professional Services for design, bidding, and construction administration based on the scope and schedule approved by the Owner. All fees must be approved by City Council before authorization.
- D. Bidding Services, Construction Administration/Construction Observation Services.
- E. Plat/Boundary Survey.
- F. Renderings, models or mock-ups requested by the Owner
- G. 3D Animations
- H. Project Website
- I. Traffic Impact Analysis
- J. Meetings (beyond those listed above)
- K. Grant Applications and related documents



PART V - EXCLUSIONS

The intent of this Scope of Services, Exhibit B, is to include only the services specifically listed herein for this Project. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Offsite field surveying or production of related maps for purposes of determining off-site utility locations.
- B. Design of off-site utility services or drainage facilities to more than a distance of 100 feet from any boundary of the project site.
- C. Street and/or Roadway Engineering of surrounding streets.



EXHIBIT C

FEE SCHEDULE

MISSION HILL PARK City of New Braunfels

May 25, 2018

A. Basic Professional Planning and Design Services

Conceptual Plan	\$ 15,000
Preliminary Engineering Plans	\$ <u>60,000</u>
Subtotal Basic Services	\$ 75,000

B. Related Services

Topographic Survey (10 Acres)	\$ 7,750
Tree Survey (5 ac.)	\$ <u>6,350</u>
Subtotal Related Services	\$ 14,100

C. Reimbursable Expenses

(Allowance – not to exceed)	\$ <u>2,500.00</u>
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Total Services and Expenses	\$ 91,600
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D. Additional Services (subject to authorization by City)

Permit Identification	\$ 6,250
Geotechnical Investigation and Report	\$ 10,950



SCHEDULE OF CHARGES - 2018
BILLABLE SALARY RATE & EXPENSE CHARGES

CLASSIFICATION:	RANGE OF BILLABLE SALARY RATE	
	LOW	HIGH
PRINCIPAL	\$151	\$200
ASSOCIATE	92	168
SENIOR ENGINEER	146	178
ENGINEER III	108	141
ENGINEER II	81	108
ENGINEER-IN-TRAINING (EIT)	70	92
SENIOR LANDSCAPE ARCHITECT	118	200
LANDSCAPE ARCHITECT III	87	125
LANDSCAPE ARCHITECT II	70	98
LANDSCAPE ARCHITECTURAL INTERN	54	81
ARCHITECT	87	141
ARCHITECTURAL INTERN	54	81
DESIGNER	54	98
SURVEYOR (RPLS)	98	141
SURVEY COORDINATOR	76	113
SURVEY TECHNICIAN	65	108
ENGINEERING TECHNICIAN	65	98
PLANNING TECHNICIAN	54	81
GIS PROJECT MANAGER	90	120
GIS ANALYST	75	100
GIS TECHNICIAN	60	100
PRODUCTION COORDINATOR	76	113
CAD OPERATOR/DRAFTER III	65	98
CAD OPERATOR/DRAFTER II	54	76
CAD OPERATOR/DRAFTER I	49	65
SENIOR SECRETARY/SPECIFICATIONS COORDINATOR	49	87
SECRETARY/WORD PROCESSOR	38	70
CLERK	35	49

The ranges and individual salaries are adjusted annually.

OTHER SERVICES:

SURVEY FIELD PARTY	\$135	\$175
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PRINTING & PLOTTING SERVICES:

In-house printing and plotting services will be charged at the market rate for commercial printing plus 10%. In-house capability includes color plots and a variety of media, including bond, vellum and mylar. In-house Xerox copies provided at \$0.06 per single side copy or \$0.12 per double side copy. Color copies provided for \$0.60 (8½x11) and \$1.00 (11x17) per single sheet.

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproductions expense, communication expense, travel, transportation and subsistence away from Arlington and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.



EXHIBIT D PROPOSED SCHEDULE

MISSION HILL PARK City of New Braunfels

May 25, 2018

Stage of Services	Cal. days to Complete	Projected Date
Authorization from City to Proceed (Executed)		Tuesday, June 12, 2018
<i>Kick off Meeting/Site Reconnaissance</i>	6	<i>Monday, June 18, 2018</i>
Tour Park Site with City Staff and review Program of Development		
Begin Topographic Survey		Monday, June 18, 2018
Base Map Preparation (from existing data)	3	Thursday, June 21, 2018
<i>Stakeholder Meeting</i>	7	<i>Thursday, June 28, 2018</i>
Draft Conceptual Plan	17	Sunday, July 15, 2018
Draft Conceptual Plan Graphic		
Architectural Concepts		
Complete Topographic Survey	25	Friday, July 13, 2018
Draft Preliminary Engineering Plans	40	Wednesday, August 22, 2018
Preliminary Site Plan		
Phasing Plan & Opinion of Probable Const. Costs		
Grading, Utility & Storm Drain Plans		
Final Park Arch. Theme, Entry Features, Site Amenities, etc.		
<i>Meet w/ City Staff to present Preliminary Engineering Report</i>	7	<i>Wednesday, August 29, 2018</i>
<i>Presentation to Parks & Rec Board</i>		????
<i>Presentation to City Council</i>		????
Final Preliminary Engineering Report	14	Wednesday, September 12, 2018

Fee Proposal

Mission Hill Park
New Braunfels, TX
May 25, 2018

Concept Design and Preliminary Engineering Plans for 10 acre park based on master plan previously prepared by SRA.

Fees for Construction Documents will be determined at the completion of Preliminary Engineering Plans.

Approximate Budget - \$3,000,000

HOURLY RATES	
Principal	\$174
Prj Mgr./Land Arch III	\$100
Land Arch II	\$90
Sr. Engineer	\$136
Land Arch I	\$84
Survey Coord.	\$115
Cadd Tech	\$101
Architect	\$100
Spec Coord.	\$73



TASK	TASK DESCRIPTION	Princ.	P.M.	LAII	Sr. Engr.	LAI	Arch	Sur. Coord.	Cadd Tech	Spec. Coord	TOTAL
	BASIC SERVICES	VB	HP	MW	LS	ES	MB	CH	RS	SW	
1.00	Preliminary Plan										
1.01	Base Map Preparation (from existing data)		8			8					16
1.02	Site reconnaissance	8	12		8						28
1.03	Allow for 4 Meetings With Staff	18	40		12	20					90
1.04	Site Plan		24	24	12	40			12		112
1.05	Subtotal Preliminary Planning Hours	26	84	24	32	68	0	0	12	0	246
1.06	Subtotal Preliminary Planning Labor	\$4,524	\$8,400	\$2,160	\$4,352	\$5,712	\$0	\$0	\$1,212	\$0	\$26,360

2.00	Preliminary Engineering Plan										
2.01	Base Map from new Survey		1					16	4		21
2.02	Grading Plan (contours only)		12			40					52
2.03	Storm Drainage & Utilities Plan				24				32		56
2.04	Planting Concept		8			24					32
2.05	Architectural Floor Plan and Elevations		8				40				48
2.06	Design Theme		16	16			24				56
2.07	Work Session/Open House/Public Input	8	16	8	8						40
2.08	Final Site Plan		8	32	16	24			16		96
2.09	Present Final Site Plan	4	16			8					28
2.10	Opinions of Probable Cost		12	16	8	12				4	52
2.11	Subtotal PEP Hours	12	97	72	56	108	64	16	52	4	481
2.12	Subtotal PEP Labor	\$2,088	\$9,700	\$6,480	\$7,616	\$9,072	\$6,400	\$1,840	\$5,252	\$292	\$48,740

3.00	Consultants - Basic Services						
3.01	Topographic Survey		Urban Civil				\$ 7,750
3.02	Tree Survey		Urban Civil				\$ 6,350
SUBTOTAL SUBCONSULTANTS - Basic Services							\$ 14,100

4.00 Reimbursable Expenses			
4.01	Printing		\$ 500
4.02	express mail		\$ 250
4.03	Travel expenses		\$ 1,750
SUBTOTAL REIMBURSABLES			\$ 2,500

5.00	PROJECT TOTAL HOURS	727
5.01		Total Labor Costs \$ 75,100
5.02		Total Subconsultants (basic serv.) \$ 14,100
5.03		Subtotal \$ 89,200
5.04		Total Reimbursables \$ 2,500
5.05	TOTAL BASIC SERVICES FEES & EXPENSES	\$91,700

Exhibit A - Scope of Services

SERVICES TO BE PROVIDED BY THE ENGINEER

Roadway: North South Connector
County: Comal
City: New Braunfels
Limits: **Schematic & PS&E:** from IH-35 NBFR to Alves Lane

General Work Description: Develop a Summary of Needs Study, Conceptual Design and Schematic for the new location roadway.

Standards and Specifications

Designs will be based on City of New Braunfels and AASHTO Standards.

PROJECT MANAGEMENT AND COMMUNICATION PLAN

- ◆ Develop Project Management Plan
 - Develop a Project Management Plan that will establish all the responsibilities and roles of the team members, including the prime firm and subs. The plan will also detail the procedure process for all submittals. A project specific QA/QC plan will be submitted within 30 days of NTP for approval which will detail the QA/QC process that will be followed.
- ◆ Meetings
 - Kick-Off Meeting with Team
 - Milestone Meetings (3 Total) - Milestone Meetings will be held for each of the following submittals: Summary of Needs Study, Conceptual Design, Schematic. These meeting will include City of New Braunfels staff and the Engineer's staff and are estimated to last up to 1 hour. (in New Braunfels)
 - Team Coordination Meetings - Hold staff/team meetings at the Engineers office beginning with the second week of the project. The staff attending will be appropriate based upon the current assignments (up to 8 meetings)
 - Coordination with TxDOT New Braunfels Area Office to inform them of the project and coordinate the required environmental document necessary for connection to the frontage road.
 - Engineer will provide meeting minutes for all meetings with City.
- ◆ Invoicing and Contract Document Coordination
 - Prepare monthly invoices for submission to the City for all requests for payment
- ◆ Manage Sub Consultants

- Monitor and supervise sub consultant activities (staff and schedule).
- Review and approve sub consultant invoices.
- Review all work products prepared by sub consultants in accordance with the QA/QC process.
- ◆ Produce Project Scheduling
 - Prepare an initial critical path schedule in Microsoft Project format for approval by the City indicating tasks, milestones, major meetings, and reviews. Update schedule with each milestone deliverable.
 - Revise Project Schedule after each submittal if necessary.
- ◆ Submittals
 - Prepare Submittals for City Oversight Reviews
 - Document control
- ◆ Deliverables
 - Monthly Invoices and Progress Reports
 - Meeting Minutes after each meeting

PHASE 1 SUMMARY OF NEEDS STUDY

The Summary of Needs Study shall establish and address the requirements, goals and the constraints of the project. This phase is meant to serve as a discovery phase and should something significant be found that would require additional analysis than is detailed in phase 2 or 3, then a supplemental may be required. The Engineer shall:

1.1 Project Design Criteria

- ◆ Develop a Design Summary Report to determine minimum and desirable criteria for project components such as roadway, drainage, traffic, etc.
- ◆ Kick-Off Meeting with City

1.2 Data Collection

- ◆ Collect information such as As-Builts, readily available Lidar, readily available aerial photography, development plans, FEMA floodplain information.
- ◆ Obtain Geotechnical/pavement design information on nearby projects.
- ◆ Perform Existing ROW/Land Owner identification.
- ◆ Perform a site visit and document with photos.
- ◆ Collect information on new/upcoming developments in the area

1.3 Environmental Site Assessment

- ◆ Perform a constraints map level analysis of the project corridor to identify necessary future permitting including:
 - Historical property constraints
 - Potential Archeological constraints
 - Tree Mitigation constraints
 - United States Army Corps of Engineers 404 Permit Wetlands constraints
 - TxDOT Environmental Stage Gate Checklist to determine required Categorical Exclusion document necessary.
 - Any additional Environmental Permitting discovered necessary.

1.4 Civil Site Assessment

- ◆ Perform a high level route study to identify:
 - Survey Needs
 - Pedestrian Connectivity Issues
 - One on one Stakeholder Coordination Meetings (3 maximum)
 - Major Utilities
 - Traffic Study needs such as traffic count locations, warrant study locations
 - Drainage Patterns
 - Pavement Conditions

1.5 Phase 1 Deliverables

- ◆ Project Schedule
- ◆ Design Summary Report
- ◆ Site Assessment Roll Plot with Environmental and Civil constraints, key locations identified. Roll Plot will be delivered in small format (11x17), large format (22x TBD) and electronically (PDF).

It is anticipated that Phase 1 will occur in the first 2 weeks of the project schedule.

PHASE 2 CONCEPTUAL DESIGN

The primary objective of the Conceptual Design Phase is to ensure that multiple options have been explored, reviewed and analyzed.

2.1 Alternative Concept Designs

- ◆ Analyze multiple horizontal alignments and develop 2 feasible horizontal alignment alternatives for City review based on proposed development, ROW needs, utility conflicts, and construction cost considerations.
- ◆ Develop Vertical Alignments
- ◆ Develop 2 typical section alternatives based on traffic information collected and City Criteria to apply to each alignment alternative.
- ◆ Develop 4 corridor models for each alignment with each typical section.

2.2 Deliverables

- ◆ Develop 4 exhibits (11x17) of each alternative showing proposed center line, pavement edges, sidewalks, limits of construction and proposed ROW.
- ◆ Develop 4 preliminary comparative Cost Estimates for each alternative including proposed roadway and drainage improvements, ROW, Utility Relocation, and Permitting.

PHASE 3 SCHEMATIC DESIGN

The primary objective of the Schematic Design Phase is to define the site and building relationships, character, and layout and establish the project scope within the requirements of the Project.

3.1 Schematic Development

- ◆ Develop Schematic on one chosen Alternative to include
 - Preliminary Roadway Engineering
 - Preliminary Drainage Engineering
 - Sizing and location of Cross Structures
 - Storm sewer sizing
 - Grading Locations
 - Preliminary Traffic Engineering
 - Preliminary Utility Engineering
 - Utility Coordination
 - Utility Relocations
 - Proposed Utility Design
 - Quantity take offs.
 - Proposed Typical Sections

- Construction Sequencing

3.2 Deliverables

- ◆ Schematic Roll Plot including typical sections
 - ◆ All preliminary calculations, models, assumptions, and documentatioin.
 - ◆ Construction Phasing Plan
 - ◆ Detailed Cost estimate broken down by proposed construction sequences.
 - ◆ One community meeting that LJA will bring support staff and materials, but will not host or organize.
-

4.0 SITE SURVEY

- ◆ See Attached Scope and Fee – McGray & McGray

ATTACHMENT 1: MCGRAY & MCGRAY

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 HANCOCK DRIVE, SUITE 6
 AUSTIN, TEXAS 78731
 [512] 451-8591 FAX [512] 451-8791

TRANSMITTAL

TO:	Mr. Derek Bohls, P.E. LJA Engineering, Inc. 921 West New Hope Drive Suite 603 Cedar Park, TX 78613	DATE:	May 18, 2018
		FROM:	Karen Ruppert for Judy McGray
		RE:	Proposal for Topographic Design Survey Services for the proposed intersections of the proposed North-South Connector Road, New Braunfels, Texas
PHONE:	(512) 439-4744		
EMAIL:	dbohls@ljaengineering.com		

WE ARE SENDING YOU X Attached Under separate cover the following items:

COPIES**DESCRIPTION**

1 Proposal

☐ For Your Approval

☐ For Your Information

☒ As Requested

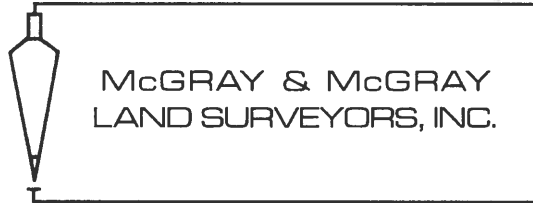
☐ For Review and Comment

REMARKS: Thanks,
 Judy
 TBPLS Firm #10095500

SENT VIA: ☐ Delivery Service ☐ FedEx ☐ Mail ☐ Fax ☒ Email ☐ Other:

If you received this message incomplete or illegible, or if enclosures are not as noted, please notify us at once

May 18, 2018



Derek Bohls, P.E.
LJA Engineering
921 West New Hope Drive
Suite 603
Cedar Park, TX 78613
(512) 439-4744

VIA EMAIL
dbohls@ljaengineering.com

RE: Proposal for Topographic Design Survey Services for the proposed intersections of the Proposed North-South Connector Road, New Braunfels, Texas.

Dear Mr. Bohls:

We appreciate the opportunity to present you with this proposal for the above referenced project. The following represents our understanding of the area to survey, scope of services, and our fee proposal.

Area to Survey:

Area at the intersections as shown in Exhibit "A & B".

Scope of Services:

Survey Control:

- All data will be provided in Texas State Plane NAD83, NAVD88 coordinate system, per the existing project control, with surface to grid conversion factor noted. You will provide us with the existing control.

Design Survey (See Exhibits A & B):

- Cross sections shall be taken at 50-foot intervals along with break lines as required, to provide a digital topographic design file at 1-foot interval contours.
- Locate and identify all above ground features within the survey limits including visible structures, fences, sidewalks, driveways, handicap ramps, guardrails, signs, planters, mailboxes, visible utilities including manholes, water valves, telecom boxes, utility poles, mailboxes, water meters, sanitary sewer clean outs, etc.
- Locate and identify types of existing pavement surfaces for streets, sidewalks, driveways, etc. Locate and identify existing lane markings and signage in detail [color, width, words, symbols, etc.]. Locate and identify existing traffic signals including base and control boxes.

- Invert elevations and size/type of drainage pipes and culverts shall be identified for manholes and culverts within the project limits.

Deliverables:

- Survey shall be provided in AutoCAD (.dwg) format.
- The units of the drawing file shall be U.S. survey feet.

Fees:

Design Survey (Non-taxable):

2 Man Crew	18 hrs @	\$150.00 /hr.= \$	2,700.00
Field Coordinator:	1 hrs @	\$98.00 /hr.= \$	98.00
Sr. Tech:	9 hrs @	\$96.00 /hr.= \$	864.00
Tech:	18 hrs @	\$82.00 /hr.= \$	1,476.00
RPLS:	6 hrs @	\$145.00 /hr.= \$	870.00
Project Manager:	2 hrs @	\$165.00 /hr.= \$	330.00
TOTAL: \$			6,338.00

Once we receive notice to proceed, we will visit with you to establish a schedule for this project.

Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let Chris Conrad or Joe Webber know.

Sincerely,



Judith J. McGray RPLS
President
TBPLS Firm #10095500

Authorized to Proceed by:

Signature

Date

Print Name

Title

JJM:CIC:klr
Encl.



EXHIBIT "A"

Proposed Alignment

100 ft

N Interstate 35 Frontage Rd

50'

50'

100'

Google Earth

©2018 Google

EXHIBIT "B"

Proposed Alignment

1101

50'

50'

100'



100 ft

EXHIBIT B
FEE SCHEDULE - Design Services for Development of Schematic and Cost Estimate - LUMP SUM
PROJECT NAME: North-South Connector
PRIME PROVIDER NAME: LJA Engineering, Inc.

Date: 5/21/2018

NORTH-SOUTH CONNECTOR PROJECT									
TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	Admin	Total	
Project Management									
Prepare Project Management Plan	1.0							1.0	
Kick-off Meeting with Team	1.0	1.0	1.0	1.0	1.0	1.0		6.0	
Milestone Meetings (3 Total)	6.0		6.0					12.0	
Team Coordination Meetings (8)	4.0		4.0	4.0				12.0	
Coordinate with TxDOT	2.0	2.0						4.0	
Meeting Minutes (All Meetings)			2.0					2.0	
Master Contract and Sub Consultatn Contract Creation	2.0						2.0	4.0	
Monthly Invoices	2.0						4.0	6.0	
Supervise Sub Consultants		4.0						4.0	
Project Schedule	2.0							2.0	
Document Control								2.0	
Prepare Submittals for City Oversight Reviews			2.0					2.0	
		4.0						4.0	
HOURS SUB-TOTALS	20.0	11.0	15.0	5.0	1.0	1.0	6.0	59.0	
LABOR RATE PER HOUR	\$235	\$180	\$160	\$130	\$115	\$85	\$70		
SUBTOTAL	\$4,700	\$1,980	\$2,400	\$650	\$115	\$85	\$420	\$10,350	

TASK DESCRIPTION		Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	Admin	Total
Phase 1 - Summary of Needs Study									
1.1 Project Design Criteria									
Develop Design Summary Report			2.0	2.0					4.0
Kick-off Meeting with City		2.0	2.0						4.0
1.2 Data Collection									
Collect as-builts, studies, LIDAR, etc					4.0				4.0
Obtain Geotech Information					2.0				2.0
Identify Landowners/Existing ROW					2.0		2.0		4.0
Perform Site Visit				4.0	4.0				8.0
Collect new development information					2.0				2.0
1.3 Environmental Site Assessment									
Prepare Constraints Map			1.0		2.0				3.0
Identify all permitting requirements			1.0		2.0		2.0		5.0
1.4 Civil Site Assessment									
Identify Survey needs				2.0					2.0
Identify Pedestrian Connectivity				2.0					2.0
Stakeholder meetings (3)		6.0		6.0					12.0
Identify Major Utilities					2.0				2.0
Traffic Study				4.0					4.0
Analyze Drainage Patterns					4.0				4.0
Identify Pavement Conditions					2.0				2.0
1.5 Prepare Deliverables									
Project Schedule					1.0				1.0
Design Summary Report					1.0				1.0
Site Assessment Roll Plot				2.0			8.0		10.0
HOURS SUB-TOTALS		8.0	6.0	22.0	28.0	0.0	12.0	0.0	76.0
LABOR RATE PER HOUR		\$235	\$180	\$160	\$130	\$115	\$85	\$70	
SUBTOTAL		\$1,880	\$1,080	\$3,520	\$3,640	\$0	\$1,020	\$0	\$11,140

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	Admin	Total
Phase 2 - Conceptual Design								
2.1 Alternative Concept Designs								
Develop 2 Horizontal Alignments		2.0	16.0	16.0				34.0
Develop Vertical Alignments			8.0	8.0				16.0
Develop 2 Typical Sections		2.0	8.0	8.0				18.0
Develop 4 Corridor Models					40.0			40.0
Estimate Preliminary Quantities (4 Alternatives)			4.0	8.0				12.0
2.2 Deliverables								
Create 4 Alternative Exhibits	1.0	2.0		8.0		32.0		43.0
Create 4 Alternative Cost Estimates	1.0		4.0	8.0				13.0
HOURS SUB-TOTALS	2.0	6.0	40.0	56.0	40.0	32.0	0.0	176.0
LABOR RATE PER HOUR	\$235	\$180	\$160	\$130	\$115	\$85	\$70	
SUBTOTAL	\$470	\$1,080	\$6,400	\$7,280	\$4,600	\$2,720	\$0	\$22,550

TASK DESCRIPTION	Senior Project Manager	Senior Engineer/ Planner	Project Engineer	E.I.T.	Senior Engineering Tech	CADD Operator	Admin	Total
Phase 3 - Schematic Design								
3.1 Schematic Development								0.0
Preliminary Roadway Engineering		2.0	24.0	16.0				42.0
Preliminary Drainage Engineering		2.0	24.0	16.0				42.0
Preliminary Traffic Engineering		2.0	16.0	8.0				26.0
Preliminary Utility Engineering		2.0	16.0	8.0				26.0
Quantity Take Offs		2.0	8.0	8.0				18.0
Proposed Typical Sections			4.0	8.0				12.0
Construction Sequencing		4.0	8.0					12.0
3.2 Deliverables								0.0
Create Schematic Roll Plot	2.0	4.0		16.0		40.0		62.0
Summarize All Supporting Documentation				8.0				8.0
Prepare Construction Phasing Plan		2.0	16.0					18.0
Prepare Detailed Cost Estimate		2.0	8.0	16.0				26.0
Community Meeting	4.0	4.0	4.0					12.0
Prepare Exhibits/Support Material for Community Meeting				8.0		24.0		32.0
								0.0
HOURS SUB-TOTALS	6.0	26.0	128.0	112.0	0.0	64.0	0.0	336.0
LABOR RATE PER HOUR	\$235	\$180	\$160	\$130	\$115	\$85	\$70	
SUBTOTAL	\$1,410	\$4,680	\$20,480	\$14,560	\$0	\$5,440	\$0	\$46,570

BILLING RATE SHEET**PROJECT NAME: North-South Connector****PRIME PROVIDER NAME: LJA Engineering, Inc.****Date: 5/21/2018**

Billing Rate Sheet	
Title	Rate/Hr.
Senior Project Manager	\$ 235.00
Senior Engineer/Planner	\$ 180.00
Project Engineer	\$ 160.00
E.I.T.	\$ 130.00
Senior Engineering Tech	\$ 115.00
CADD Operator	\$ 85.00
Admin	\$ 70.00



May 30, 2018

Barbara Coleman
Purchasing Manager
Finance Department
550 Landa Street
New Braunfels, TX 78130

**Re: Request for Qualifications (RFQ) 18-029 - "Police Department Facility"
Proposal for Professional Services**

Dear Ms. Coleman:

Thank you for the opportunity to provide the City of New Braunfels with this proposal to complete a Summary of Space Needs Study, Site Masterplan, Conceptual Design, and Schematic Design Package for the New Braunfels Police Department Facility.

The Scope of Work / Deliverables for this engagement are as follows:

- Phase 1** - Review and modification of the existing Spatial Needs Assessment, prepared by others, and preparation of Site Master Plan for a selected site.
- Phase 2** - Conceptual Design of the selected design option with estimates of probable costs. This will include a conceptual level Site Plan, Floor Plan(s) and a rendering of the front elevation.

We understand the schedule is important to this project and commit to delivering the agreed upon services by September 12th 2018.

The following attachments A-C outline specific scope and fees for the new Police Department Facility. We are pleased to be involved with this important project and are available to respond to any questions or comments you or City staff may have.

Sincerely,

Rodney McManus, LEED AP
Vice President

Cc: MBV, TP, IR, AK, File – ADG

333 N. Knowles Ave | Winter Park, FL 32789 | 407.647.1706

4131 N. Central Expy, Ste 200 | Dallas, TX 75204 | 469.458.3438

adg@adgusa.org • www.adgusa.org

Scope of Services:
New Braunfels Police Department Facility
New Braunfels, Texas
 May 30, 2018
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EXHIBIT "A"

General Description:

The project, and related Scope of Services, is generally described as evaluation and preparation for the development of a new facility for the New Braunfels Police Department, which will include the review of the existing Spatial Needs Assessment (prepared by others), Site Analysis, Master Plan, and Conceptual Design:

The Phases of Services are identified as follows:

1. Phase I-A: Needs Assessment Review/Confirmation:

- 1.1 The Consultant shall participate in an initial meeting with the City's Project Management Team, Police Department representatives, and project Stakeholders, to review the proposed project and to establish a project schedule for specific tasks.
- 1.2 The Consultant shall conduct an analysis of the routine operations of the identified entities to fully understand their function, operations, and the respective interaction, relationship, and adjacency priorities.
- 1.3 The existing Spatial Needs Assessment, prepared by others, will be reviewed and discussed. The existing Assessment will be revised, as necessary, to ensure that it reflects the needs of a modern-day police facility. The revised Spatial Needs Assessment will provide documentation as to current and future needs; future need being defined as those anticipated for the years 2029 and 2039, and the current need being defined as the year 2019. The process for obtaining this information shall consist of on-site interviews with the staff representing the various departments, as determined by the PD and City for the project.

The departmental interview discussions will focus on:

- 1.3.1 Historical, Current and Projections for Future Staffing Levels.
- 1.3.2 A Detailed Mission Statement for each unit/department.
- 1.3.3 Departmental Organizational Charts.
- 1.3.4 An Assessment of Requested Spaces.
- 1.3.5 A Definition of Functional Inter-Relationships required.
- 1.3.6 Documentation of Specialized Equipment required.
- 1.3.7 Documentation as to relationship to other Departments.
- 1.4 The Consultant, as part of this phase shall consider, and provide documentation to the extent possible, current and future staffing level projections and their spatial need impact upon future needs of facilities.
- 1.5 Based upon the recommendations related to facility size(s), the Consultant shall identify the land area needed for the building, associated parking and related site

Scope of Services:
New Braunfels Police Department Facility
New Braunfels, Texas
 May 30, 2018
 Page 3

requirements, such as stormwater retention, parking areas, landscape requirements, infrastructure improvements, and building setback requirements.

- 1.6 This phase shall result in a detailed report, which shall contain the following components:
 - 1.6.1 Police Program Requirements.
 - 1.6.2 Exterior Facilities (If Requested).
 - 1.6.3 Development Options.
 - 1.6.4 Estimates of Probable Development Costs.
 - 1.6.5 Phasing requirements, as required.
 - 1.6.6 Analysis and Identification of all pertinent regulatory requirements.

2. **Phase I-B: Site Analysis, Master Planning, and Code Review:**

The following work will be executed for the selected site.

- 2.1 The City shall submit to the Consultant any existing documentation relative to the proposed site. Based upon the site size determined to be necessary, as identified within the Spatial Needs Assessment and with the direct input of the City, the Consultant shall outline the characteristics of the proposed site.
- 2.2 The Consultant shall then conduct an evaluation of the City's selected parcel utilizing nationally recognized criteria. The Consultant shall prepare, and distribute to the appropriate City personnel, a detailed analysis of our findings for evaluation by the City.
- 2.3 Items to be considered for the evaluation will include:
 - 2.3.1 Ability of the site to accommodate appropriate public and staff parking.
 - 2.3.2 Evaluation of property relative to a 100-year storm.
 - 2.3.3 Identification of potential hazards within the surrounding areas.
 - 2.3.4 Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.
 - 2.3.5 Ability of the site to accommodate future growth as identified in Phase I-A documentation.
- 2.4 Obtain, to the extent possible, historical and current aerial photographs of the properties - the purpose being to understand and illustrate previous site utilization.
- 2.5 Based upon the information obtained during development of the Spatial Needs Assessment, the Consultant shall participate in a meeting(s) with representatives of the City of New Braunfels to initiate the Master Planning effort. The premise of this meeting shall be to obtain consensus as to the appropriate land utilization of the

Scope of Services:
New Braunfels Police Department Facility
New Braunfels, Texas
 May 30, 2018
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designated property and the proposed facility, as well as future expansion requirements.

- 2.6 The final report shall contain recommendations relative to a potential solution and shall include One (1) alternative development option. An Opinion of Probable Development Cost for the selected option will be provided, outlining the potential costs associated with each option. This report shall be issued to the City's Project Management Team for review and consideration, and subsequently, upon the City's direction.
- 2.7 Based upon the selected Development Alternative, the Consultant shall prepare a Master Plan Document of the selected site, illustrating:
 - 2.7.1 Proposed land utilization.
 - 2.7.2 Location and general configuration of "current need" facilities.
 - 2.7.3 Areas of potential expansion for future need.
 - 2.7.4 Location of vehicles access and egress, both staff and public.
 - 2.7.5 Pedestrian areas and site circulation.
 - 2.7.6 Vehicle Parking Areas (Staff, Secured, and Public).
 - 2.7.7 Area(s) designated for stormwater detention.
 - 2.7.8 Required Standoff Distances, based on nationally recognized standards.
 - 2.7.9 Code Review of applicable City, State and Federal Guidelines, Ordinances.
 - 2.7.10 Review of Known and Potential Permitting issues.

3. **Phase II: Conceptual Building Design:**

Once authorized in writing, the Consultant will prepare conceptual design of **One alternative**. These documents will consist of preliminary elevations and will illustrate the following:

- 3.1 Confirm the site development layout illustrating parking areas, vehicular/pedestrian circulation, public/private zones, site utility considerations, future expansion, etc.
- 3.2 Provide blocking and stacking diagrams of major program spaces showing functional relationship.
- 3.3 Provide conceptual floor plan(s) for the proposed layout.
- 3.4 Provide building size/shape configuration showing major entry points.
- 3.5 Provide graphic representation of proposed exterior building envelope components.
- 3.6 Provide list of proposed energy efficient systems/building components.
- 3.7 Provide optional solutions, if necessary, to address identified constraints.
- 3.8 Provide a conceptual opinion of probable cost for development.
- 3.9 The Consultant shall research and provide information relative to identifying potential supplemental grant funding sources, noting entities which provide funds for projects of the type envisioned for public safety facilities.

Scope of Services:**New Braunfels Police Department Facility****New Braunfels, Texas**

May 30, 2018

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- 3.10 Based upon the information assembled and documented, the Consultant shall prepare a written report and provide Eight (8) hard copies plus a digital copy of this report to the City.
- 3.11 The Consultant shall then prepare a final presentation of the recommended solution to City staff. These documents shall then, upon direction by the City Administration, be the focal point of an outreach program with the purpose of explaining the importance of the project to Council members and the community.

Scope of Services:
New Braunfels Police Department Facility
New Braunfels, Texas
 May 30, 2018
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"Exhibit B"

Phase I: Summary of Needs Study

Phase I-A: Detailed Spatial Needs Analysis	\$ 39,568
Phase I-B: Site Analysis (One Site w/Civil Engineering Input)	\$ 16,322
Phase I-C: Master Planning	\$ 13,594
Subtotal Phase I:	\$ 69,483
Phase I Reimbursable Expenses:	\$ 4,300
Total Phase I Services:	\$ 73,783

Phase II Conceptual Design Services:

Phase II-A: Conceptual Design	\$ 18,121
Phase II-B: Estimate of Probable Development Costs	\$ 3,000
Subtotal Phase II:	\$ 21,121
Phase II Reimbursable Expenses:	\$ 4,000
Total Phase II Services:	\$ 25,121

Total Phases I and II	\$ 98,904
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Additional Services (if Requested)

Survey of 10 acres Site at San Antonio and 337	\$ 5,500
Geotechnical Report (8 borings up to 35 feet)	\$ 13,900
Environmental Studies (Phase 1)	\$ 2,100

Scope of Services:
New Braunfels Police Department Facility
New Braunfels, Texas
 May 30, 2018
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"Exhibit C"
 Billing Rate Sheet

HOURLY RATES OF EACH OF THE INDIVIDUALS, BY TITLE <i>(Effective 4/18 through 3/19)</i>	
Architect of Record	\$205
Project Manager	\$182
Mechanical Engineer	\$160
Electrical Engineer	\$150
Plumbing / Fire Protection Designer	\$125
Structural Engineer	\$185
Civil Engineer	\$160
Surveyor	\$150
Geotechnical Engineer	\$180
Environmental Engineer	\$175
Security & Technology Consultant	\$175
Administrative Support Staff	\$50
Computer Draftsperson	\$65
Accounting Services	\$83
Specification Writer	\$98
Construction Administrator	\$102
Graphic Designer	\$72
Interior Designer	\$105
Additional Staff Architect	\$145
Designer	\$ 95

Hourly Fee Breakdown
City of New Braunfels, Texas
Police Department Facility
ADG Project No. 1027
May 30, 2018

PROJECT PERSONNEL TITLE		Architect of Record/Director	PROJECT MANAGER	STAFF ARCHITECT	DESIGNER	DRAFTSPERSON	SPECIFICATION WRITER	ADMINISTRATIVE STAFF	INTERIOR DESIGNER	GRAPHIC DESIGNER	HOURS PER TASK	TOTAL A/E DESIGN FEE
Hourly Rate		\$205	\$182	\$145	\$95	\$65	\$89	\$50	\$105	\$72		
Phase 1 - Needs, Site and Master Plan		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	
Meet with Staff to Define Scope/Schedule/Tour Existing Facility	12	\$2,460	12	\$2,184		\$0		\$0		\$0	24	\$4,644
Produce Project Schedule & Questionnaires	2	\$410	4	\$728	2	\$290		2	\$100		10	\$1,528
Review previous Spatial Needs Assessment	2	\$410	4	\$728		\$0					6	\$1,138
Prepare for Meetings with Staff	2	\$410	5	\$910		\$0					7	\$1,320
Meetings with Staff - Departmental Needs	12	\$2,460	12	\$2,184		\$0					24	\$4,644
Review Current Site Plan & Data	2	\$410	4	\$728		\$0					6	\$1,138
Preliminary Site Analysis	4	\$820	8	\$1,456	8	\$1,160				16	\$1,152	\$4,588
Review space needs and site info	16	\$3,280	8	\$1,456	4	\$580		4	\$200		32	\$5,516
Meetings with Staff - Finalize Departmental/Facility Needs - review Site findings	12	\$2,460		\$0		\$0					12	\$2,460
Finalize Site Analysis	4	\$820	2	\$364		\$0				12	\$864	\$2,048
Code Review	4	\$820	8	\$1,456	2	\$290					14	\$2,566
Master Plan Site	12	\$2,460	14	\$2,548		\$0				12	\$864	\$5,872
Meeting with City Staff - Review Masterplan	12	\$2,460	12	\$2,184		\$0					24	\$4,644
Revise Masterplan	10	\$2,050	6	\$1,092		\$0				16	\$1,152	\$4,294
Preliminary Opinion of Probable Development Cost	12	\$2,460	14	\$2,548	8	\$1,160		6	\$300		40	\$6,468
Prepare Phase 1 Draft	18	\$3,690	8	\$1,456	6	\$870		8	\$400	8	\$576	\$6,992
Present to Community	12	\$2,460	12	\$2,184		\$0				8	\$576	\$5,220
Total Standard Architectural/Engineering Fee												\$65,483
Additional Related Services												
Civil Design												\$4,000
Mechanical / Electrical / Plumbing / Fire Protection Engineering Design												\$0
Structural Engineering Design												\$0
Technology Design												\$0
Phase I- Subtotal												\$69,483

Hourly Fee Breakdown

Police Department Facility

ADG Project No. 1027

May 30, 2018

Out-of-Pocket Expenses Allowance																		\$4,300	
PROJECT PERSONNEL TITLE	PRINCIPAL		PROJECT MANAGER		PROJECT ARCHITECT		DESIGNER		DRAFTSPERSON		SPECIFICATION WRITER		ADMINISTRATIVE STAFF		INTERIOR DESIGNER	GRAPHIC DESIGNER	HOURS PER TASK	TOTAL A/E DESIGN FEE	
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST					
Hourly Rate																			
Phase II- Conceptual Design and Cost																			
Blocking and Stacking Diagrams	4	\$820	2	\$364		\$0		\$0		\$0		\$0		\$0		\$0	6	\$1,184	
Review with City Staff	8	\$1,640	8	\$1,456		\$0		\$0		\$0		\$0		\$0		\$0	16	\$3,096	
Prepare Floor Plans	8	\$1,640	14	\$2,548	2	\$364		\$0		\$0		\$0		\$0		\$0	24	\$4,552	
Prepare Exterior Images	2	\$410	4	\$728		\$0		\$0		\$0		\$0		\$0	15	\$2,730	21	\$3,868	
Review with City Staff	8	\$1,640	8	\$1,456		\$0		\$0		\$0		\$0		\$0		\$0	16	\$3,096	
Review Cost Estimate (from Cost Estimator)	0	\$0	0	\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	
Edit and Prepare Final Documents	2	\$410	8	\$1,456		\$0		\$0		\$0		\$0		\$0		\$0	12	\$2,230	
Total Standard Architectural/Engineering Fee																		\$18,121	
Additional Related Services																			
Civil Design																		\$0	
Mechanical / Electrical / Plumbing / Fire Protection Engineering Design																		\$0	
Structural Engineering Design																		\$0	
Cost Estimator																		\$3,000	
Technology Design																		\$0	
Phase II- Subtotal																	\$21,121		
Out-of-Pocket Expenses Allowance																	\$4,000		
Total Task I and II																			\$90,604
Total Out-of-Pocket / Reimbursable Expenses																			\$8,300
WORK ORDER #1 TOTAL																			\$98,904



May 30, 2018

Ms. Barbara Coleman
 City of New Braunfels Purchasing Manager/Finance
 550 Landa Street
 New Braunfels, Texas 78130

RE: Request for Qualifications (RFQ) 18-028, "Public Works Municipal Service Center" Scope and Cost Proposal

Dear Ms. Coleman:

We at **Steinbomer, Bramwell & Vrazel, Architects (SB&V)** are pleased to provide you with the following fee proposal to provide the necessary architectural and engineering services for the initial needs assessment, conceptual design, and cost estimating services for the new Public Works Municipal Service Center for the City of New Braunfels. Our consulting engineers and specialists were specifically selected for this project for their depth of knowledge and our proven experience and history of working on multiple projects such as this. Our consultant team consists of:

- **Stansberry Engineering Co.** – Civil Engineering Services
- **JQ+Tsen** – Structural Engineering Services
- **DBR** – Mechanical, Electrical and Plumbing Engineering Services
- **Braun & Butler** – Construction Cost Estimating Services

I. DETAILED SCOPE

Phase 1 – Summary of Needs Study

The Summary of Needs Study shall establish and address the requirements, goals, and constraints for the project, and shall include the following services:

- Organize a Project Kick-Off and Programming Workshop, in collaboration with City Staff, to establish project Goals with the key project stakeholders to achieve the following (assumes one Principal, one Senior Architect, one Project Manager, plus one Structural, one MEP, and one Civil Engineering Consultant, for 4 hours):
 - Develop and refine a building space/use program, including sizing of utility spaces, for the "full program" build-out scenario
 - Develop and refine a site use program



- Present the Program to project stakeholders (assumes one Principal, one Senior Architect, and one Project Manager for 2 hours)
- Perform necessary building, state, and local code reviews for compliance with regulations and guidelines
- Provide a Civil Assessment of the site based on existing information and information obtained as part of the Summary of Needs Study
- Identify and review known or potential permitting issues including, but not limited to, USACE404 under the Clean Water Act, National Environmental Policy Act (NEPA), National Historic Preservation Act, WPAP, etc. and the anticipated duration for submittal and the approval of applicable permits
- Participate in one (1) Community Meeting conducted during the Summary of Needs Study (assumes one Principal, one Senior Architect, and one Project Manager for 2 hours)

Phase 2 – Conceptual Design:

The primary objective of the Conceptual Design Phase is to ensure that multiple options have been explored, reviewed and analyzed. Based on the approved Summary of Needs Study, the Conceptual Design Phase shall include the following deliverables, related services and activities:

- Concept Sketches: based upon the outcome of the Workshops held in the Summary of Needs Study, the A/E Team shall prepare and present for the City's approval the following:
 - Two (2) Alternative Concept Sketches – rough, diagrammatic drawings of the site and architectural design, including parking
 - Photos of architectural/program precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements
 - Presentation assumes one Principal, one Senior Architect, and one Project Manager, plus one Civil, one Structural and one MEP Consultant, for 4 hours
- Concept Design: based upon the City's selection of a Concept Sketch direction, the Architect shall prepare and present for the City's approval the following:
 - Alternative Concept Design solutions of the project in a more refined manner
 - Through the use of some combination of study models, perspective sketches, and/or digital modeling, describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components
 - Provide Conceptual Cost Estimates for the alternative Concept Design solutions, including



relative costs of systems

- Presentation assumes one Principal, one Senior Architect, and one Project Manager, plus necessary consultants, for 4 hours

Phase 3 – Schematic Design:

The primary objective of the Schematic Design Phase is to define the site and building relationships, character, and layout and establish the project scope within the requirements of the Project. Based upon the City's selection of a Final Conceptual Design, the Schematic Design Phase shall address all requirements of the Project and shall include the following deliverables, related services and activities:

- Schematic Site and building Plan Drawings (Floor Plans, Roof Plan, etc.) which illustrate components of the Project including the size, scale, location, dimensions, and character of the structure, and parking
- Schematic Elevation and Section Drawings which illustrate the spatial relationships, construction, materials and exterior character of the Project
- Refined and developed study models, perspective sketches, and/or digital models
- Schematic drawings and outline specifications illustrating and describing the architectural and structural components of the Project
- Written description of materials, components, and systems (Civil, Structural, Electrical, and Mechanical) to be incorporated into the Project
- Project Construction Phasing Plan, illustrating the Construction phases required to achieve the Master Plan vision for the project (if applicable)
- Updated Program reflecting sizes of all spaces
- Schematic Design Cost Estimate broken down by proposed Construction Sequences, for the Master Plan vision for the project (all phases), including potential operations and maintenance costs
- Updated Code Review for Schematic Design
- One (1) meeting with the City to present the Schematic Design deliverables (assumes one Principal, one Senior Architect, and one Project Manager, plus one Structural, one MEP, and one Civil Engineering Consultant, for 4 hours); includes one (1) round of adjustments, if requested by the City, to address comments
- Participation in conference call meetings as required by the City (assumes 2 total)



II. ITEMIZED COST PROPOSAL

Basic Services

Basic Services are those services provided by Steinbomer, Bramwell & Vrazel, Architects , DBR, JQ+Tsen, Stansberry Engineering Company, and Braun and Butler. The fees to provide the anticipated services outlined above shall be lump sum fee to be billed monthly according to the phase and percent completion of the work:

Phase 1 - Summary of Needs Study

Architectural Services:	\$10,000.00
MEP Engineering Services:	\$ 3,500.00
Structural Engineering Services:	\$ 2,600.00
Civil Engineering Services:	\$ 6,200.00
Subtotal:	\$22,300.00

Phase 2 – Conceptual Design

Architectural Services:	\$15,000.00
MEP Engineering Services:	\$ 4,000.00
Structural Engineering Services:	\$ 4,400.00
Civil Engineering Services:	\$ 3,100.00
Subtotal:	\$26,500.00

Phase 3 – Schematic Design

Architectural Services:	\$15,000.00
MEP Engineering Services:	\$10,700.00
Structural Engineering Services:	\$10,500.00
Civil Engineering Services:	\$ 4,900.00
Construction Cost Estimating Services:	\$ 2,200.00
Subtotal	\$43,300.00

Total Basic Services Fees: \$92,100.00



III. BILLING RATES

HOURLY RATES:

SB&V Architects

Classification of Employee	Hourly Rate
Principal	\$ 180.00
Senior Architect	\$ 160.00
Architect	\$ 130.00
Senior Project Manager	\$ 125.00
Project Manager	\$ 120.00
Associate Designer IV	\$ 110.00
Associate Designer III	\$ 100.00
Associate Designer II	\$ 90.00
Associate Designer I	\$ 80.00
Clerical	\$ 55.00

DBR Engineering Associates

Classification of Employee	Hourly Rate
Partner	\$240.00
Project Manager	\$180.00
Senior Engineer	\$180.00
Senior Technology Designer	\$155.00
Engineer/Sr. Designer	\$140.00
Senior Construction Administrator	\$140.00
Technology Designer	\$130.00
Commissioning Agent	\$130.00
Sustainability Advisor	\$110.00
Designer (MEP)	\$110.00
CADD Operator	\$65.00
Administrative	\$60.00

JQ+Tsen

Classification of Employee	Hourly Rate
Principal	\$210.00
Project Manager	\$155.00



Senior Project Engineer	\$135.00
Project Engineer	\$120.00
Senior Technician	\$110.00

Stansberry Engineering Company

Classification of Employee	Hourly Rate
Principal	\$150.00
Senior CAD Technician/Designer	\$ 85.00
Administrative Assistant	\$ 55.00

IV. REIMBURSABLE EXPENSES:

Reimbursable expenses are billed in addition to compensation for architectural services. These expenses include, but are not limited to, long distance communications, mileage, printing and reproductions, delivery services, and subconsultants necessary for your project. These expenses will be billed at cost with a 10% administrative fee.

V. ASSUMPTIONS, EXCLUSIONS, AND CONDITIONS:

The scope of services presented herein and associated costs are based upon the design team's understanding of the proposed project scope. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee.

This proposal is based on the following assumptions and conditions:

- This Project will not pursue LEED Certification. All Energy modeling, commissioning, and/or life cycle cost analysis is excluded.
- Attendance at meetings or presentations other than those listed may be accommodated as an additional service billed at the hourly rates.
- Services and fees for geotechnical engineering are based on worst-case scenarios and may be adjusted once the scope of the project is determined.
- We bill clients monthly for our services and ask that clients understand that all invoices are due upon receipt. Amounts unpaid forty-five days after the invoice date shall bear interest at the



rate of 10% per annum. Regrettably, we must suspend work on the project if payment is not received within 45 days from the date of the invoice.

- Projects put on hold, at the client's request, for a period of one year or more are subject to Billing Rates in effect at the time the project is restarted.
- The drawings we create are the instruments of conveyance of services performed, and are not subject to state sales tax. All drawings created by our firm remain the property of this firm and may not be used by any other person or companies for any other construction or research purposes.

We thank you for this opportunity to work with you.

Sincerely,

Steinbomer, Bramwell & Vrazel, Architects
ACCEPTED:

Name

Date

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, (512) 305-9000.

performed under the contract shall bear a current, active professional seal recognized by and as required the State of Texas if the project is realized for construction with the N&K Consultant Team, and make field observations and conduct investigations, as required, to evaluate existing conditions during all stages.

The Consultant shall attend and participate in project meetings with various City departments/divisions and/or public meetings as required during all Stages.

FEE SCHEDULE

PHASE 1 – SUMMARY OF NEEDS STUDY:

- **Project Kick-Off & Programming Workshop:**

Collaborative project kick-off workshop with City Staff:

Architectural:

○ Principal; Lead Architect:	6 HRS @ \$240/HR	\$1,440
○ Project Architect:	6 HRS @ \$150/HR	\$900

MEP:

○ H2MG Engineer:	6 HRS @ \$185/HR	\$1,110
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Civil:

○ HMT Civil Project Manager:	6 HRS @ \$160/HR	\$960
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Project Kick-Off & Programming Workshop Total:	\$4,410
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- **Program Development:**

N&K Consultant Team Building Site Program Development & Presentation:

Architectural:

○ Principal, Lead Architect:	6 HRS @ \$240/HR	\$1,440
○ Project Architect:	12 HRS @ \$150/HR	\$1,800

MEP:

○ H2MG Engineer:	2 HRS @ \$185/HR	\$370
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Structural:

○ JQT Project Manager:	2 HRS @ \$155/HR	\$310
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Civil:

○ HMT Civil Project Manager:	2 HRS @ \$160/HR	\$320
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Program Development & Presentation Total:	\$4,150
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- **Code Assessment:**

N&K Consultant Team Code, Ordinance, Standards & Federal & State Guidelines Determination.

Architectural:

○ Project Architect:	2 HRS @ \$150/HR	\$300
○ Principal – Review	1 HRS @ 240/HR	\$240

Can these two meetings be combined?

not sure civil needs to be present

MEP:

o H2MG Engineer:	2 HRS @ \$185/HR	\$370
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Civil:

o HMT Civil Project Manager:	4 HRS @ \$160/HR	\$640
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Code Assessment Total:**\$1,550**

- Community & Ancillary Meetings:**

N&K Consultant Team participation in designated meetings of all types conducted during the Summary of Needs Study & minutes generation.

Architectural:

o Project Architect:	10 HRS @ \$150/HR	\$1,500
o Principal – Review	4 HRS @ \$240/HR	\$960

MEP:

o H2MG Engineer:	2 HRS @ \$185/HR	\$370
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Civil:

o HMT Civil Project Engineer:	4 HRS @ \$160/HR	\$640
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*don't need
to be present
at community
meeting*

Meetings Total:**\$ 3,470**

- Funding Source Research:**

N&K Consultant Team identification of known potential funding sources/partners.

Architectural:

o Project Architect:	2 HRS @ \$150/HR	\$300
o Principal – Review	1 HRS @ \$240/HR	\$240

Civil:

o HMT Civil Project Engineer:	2 HRS @ \$160/HR	\$320
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*why is
the civil
involved?*

Funding Research Total:**\$860****PHASE 1 - SUMMARY OF NEEDS TOTAL:****\$14,440****PHASE 1 – SITE SELECTION – ADDITIONAL SERVICES:**

- Site Selection:**

Civil Assessment:

N&K Consultant Team Review of ~~Three~~ ^{two} Potential Site Evaluations/Recommendation:

Architectural:

o Project Architect:	4 HRS @ \$150/HR	\$600
o Principal – Review	1 HRS @ \$240/HR	\$240

Civil:

o HMT Civil Project Engineer:	32 HRS @ \$135/HR	\$4,320
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Environmental Studies:

N&K Consultant Team review of environment concerns, known environmental issues/contamination, historical districts, archeological sites, endangered species habitat area, tree protection and projects over the Edwards Aquifer recharge zone(s); & Phase I assessment.

Architectural:

- | | | |
|----------------------|------------------|-------|
| o Project Architect: | 1 HRS @ \$150/HR | \$150 |
|----------------------|------------------|-------|

Environmental:

- | | | |
|------------------------------|-------------------|---------|
| o MCC Environmental Manager: | 24 HRS @ \$135/HR | \$3,240 |
|------------------------------|-------------------|---------|

Permitting:

N&K Consultant Team review/evaluate known or potential permitting issues including, but not limited to, USACE404 under the Clean Water Act, National Environmental Policy Act (NEPA), National Historic Preservation Act, WPAP, etc.

Architectural:

- | | | |
|----------------------|------------------|-------|
| o Project Architect: | 2 HRS @ \$150/HR | \$300 |
| o Principal – Review | 1 HRS @ \$240/HR | \$240 |

MEP:

- | | | |
|------------------|------------------|-------|
| o H2MG Engineer: | 2 HRS @ \$185/HR | \$370 |
|------------------|------------------|-------|

Civil:

- | | | |
|-------------------------------|------------------|-------|
| o HMT Civil Project Engineer: | 2 HRS @ \$160/HR | \$320 |
|-------------------------------|------------------|-------|

Geotechnical Study:

N&K Consultant Team Geotechnical Study & Report for Building & Parking site, including Structural/foundation design recommendations.

Architectural:

- | | | |
|----------------------|------------------|-------|
| o Project Architect: | 3 HRS @ \$150/HR | \$450 |
| o Principal – Review | 1 HRS @ \$240/HR | \$240 |

Arias Geotechnical:Field Exploration

- | | | |
|------------------------|------------------|-------|
| o Field Coordination: | 6 HRS @ \$55/HR | \$330 |
| o Transportation Cost: | 1 HRS @ \$55/HR | \$55 |
| o Senior Engineer: | 2 HRS @ \$135/HR | \$270 |

Drilling & Sampling

- | | | |
|----------------------------|-----------------|---------|
| o Equipment Mobilization: | 1 Each | \$450 |
| o Soil Borings: | 70 Ft. @ \$18 | \$1,260 |
| o Rock Cores: | 70 Ft. @ \$24 | \$1,680 |
| o Backfill Bore Holes: | 140 Ft. @ \$4 | \$560 |
| o Logger: | 16 HRS @ \$55 | \$880 |
| o Transportation Cost: | 2 HRS @ \$55/HR | \$110 |
| o Site Clearing/Rig Access | 1 Day @ \$2,000 | \$2,000 |

Laboratory Soil Testing

- | | | |
|-----------------------------|-------------|-------|
| o Moisture Content: | 6 EA @ \$10 | \$60 |
| o Atterberg Limits: | 6 EA @ \$65 | \$390 |
| o Grain Size Analysis: | 6 EA @ \$65 | \$390 |
| o Unconfined Comp Strength: | 6 EA @ \$55 | \$330 |

o Pressure Swell Tests:	3 EA @ \$110	\$330
o Lab Manager/EIT:	2 HRS @ \$85	\$170
<u>Engineering & Reporting</u>		
o Senior Engineer:	8 HRS @ \$135/HR	\$1,080
o Project Engineer:	12 HRS @ \$95/HR	\$1,140
o Drafting:	4 HRS @ \$65	\$260
o Admin:	1 HRS @ \$55	\$55

Site Selection Total:	\$22,270
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PHASE 1 - SITE SELECTION ADDITIONAL SERVICE TOTAL:	\$22,270
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PHASE 2 – CONCEPTUAL DESIGN:

Concept Sketches:

- Concept Sketches & Support Data:**

Concept sketch process based on Needs Study:

Architectural:

o Principal: Lead Architect:	6 HRS @ \$240/HR	\$1,440
o Project Architect:	24 HRS @ \$150/HR	\$3,600

MEP:

o H2MG Engineer:	4 HRS @ \$185/HR	\$740
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Civil:

o HMT Civil Project Manager:	2 HRS @ \$160/HR	\$320
o HMT Civil Project Engineer:	16 HRS @ \$135/HR	\$2,160
o HMT Surveyor	3 HRS @ \$150/HR	\$450
o HMT 3-Person Survey	10 HRS @ \$150/HR	\$1,500

Structural:

o JQT Senior Project Engineer:	3 HRS @ \$135/HR	\$405
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Concept Sketches & Support Data Total:	\$10,615
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*limit to
1 concept
(staff already
have an idea
of what is
needed)*

*nothing to
survey w/
no site*

Concept Design:

- Concept Design:**

Refined Alternative Concept Design Solutions in presentation form and Cost Modeling:

Architectural:

o Principal: Lead Architect:	4 HRS @ \$240/HR	\$960
o Project Architect:	40 HRS @ \$150/HR	\$6,000
o Project Designer Tech:	20 HRS @ \$110/HR	\$2,200

MEP:

o H2MG Principal:	1 HRs @ \$254/HR	\$254
o H2MG Engineer:	5 HRS @ \$185/HR	\$925

*1 concept
only*

○ H2MG Designer	6 HRS @ \$135/HR	\$810
Civil:		
○ HMT Principal:	2 HRS @ \$175/HR	\$350
○ HMT Civil Project Manager:	4 HRS @ \$160/HR	\$640
○ HMT Project Engineer:	20 HRS @ \$135/HR	\$2,700
○ HMT EIT	12 HRS @ \$115/HR	\$1,380
Structural:		
○ JQT Principal:	1 HRS @ \$210/HR	\$210
○ JQT Senior Project Engineer:	1 HRS @ \$155/HR	\$155
○ JQT Project Engineer:	4 HRS @ \$135/HR	\$540
○ JQT Senior Tech:	8 HRS @ \$110/HR	\$880
Concept Cost Determinations:		
○ Principal: Lead Architect:	4 HRS @ \$240/HR	\$960
○ Project Architect:	2 HRS @ \$150/HR	\$300
○ H2MG Engineer:	2 HRS @ \$185/HR	\$370
○ HMT Civil Project Manager:	2 HRS @ \$160/HR	\$320
○ JQT Senior Project Engineer:	1 HRS @ \$155/HR	\$155
○ Halford Busby Senior Estimator	4 HRS @ \$180/HR	\$720
○ Halford Busby Estimator	4 HRS @ \$148/HR	\$592

Concept Design Total:	\$21,421
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PHASE 2 - CONCEPTUAL DESIGN	\$32,036
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PHASE 3 – SCHEMATIC DESIGN:

- **Schematic Site, Building & Roof Plan, Elevations, and Sections Drawings**

Illustration of all components of the Project including the size, scale, spatial relationships, site design, parking, location, dimensions, construction, materials and interior/exterior character of the Project.

Architectural:

○ Principal: Lead Architect:	10 HRS @ \$240/HR	\$2,400
○ Project Architect:	60 HRS @ \$150/HR	\$9,000
○ Project Designer Tech:	40 HRS @ \$110/HR	\$4,400

MEP:

○ H2MG Principal:	2 HRS @ \$254/HR	\$508
○ H2MG Engineer:	12 HRS @ \$185/HR	\$2,220
○ H2MG Designer	16 HRS @ \$135/HR	\$2,160

Civil:

○ HMT Principal:	4 HRS @ \$175/HR	\$700
○ HMT Civil Project Manager:	8 HRS @ \$160/HR	\$1,280
○ HMT Project Engineer:	48 HRS @ \$135/HR	\$6,480
○ HMT EIT	32 HRS @ \$115/HR	\$3,680

Structural:

o JQT Principal:	2 HRS @ \$210/HR	\$420
o JQT Senior Project Engineer:	2 HRS @ \$155/HR	\$310
o JQT Project Engineer:	6 HRS @ \$135/HR	\$810
o JQT Senior Tech:	18 HRS @ \$110/HR	\$1,980

Schematic Plans & Drawings Total:	\$40,128
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- **Schematic Graphic Renderings**

Refined and developed study models, perspective sketches, and/or digital models

Architectural:

o Principal: Lead Architect:	2 HRS @ \$240/HR	\$480
o Project Architect:	8 HRS @ \$150/HR	\$1,200
o Design Intern:	24 HRS @ \$130/HR	\$3,120
o Designer Tech:	32 HRS @ \$110/HR	\$3,520

Schematic Graphic Renderings Total:	\$8,320
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- **Schematic Specifications**

Outline specifications illustrating & describing the architectural & engineering components of the Project.

o Principal: Lead Architect:	4 HRS @ \$240/HR	\$960
o Project Architect:	24 HRS @ \$150	\$3,600
o H2MG Engineer:	8 HRS @ \$185/HR	\$1,480
o HMT Civil Project Manager:	6 HRS @ \$160/HR	\$960
o JQT Senior Project Engineer:	4 HRS @ \$155/HR	\$620

Schematic Specifications Total:	\$7,620
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- **Project Construction Phasing Plan,**

Illustrating the Construction phases required to achieve the Master Plan vision for the project

o Principal: Lead Architect:	2 HRS @ \$240/HR	\$480
o Project Architect:	6 HRS @ \$150	\$900
o HMT Civil Project Manager:	3 HRS @ \$160/HR	\$480

Schematic Specifications Total:	\$1,860
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- **Updated Program**

Reflecting sizes of all spaces.

Architectural:

o Principal, Lead Architect:	2 HRS @ \$240/HR	\$480
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Limit this
to basic images
that can be
shown in
public meetings

Narratives
not full
technical
specs.

remove

is this
necessary

o Project Architect:	6 HRS @ \$150/HR	\$900
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Updated Program Total:	\$1,380
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- Community & Ancillary Meetings:**

N&K Consultant Team participation in designated meetings of all types conducted during the Schematic Design phase & Meeting Minutes generation.

Architectural:

o Project Architect:	10 HRS @ \$150/HR	\$1,500
o Principal – Review	4 HRS @ \$240/HR	\$960

MEP:

o H2MG Engineer:	2 HRS @ \$185/HR	\$370
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Civil:

o HMT Civil Project Engineer:	4 HRS @ \$160/HR	\$640
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don't need to participate in community meetings

Meetings Total:	\$ 3,470
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- Updated Code Review:**

N&K Consultant Team Code, Ordinance, Standards & Federal & State Guidelines Determination.

Architectural:

o Project Architect:	2 HRS @ \$150/HR	\$300
o Principal – Review	1 HRS @ 240/HR	\$240

MEP:

o H2MG Engineer:	2 HRS @ \$185/HR	\$370
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Civil:

o HMT Civil Project Manager:	4 HRS @ \$160/HR	\$640
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is this necessary?

Code Assessment Total:	\$1,550
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- Schematic Design Cost Estimate**

Broken down by proposed Construction Sequences, for the Master Plan vision for the project (all phases), including potential operations and maintenance costs and site acquisition costs with client input.

o Principal: Lead Architect:	6 HRS @ \$240/HR	\$1,440
o Project Architect:	4 HRS @ \$150/HR	\$600
o H2MG Engineer:	3 HRS @ \$185/HR	\$555
o HMT Civil Project Manager:	3 HRS @ \$160/HR	\$480
o JQT Senior Project Engineer:	1 HRS @ \$155/HR	\$155
o Halford Busby Principal	2 HRS @ \$193/HR	\$386
o Halford Busby Senior Estimator	20 HRS @ \$180/HR	\$3,600
o Halford Busby Estimator	10 HRS @ \$148/HR	\$1,480

Schematic Design Cost Update Total:	\$8,696
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PHASE 3 - SCHEMATIC DESIGN

\$73,024

PHASE 1 , 2 & 3 BASIC SERVICES GRAND TOTAL:

\$119,500

PHASE 1 - SITE SELECTION ADDITIONAL SERVICE TOTAL:
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\$22,270

Best Regards



David Negrete AIA
Negrete & Kolar Architects LLP



*Proposal to City of New Braunfels Public Library
Southeast Branch Library
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May 29, 2018*

PROPOSAL PRESENTED TO: City of New Braunfels Southeast Branch Library

720 Design Inc. appreciates the opportunity to present this proposal for your consideration.

PROJECT GOALS AND OBJECTIVES:

The stated project goals and objectives for the 720 Design Inc. team to address include:

1. Reviewing the *2014 Library Master Plan* and its recommendation for a new 17,000 SF library facility on the Southeast side of New Braunfels.
2. Focusing on a design that emphasizes the youth and family services to meet the needs of the service area demographics.
3. Identifying and refining additional goals and criteria for success by the library and city during the preliminary design process.

DETAILED SCOPE OF SERVICES (per the Request for Qualifications (RFQ) 18-031, "Southeast Library Branch"):

Phase 1 – Summary of Needs Study:

Objective: The Summary of Needs Study shall establish and address the requirements, goals and the constraints for this project.

Deliverables: The Summary of Needs Study shall include the following deliverables, related services and activities:

- J Project Kick-Off Workshop: In collaboration with City Staff, the 720 design team shall host a Project Kick-off Workshop to establish project Goals with the key project stakeholders.
- J Programming: In collaboration with City Staff, the 720 design team shall engage in a programming workshop to:
 - o Develop and refine a building space/use program, including sizing of utility spaces, for the "full program" build-out scenario.
 - o Develop and refine a site use program.
 - o Present the Program to project stakeholders.
- J Code Reviews: All designs must comply with all City, State and Federal Guidelines, Standards, Ordinances and Codes.
- J Site Selection: The 720 design team shall evaluate up to 3 potential sites identified by the City and provide a site recommendation.
 - o Civil Assessment: The Consultant shall provide a Civil Assessment of the site based on existing information and information obtained as part of the Summary of Needs Study.
 - Zoning / Impervious Cover / Min Lot / Height / Use / Density / Setbacks
 - Tree or Other Special Environmental Ordinances
 - Platting/Permitting/Site Plan requirements
 - Roadway/Access issues
 - Traffic Impact Analysis Worksheet
 - Utilities (Water, Wastewater, Electrical, Gas)
 - Applicable Impact Fees
 - General Soil considerations
 - Watershed, Floodplain and Recharge Zone issues
 - Storm Water Detention and Quality
 - Special Architecture, Lighting and Signage requirements



*Proposal to City of New Braunfels Public Library
Southeast Branch Library
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- Landscaping & Screening requirements
- Historical designations or other overlays
- Architectural and Landscape Assessment:
 -)] Visibility to and from the property
 -)] Circulation and potential connectivity for people, vehicles, deliveries and materials
 -)] Relationship to adjacent land uses and properties
 -)] Topography
 -)] Special site features and desired site amenities
 -)] Site restraints
 -)] Existing tree and vegetative cover (if applicable)
- Permitting: The 720 design team shall identify and review known or potential permitting issues including, but not limited to, USACE404 under the Clean Water Act, National Environmental Policy Act (NEPA), National Historic Preservation Act, WPAP, etc. and the anticipated duration for submittal and the approval of applicable permits.
-)] One Community Meeting: The Consultant shall prepare for and participate in two Community Meetings conducted during the Summary of Needs Study.
-)] Meetings: Two on site team meetings and one conference call to review the final programming document.
-)] Identify potential funding sources/partners.

OPTIONAL ADDITIONAL SERVICES:

- Environmental Studies: The consultant shall identify the potential of environment concerns and review known environmental issues such as potential contamination, historical districts, archeological sites, endangered species habitat area, tree protection and project over the Edwards Aquifer recharge zone(s); provide a Phase I as deemed necessary by the City.
- Geotechnical Study; the 720 design team shall provide a thorough Geotechnical Study and Report for the proposed Building and Parking site, including Structural/foundation design recommendations.

The City of New Braunfels will make available to the 720 design team any readily available existing conditions data, drawings and related information it has for the project. Data, documents and related information will likely consist of varying electronic and paper format.

After review and approval requirements for the Summary of Needs Study have been met, and incorporation of any changes requested by the City, the City shall authorize the Consultant in writing to commence Conceptual Design.

Phase 2 – Conceptual Design:

Objective: The primary objective of the Conceptual Design Phase is to ensure that multiple options have been explored, reviewed and analyzed.



Deliverables: Based on the approved Summary of Needs Study, the Conceptual Design Phase shall include the following deliverables, related services and activities:

Concept Sketches: based upon the outcome of the Workshops held in the Summary of Needs Study, the 720 design team shall prepare and present for the City's approval, without limitation, the following:

- J Two (2) Alternative Concept Sketches – rough, diagrammatic drawings of the site and architectural design, including parking.
- J Photos of architectural/program precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.

Concept Design: based upon the City's selection of a Concept Sketch direction, the 720 design team shall prepare and present for the City's approval the following:

- J The creation of a technology plan that helps the library identify, design and prepare for the technology-driven services it aspires to in the new building.
- J Technology Program Plan, including descriptions of services and the technology needed to support the services. The Technology Program Plan will include Specifications for infrastructure, including computer hardware, network equipment, structured cabling, IT spaces and other needs as determined by the process. The consultant will coordinate with the library and City IT to create and prioritize the list draft budget for library technology as determined by the Technology Program Plan.
- J Alternative Concept Design solutions of the project in a more refined manner than the Concept Sketches. Landscape Architect will develop a landscape cost estimate for hardscape, site furnishings, landscaping and irrigation.
- J Using some combination of study models, perspective sketches, and/or digital modeling, describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.
- J Conceptual Cost Estimates for the alternative Concept Design solutions, including relative costs of systems and site acquisition costs. Updated technology budget.
- J Meetings: Technology workshop, 3 on site design meetings.

After review and approval requirements for Conceptual Design have been met, and incorporation of any changes ordered by the City, the City shall authorize the 720 design team in writing to commence Schematic Design.

Phase 3 – Schematic Design:

Objective: The primary objective of the Schematic Design Phase is to define the site and building relationships, character, and layout and establish the project scope within the requirements of the Project.

Deliverables: Based upon the City's selection of a Final Conceptual Design, the Schematic Design Phase shall address requirements of the Project and shall include the following deliverables, related services and activities:

- J Schematic Site and building Plan Drawings (Floor Plans, Furniture Plan, Roof Plan, etc.) which illustrate the components of the Project including the size, scale, location, dimensions, and character of the structure, and parking.
- J Schematic Elevation and Section Drawings which illustrate the spatial relationships, construction,



*Proposal to City of New Braunfels Public Library
Southeast Branch Library*

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May 29, 2018*

materials and exterior character of the Project.

- J Refined and developed study models, perspective sketches, and/or digital models.
- J Schematic drawings and specifications illustrating and describing the architectural and interior components of the Project.
- J Written narrative description of major materials, components, and systems (Civil, Structural, Electrical, and Mechanical) to be incorporated into the Project.
- J Documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
- J Project Construction Phasing Plan, illustrating the Construction phases required to achieve the Master Plan vision for the project if applicable.
- J Updated Program reflecting and revisions to sizes of any spaces.
- J Schematic Design Cost Estimate broken down by proposed Construction Sequences, for the Master Plan vision for the project (all phases), including potential operations and maintenance and site acquisition costs. The Technology consultant will update the technology budget and the Landscape Architect will provide a preliminary probable cost.
- J One Community Meeting: Prepare materials for and participate in any Community Meetings conducted during Schematic Design.
- J Updated Code Review for Schematic Design.
- J Design Meetings: Two on site design meetings and one final presentation.

The Consultant shall present the Schematic Design deliverables to the City and shall incorporate changes requested by the City regarding the Schematic Design or the requirements of the Project.

The Consultant team shall participate in conference call meetings and meetings in person as determined as necessary by the City. The fee includes nine bi-monthly on meetings. Attendees are included on the draft project schedule.

KEY PERSONNEL:

Maureen Arndt, 720 design, shall serve as Project Manager, providing day-to-day client contact and project management.

Jeff Bulla and Scott Smith, PGAL, will serve as project/design architects.

Lee Howell, Byrne Construction, will serve as cost estimator on the project.

Amy Stone, M&S Engineering, will serve as Engineering project manager and Structural Engineer.

David C. Baldwin, DCBA design, will serve as Landscape Architect for the project.

Carson Block, Carson Block Consulting, will serve as Technology Consultant.

COMPENSATION:

Please see the attached EXHIBIT A: ITEMIZED COST PROPOSAL spreadsheet for basic services and additional optional services as requested

HOURLY RATES:

Please see the attached EXHIBIT C: BILLING RATE SHEET.



*Proposal to City of New Braunfels Public Library
Southeast Branch Library
Page 5 of 5
May 29, 2018*

Reimbursable Expenses: We estimate that the reimbursable expenses for this project shall not exceed the total indicated on the itemized cost proposal unless authorized by the owner in advance. These expenses are over and above the Fee Compensation listed above. Expenses include air travel, parking, car rental, hotel, meals, mileage and printing. Reimbursables will be billed at 1.10% of actual costs.

Change of Service: Services that are required of 720 Design Inc. that are not defined in the scope of work above shall be considered a change of service. Prior approval from the Owner will be received before any additional services are executed.

SCHEDULE:

The schedule will be developed in conjunction with the owner and building committee for this project—a draft is attached for review and development. In order to meet the September 12th deadline extended review time by the owner is not considered in this schedule.

All meetings and presentations as itemized above shall take place at New Braunfels Public Library unless specified otherwise.

Submitted by:

 05-29-18

Maureen Arndt, AIA, IIDA
President
720 Design Inc.

Date

Approved by:

_____ Date

Attachments:

-) EXHIBIT A: Itemized Cost Proposal
-) EXHIBIT B: Proposed Project Schedule
-) EXHIBIT C: Billing Rate Sheet

EXHIBIT A

City of New Braunfels Southeast Branch Library
Itemized Cost Proposal
Revised 5-29-18



SCOPE / SERVICES	Phase 1: Summary of Needs	Phase 2: Conceptual Design	Phase 3: Schematic Design	
NEW BRAUNFELS SOUTHEAST PUBLIC LIBRARY				Total
Consultants				
Project Management	5,000.00	5,400.00	6,000.00	16,400.00
Architectural/Interiors/Library Planner - 720 design	17,300.00	18,040.00	17,600.00	52,940.00
Architectural/Shell - PGAL	6,912.00	12,366.00	26,730.00	46,008.00
Civil - M&S	11,100.00	6,100.00	10,200.00	27,400.00
Structural - M&S	5,500.00	1,500.00	6,000.00	13,000.00
MEP - M&S	0.00	0.00	10,500.00	10,500.00
Landscape Architecture - DCBA design	4,195.00	5,585.00	4,195.00	13,975.00
Cost Estimating - Byrne Construction	0.00	7,722.00	11,036.00	18,758.00
Technology - Carson Block Consulting	665.00	3,800.00	5,890.00	10,355.00
TOTAL FEE BY PHASE	\$50,007.00	\$56,713.00	\$92,261.00	\$198,981.00

OPTIONAL ADDITIONAL SERVICES	
NEW BRAUNFELS SOUTHEAST PUBLIC LIBRARY	Total
Consultants	
Geotechnical - Raba Kistner	13,446.50
Environmental Engineering - Raba Kistner	33,932.00
Topo, Tree & Boundary Survey, Geotech review - M&S	8,000.00
Expenses Geotechnical / Environmental Engineering	1,100.00

ESTIMATED EXPENSES - NOT TO EXCEED	
NEW BRAUNFELS SOUTHEAST PUBLIC LIBRARY	
ESTIMATED EXPENSES	
Architectural - 720 design	8,200.00
Architectural - PGAL	5,500.00
Engineering - M&S	440.00
Landscape Architecture - DCBA design	990.00
Cost Estimating - Byrne Construction	880.00
Technology - Carson Block Consulting	1,100.00
TOTAL ESTIMATED EXPENSES - NOT TO EXCEED	\$17,110.00

City of New Braunfels
Southeast Library
Proposed Project Schedule



MEETING	DATE	DESIGN TEAM ATTENDEES	TIME
Consulting Contract Approval	<i>June 11, 2018</i>		
Notice to Proceed – 720 design provides programming questionnaire to library and city	June 12, 2018		
Phase 1: Summary of Needs-information gathering	June 12-18		
Project Kick-Off Workshop #1: In collaboration with City Staff, the Consultant shall host a Project Kick-off Workshop to establish project Goals with the key project stakeholders.	June 14, 2018	720 design PGAL M&S Companies	10:30 am
Programming Presentation #2 and Site Evaluation: Review program, site visit	June 21, 2018	720 design PGAL M&S Companies David C. Baldwin Carson Block via Webinar	10:30 am
Site and Topographic Survey Environmental and Cultural Resource Survey	TBD	M&S/Sherwood Raba Kistner	TBD
Two Community Input Meetings	TBD	720 design	TBD
Programming Final Review: Review program, site visit, estimate	July 3, 2018	720 design Byrne Construction	Conference call
Phase 2: Conceptual Design			
Technology Assessment Activities (presented by technology consultant Carson Block).	July 9, 2018	Carson Block	All Day Workshop
Technology Visioning (presented by technology consultant Carson Block).	July 10, 2018	Carson Block	10:30 am
Conceptual Design Meeting #4: Adjacency diagrams	July 10, 2018	720 design Carson Block via Webinar	1:30 am
Conceptual Design Meeting #5: Building Test Fits and massing models	July 24, 2018	720 design PGAL	10:30 am
Geotechnical Exploration	July 25, 2018	Raba Kistner	
Concept Design Meeting #6: Narratives and Cost Estimates	August 8, 2018	720 design PGAL M&S Companies Byrne Construction via conference call Carson Block via Webinar	10:30 am
Phase 3: Schematic Design			
Schematic Design Meeting #7: Concept development	August 16, 2018	720 design PGAL	10:30 am
Schematic Design Drawing Review Meeting #8: Furniture floor plans, roof plans, site plan, elevations, sections, cost estimates	August 29, 2018	720 design PGAL Carson Block via Webinar	10:30 am
One Community Informational Meeting		720 design	
Final Presentation and Report	September 12, 2018	720 design PGAL M&S Companies Byrne Construction Carson Block via Webinar	tbd

City of New Braunfels Southeast Branch Library

Billing Rate Sheet



BILLING RATE SHEET

Architectural

Maureen Arndt	720 design PIC/PM	\$185 hour
720 design Project Job Captain	720 design Job Captain	\$110
720 design Graphics Coordinator	720 Graphics	\$90
Jeff Bulla	PGAL PIC	\$240
Scott Smith	PGAL Project Architect	\$185
PGAL Architect IV	PGAL Project Architect	\$150
PGAL Architect II	PGAL Project Architect	\$110

Engineering

Amy Stone, M&S	Structural/PM	\$160
Lance Klein M&S	Civil Engineering	\$160
Trey Sims, M&S	MEP Engineering	\$160
Richard Goodwin, M&S/Sherwood	Survey	\$165

Please see attached rate sheet for additional categories of engineers.

Landscape Architecture

David C. Baldwin, DCBA Landscape Architects	PIC	\$190
Registered Landscape Architect	Project Manager	\$135
Senior Landscape Designer	Senior Landscape Designer	\$125
Junior Landscape Architect	Junior Landscape Architect	\$115
Junior Landscape Designer	Junior Landscape Designer	\$105
CAD Drafting	CAD Drafting	\$90
Administrative	Administrative	\$65

Cost Estimating

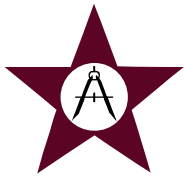
Lee Howell, Byrne Construction	Project Executive	\$164
Chief Estimator	Chief Estimator	\$137
Senior Estimator	Senior Estimator	\$104
Project Manager	Project Manager	\$104

Technology

Carson Block, Carson Block Consulting	Technology	\$200
Bonnie Nichols	Executive Assistant	\$20

Geotechnical Engineering

Principal		\$185
Sr. Project Manager		\$180
Project Manager		\$145
Engineer In Training		\$95
CADD Technician I		\$60
CADD Technician II		\$80
Administrative or Clerical		\$70



2018 Engineering Rate Schedule

The following rate schedule is in effect for the 2018 calendar year and will be reviewed annually for appropriate changes as may be required.

Labor Classification	Base Rate
Principal Engineer III	\$210.00
Principal Engineer II	\$200.00
Principal Engineer I	\$190.00
Senior Engineer IV/RPLS IV	\$180.00
Senior Engineer III/RPLS III	\$175.00
Senior Engineer II /RPLS II	\$170.00
Senior Engineer I/RPLS I	\$165.00
Project Engineer V	\$160.00
Project Engineer IV	\$155.00
Project Engineer III	\$150.00
Project Engineer II	\$145.00
Project Engineer I	\$135.00
Technical Specialist IV	\$155.00
Technical Specialist III	\$145.00
Technical Specialist II	\$135.00
Technical Specialist I	\$125.00
Engineer in Training/SIT	\$100.00
Project Manager IV	\$180.00
Project Manager III	\$170.00
Project Manager II	\$160.00
Project Manager I	\$150.00

Labor Classification	Base Rate
Senior Technician IV	\$120.00
Senior Technician III	\$115.00
Senior Technician II	\$105.00
Senior Technician I	\$100.00
Project Technician II	\$90.00
Project Technician I	\$80.00
Technician V	\$75.00
Technician IV	\$70.00
Technician III	\$65.00
Technician II	\$60.00
Technician I	\$80.00
Senior CAD Operator II	\$85.00
Senior CAD Operator I	\$80.00
CAD Operator II	\$75.00
CAD Operator I	\$70.00
Administrative III	\$80.00
Administrative II	\$75.00
Administrative I	\$65.00
Software Level II	\$20.00
Software Level I	\$10.00

¹ Includes AutoCAD, MicroStation, L-Pile, SAG10 and other common licensed software packages

² Includes PLS-CADD, Bentley Systems, e-tap and other premium licensed software packages

³ Rates are inclusive of all surveying equipment, including stakes, marking paints, and other consumable items required. Special request items such as T-posts, 36" Laths, concrete monuments, etc. will be billed on a cost plus 15% basis.
other premium licensed software packages

⁴ Overtime Rates shall be 1.5 times the best rate.

May 30, 2018

Ms. Jennifer Gates
City of New Braunfels
550 Landa Street
New Braunfels, Texas 78130

Sports Fields Complex – 2019 Bond Program Development

New Braunfels, Texas

SCOPE OF WORK

Norris Design will lead a team of technical professionals in partnership with the City of New Braunfels to provide a Needs Study, Conceptual Design and Schematic Design with Cost Estimating throughout the process in preparation for the proposed 2019 Bond Program. The Consultant Team will work with the City and the New Braunfels Industrial Development Corporation (4B) in the development of a recently acquired 150 +/- acre property at the southeast corner of Klein Road and FM 1044 in New Braunfels, TX into a regional sports complex.

PHASE 1 – SUMMARY OF NEEDS SURVEY

Task 1 – Project Initiation

Norris Design will conduct a project team kick-off including all sub-consultants to discuss the overall project management including team communication, team meetings, project scope and timeline, the community input process, park programming, site opportunities and constraints and answer any final questions our sub-consultants may have. Norris Design's team of sub-consultants includes:

1. Site Survey and Civil Engineering – Walker Partners
2. Architecture Design – Barker Rinker Seacat Architecture
3. Geotechnical Engineering – Holt Engineering – provided as an Additional Service to be determined after Phase 2 – Conceptual Design
4. Environmental Engineering– Cox McClain
5. Cost Estimation Consulting – Cumming

Deliverables include:

1. One (1) Team Meeting

Task 2: Community Input

Norris Design will work with the City of New Braunfels to create content to be posted on the City's website to initiate community feedback regarding the programming and amenities for the park. Norris Design anticipates the following:

1. Prepare a questionnaire to be posted on the City's website to gather information and community feedback.
2. Prepare a site map of the site to be provided to the City to be posted on their website.
3. Assemble and evaluate community input from the questionnaire and provide the results to the City.
4. Meet with the City and project stakeholders to review the results for the questionnaire.
5. Attend one (1) public open house meeting as a part of the project.

Deliverables include:

1. Host one (1) meeting with the City of New Braunfels, project stakeholders and interested public
2. Park Questionnaire
3. Park Questionnaire results and recommendations

PHASE 2 – CONCEPTUAL DESIGN

Task 3: Design Charrette

Norris Design in collaboration with the City of New Braunfels will conduct a design charrette which will be coordinated with City and project stakeholder meetings as a strategy to gain valuable community input while remaining as efficient as possible with team travel and hours. Norris Design will host and facilitate the design charrette in partnership with the City which will include the following:

1. Meeting with the City Staff and project stakeholders to develop the design charrette format and details.
2. Provide comment cards and formulate into a summary used to program and design the park.
3. Utilize the site map created in Task 2 and prepare park amenities laminated cut outs and to assist the public to design the park during the charrette.
4. Lead the community design charrette facilitation.
 - Perform a park programming and design exercise with the group(s).
5. Provide question and answer and record and tabulate the information.
6. Meeting with City Staff and project stakeholders to review the findings from the design charrette to be incorporated into the following design phases.

Deliverables include:

1. One (1) meetings with the City of New Braunfels and project stakeholders
2. One (1) design charrette meeting – format to be determined by entire team
3. Comment cards and summary

Task 4: Conceptual Plan Alternatives

Based on direction from the City of New Braunfels and project stakeholders, known site opportunities and constraints and initial feedback from the web-based community survey, Norris Design will prepare two (2) conceptual plan alternatives for review by the design team and utilized for the design charrette. Norris Design anticipates the following:

1. Meet with all appropriate City Staff team members including the Capital Improvements, Engineering, Parks and Recreation Department and Facilities Maintenance and Operations, and all other necessary parties for feedback on park programming and facility locations.
2. Project Concepts | Key design elements and features
 - Athletic field layout and grouping
 - Coordination of parking needs with key drop off and ADA parking needs
 - Overall vehicular / bus circulation and long term parking for tournament needs
 - Natural resource preservation areas and limits of disturbance
 - Play area and structures
 - Dedicated and multi-purpose field layout and buffers
 - Skate elements, full court basketball potential
 - Multi-purpose trail alignments and locations
 - Restroom size and location
 - Concessions and picnic locations
 - ADA Pedestrian access / circulation route
 - Pedestrian access of adjacent school and neighborhoods
 - Maintenance facility and yard
3. Coordination and design considerations
 - Coordinate with Walker Partners to analyze cut and fill
 - Coordinate with BRS Architecture Building programming, site locations and on site lighting recommendations
 - Coordinate with Design Team on utility and infrastructure

- Coordinate design of all program elements with Walker Partners to integrate any necessary drainage solutions into the park concept
 - Coordination with City Staff, project stakeholders and Design Team on the access road and parking area including the drop off zone(s)
4. Meet with all appropriate City Staff and project stakeholders to review the two (2) conceptual plan alternatives.
 5. Revise the two (2) conceptual plan alternatives based on feedback from the City and project stakeholders.

Deliverables include:

1. Two (2) Conceptual Plan Alternatives (digital and paper copies)
2. One (1) meetings with the City of New Braunfels and project stakeholders

PHASE 3 – SCHEMATIC DESIGN

Task 5: Schematic Design

Based on the community input and direction from the City Staff and project stakeholders, Norris Design shall develop a park program, layout and site plan. Additionally, Norris Design will lead the design team and sub-consultants to create and deliver a schematic design plan set for the City's review and approval. The schematic design will be designed per all codes and regulations recognized by the City. This plan set will identify and locate all park amenities and include the following preliminary plans:

1. One (1) Design Team Meeting
2. Athletic Field Layout Plan
 - Layout and Dimensioning of fields, bleachers, warm up areas, batting cages etc. in coordination with other site elements
3. Hardscape Plans – prepared in AutoCAD
 - All park & site amenities
 - Vehicular access and parking area locations
 - Sidewalks, trails ADA Accessibility
 - Parks entry monumentation & wayfinding signage
4. Landscape Plans – prepared in AutoCAD
 - Plant list per the City of New Braunfels approved plant list
 - Landscape theme
 - Landscape buffers
 - Tree location
 - Passive rainwater harvesting
5. Irrigation Plans – prepared in AutoCAD
 - Point of connection and irrigation meter location
 - Backflow location
 - Mainline location
 - Controller location
 - Irrigation demands at full build out
6. Design Narrative for materials and methods
7. Perform an internal quality assurance review
8. Three (3) Meetings with the City Staff and project stakeholders to review the Schematic Design plan progress and record their comments to be incorporated into the final Schematic Design Package.
9. Two (2) Bird's eye perspectives of the overall site – City to select the views from options provided by Norris Design for further development. Once views have been selected – any new views desired will be additional services.
10. Three (3) detailed perspectives of key areas – City to select the views from options provided by Norris Design for further development. Once views have been selected any new views desired will be additional services.

11. Schematic Design Opinion of Probable Cost Estimate
12. Present the project and findings from the Community Input, Conceptual Plan Alternatives and Design Charrette to the Mayor and Council.

Deliverables include:

1. Schematic Design Package (digital and paper copies)
2. Three (3) meeting with City Staff and project stakeholders
3. One (1) Presentation to the City of New Braunfels Mayor, City Council and public

AGREEMENT QUALIFICATIONS

A. Assumptions

The client shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information.

1. Soils/Geology Reports
2. ALTA Survey
3. Aerial Photography
4. Market Research

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be provided under a separate agreement or as Additional Services if required.

1. Engineering (i.e. – Electrical, Structural, Mechanical, etc. will be added with local consultants as the full project program becomes defined)

C. Definitions

The following definitions are provided to give clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this agreement.

<u>Term</u>	<u>Definition</u>
Attend	Norris Design will be present at meetings and hearings as described in the task action items
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design
Provide	Plans, documents and products made available by Norris Design
Minor Revisions	Revisions requiring less than 25 percent of the original time spent on a drawing, document or total task item

TERMS AND CONDITIONS

A. Standard Terms

1. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. Norris Design will invoice work on a monthly basis based on work completed.
4. Fees for each task are an estimate. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
5. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10 percent. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.
6. Client agrees to pay all invoiced fees and costs within 30 days of billing.
7. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
8. Past due invoices shall be assessed a 1.5 percent late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
9. Norris Design may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.
10. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
11. Revisions exceeding Minor Revisions or additional tasks requested by the Client will be billed at the Standard Hourly rates in addition to the fixed fees or a specific fee will be authorized for the additional work prior to commencement.
12. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
13. All documents and products developed under this agreement shall remain the property of Norris Design until all fees have been paid in full. Norris Design reserves the right to request the return of any documents or products from the Client, municipal governments or other third party entities if fees have not been paid in full. Norris Design shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
14. The Client shall have the rights to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
15. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
16. Any documents or products developed under this agreement by Norris Design shall only be utilized by the Client or their successors for the project or for services, which have been contracted. The Client or their successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.
17. Norris Design shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level

documents being utilized for construction and revisions to construction documents that are not performed by Norris Design.

18. Norris Design shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
19. Norris Design shall not be responsible for information provided to Norris Design by the Client or other project team members not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
20. Norris Design reserves the right to utilize any documents or products developed under this agreement for marketing and promotional purposes. The Client may restrict Norris Design in the use of these documents or products upon written notice to Norris Design prior to development of these documents or products.
21. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination Norris Design will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.
22. If any part of this agreement shall be held unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

B. Specific Terms

1. N/A

C. Standard Hourly Rates

Principal in Charge	\$ 120.00/Hour
Design Principal	\$ 150.00/Hour
Senior Associate	\$ 110.00/Hour
Associate	\$ 90.00/Hour
Landscape Designer	\$ 80.00/Hour

Fee Schedule

Task	Fee
Task 1: Summary of Needs	\$ 4,770.00
Task 2: Community Input	\$ 12,290.00
Task 3: Design Charrette	\$ 14,335.00
Task 4: Conceptual Plan Alternatives	\$ 35,310.00
Task 5: Schematic Design	\$ 51,670.00
Task 6: Geotechnical Engineering – Additional Service	TBD
Task 7: Environmental Engineering	\$ 22,667.10
Task 8: Site Survey and Civil Engineering	\$108,000.00
Task 9: Architectural Design	\$ 61,110.00
Task 10: Cost Estimation Consulting	\$ 29,585.00

Total **\$339,737.10**

Norris Design Estimated Reimbursable Expenses	\$ 13,500.00
Walker Partners Estimated Reimbursable Expenses	Cost
BRS Architecture Estimated Reimbursable Expenses	\$ 11,428.00
Cox McClain Estimated Reimbursable Expenses	\$ 4,220.00

Grand Total **\$368,885.10**

**Note: All estimated base fee amounts being billed on an hourly plus expenses basis shall not be exceeded without Owner approval. If the full estimated base fee amount is not required to complete a specific task, Norris Design will not bill remaining balances. However if more fee is required to complete the work, Norris Design will request additional services as needed.*

D. Acceptance and Agreement

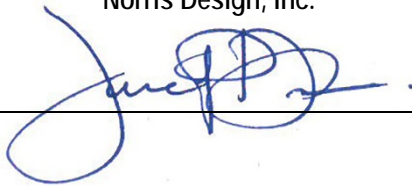
Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

Norris Design, Inc.

City of New Braunfels, Texas

Name



Name

Principal

Title

Title

May 30, 2018

Date

Date

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.

New Braunfels Sports Field Complex

Man-Hour Estimate

May 30, 2018

SCOPE OF TASKS	Principal In Charge	Design Principal	Senior Associate	Associate	Landscape Designer	Total Hours	Task Total
NEW BRAUNFELS SPORTS FIELD COMPLEX							
TASK 1: PROJECT INITIATION							
1.1 Facilitate one (1) design team meeting	9	9	0	10	18	46	\$4,770
TASK 1 SUBTOTAL							\$4,770
TASK 2: COMMUNITY INPUT							
2.1 Questionnaire	2	0	4	8	12	26	\$2,320
2.2 Prepare a site map	0	0	0	2	16	18	\$1,460
2.3 Assemble & Evaluate Questionnaire Results	2	0	0	4	12	18	\$1,560
2.5 City of New Braunfels Meeting to Review Input Results	2	0	0	4	4	10	\$920
2.6 Attend one (1) Open House for the Sports Complex Project	9	18	0	9	18	54	\$6,030
TASK 2 SUBTOTAL							\$12,290
TASK 3: DESIGN CHARRETTE							
3.1 City of New Braunfels and project stakeholders meeting	9	9	0	9	18	45	\$4,680
3.2 Develop Comment Cards	1	1	0	4	12	18	\$1,590
3.3 Create Laminated Cutouts of Park Amenities	1	0	0	4	4	9	\$800
3.4 Design Charrette Facilitation	9	9	0	9	18	45	\$4,680
3.5 Report Summarizing Comment Card Results	0	0	0	4	16	20	\$1,640
3.6 City of New Braunfels Meeting to Review Charrette Results	4.5	0	0	4.5	0	9	\$945
TASK 3 SUBTOTAL							\$14,335
TASK 4: CONCEPTUAL DESIGN ALTERNATIVES							
4.1 City of New Braunfels Meeting(s)	10	20	5	20	20	75	\$8,100
4.2 Rough Concepts	16	4	0	24	48	64	\$8,520
4.3 Coordination with Design Team - Internal	9	0	2	8	32	51	\$4,560
4.4 City of New Braunfels Meeting	10	5	0	18	27	60	\$5,730
4.5 Two (2) Site Plan Concept Revisions	10	8	0	24	48	90	\$8,400
TASK 4 SUBTOTAL							\$35,310
TASK 5: SCHEMATIC DESIGN							
5.1 Facilitate one (1) design team meeting	9	0	0	9	0	18	\$1,890
5.2 Athletic Field Layout and Dimension Plans	4	0	0	12	40	56	\$4,760
5.3 Hardscape Plans	4	0	4	12	40	60	\$5,160
5.4 Landscape Plans	4	0	4	12	40	60	\$5,160
5.5 Irrigation Plans	0	0	0	40	0	40	\$3,600
5.6 Design Narrative	2	0	0	8	16	26	\$2,240
5.7 Internal Quality Assurance Review	4	0	0	8	16	28	\$2,480
5.8 (3) City Meeting to Review SD Plans	14	0	0	14	14	42	\$4,060
5.9 (2) Perspectives of Overall Site	24	0	0	60	0	84	\$8,280
5.10 (3) Detailed Perspectives of Key Areas	24	0	0	60	0	84	\$8,280
5.11 Opinion of Probable Construction Cost	2	0	0	0	0	2	\$240
5.12 (1) City of New Braunfels Mayor & Council Presentation	8	8	0	16	24	56	\$5,520
TASK 5 SUBTOTAL							\$51,670
							\$118,375
TOTAL HOURS	202.5	91	19	416.5	513	1242	
HOURLY RATE	\$120	\$150	\$100	\$90	\$80		
TOTAL FEE	\$24,300	\$13,650	\$1,900	\$37,485	\$41,040	\$118,375	
ND ESTIMATED REIMBURSABLE EXPENSES						\$13,500	
ND TOTAL FEE						\$131,875	
SUBCONSULTANTS						\$221,362	
SUBCONSULTANTS ESTIMATED REIMBURSABLE EXPENSES						\$15,648	
GRAND TOTAL (rounded to the nearest dollar)						\$368,885	



NORTH



SCALE: 1"=1000'



PROPOSAL

To: Norris Design, Inc.
Attn: Joe Daly
From: David P. Smith, P.E., CFM
Project Name: New Braunfels Sports Fields Complex – 2019 Bond Program Development
Owner: City of New Braunfels
Project No.: 3-00715
Re: Schematic Design Package – Revision #1
Date: May 30, 2018

NEW BRAUNFELS SPORTS FIELDS COMPLEX (CITY OF NEW BRAUNFELS)

Walker Partners, LLC (Engineer) appreciates this opportunity to submit this Proposal to provide professional civil engineering services to Norris Design (Client) in connection with the New Braunfels Sports Fields Complex (Project) for the City of New Braunfels (Owner). Based upon our initial meetings, our understanding of the project is that a Preliminary Design Package will be prepared, including a summary of needs study, conceptual design, schematic design and cost estimation. The proposed 150.99-acre sports fields complex may include five baseball diamonds, five softball diamonds and eight rectangle fields.

The scope of services, schedule, and associated fees that Walker Partners proposes to provide for this Project are outlined below:

1.0 SCOPE OF SERVICES

1.01 SURVEYING SERVICES

A. Boundary Verification (Phase 9)

1. Perform Deed Research of Subject Tracts for the purpose of reconciling tract lines.
2. Perform a Boundary Verification based upon North American Datum of 1983 (NAD83) State Plane Coordinates. The purpose of the Boundary Verification is to ensure the Topographic Survey is located correctly on the site.

B. Topographic Survey (Phase 12)

1. Perform an on-the-ground field survey to obtain the topography (terrain data) and other visible and apparent surface features (manmade or natural) such as ditches, swales, channels, embankments, drainage structures, catch basins and inlets, manholes, above-grade utility appurtenances, pavements, significant trees (hardwoods greater than 8 inches in diameter), fences, building structures, water's edge, etc. For underground utilities, Walker Partners will coordinate with Texas 811. The approximate locations of underground utilities will be shown based upon utility locators' markings.
2. Establish vertical control at the site and place benchmarks based upon North American Vertical Datum of 1988 (NAVD88), unless otherwise specified by client.
3. Prepare a topographic map from the topographic survey depicting the physical features as described above and with elevation contours at a 1-foot interval. The 100-year floodplain as identified by FEMA and as depicted on the Flood Insurance Rate Map (FIRM) will be graphically located and drafted on the topographic map.

1.02 ENGINEERING BASIC SERVICES**A. Summary of Needs Study (Phase 20)**

1. Attend Project Kick-Off Workshop with Client and Owner.
2. Attend a Programming Workshop with Client and Owner to define a site use program and present the program to stakeholders.
3. Review local, state and federal codes regarding development of the project.
4. Provide a civil assessment of site development.
5. Identify known or potential permitting issues.

B. Conceptual Design Phase (Phase 21)

1. Attend preliminary conferences with the Design Team, Owner and other interested parties regarding the Project.
2. Review and give recommendations to the Design Team and Owner concerning site layout.
3. Review topographic survey, investigate as-built site plans, and consult with the local jurisdiction to determine existing water/wastewater, drainage, and street infrastructure.
4. Prepare preliminary design documents for the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, including final design criteria, preliminary drawings, and setting forth clearly the Engineer's recommendations.
5. Prepare a preliminary Engineer's Opinion of Probable Construction Cost for earthwork and underground utilities only. The Engineer shall not be required to guarantee the accuracy of this estimate, but shall use sound judgment in its preparation, based on pricing information available at the time.
6. Submit electronic copies of the drawings, opinion of probable construction cost and any other agreed upon deliverables to Client.
7. This proposal does not include geotechnical investigation. It is assumed that a geotechnical report with recommended pavement design will be furnished by others. The Engineer will coordinate with the Geotechnical Engineer, as necessary.

C. Schematic Design (Phase 30)

1. Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Technical Specifications are not included in this phase. The Drawings to be prepared with this Phase of the Work, in general, will include the following:
 - a. Dimensioned Site Plan – based upon an approved Site Plan provided by the Architect, prepare a site horizontal Dimensioned Site Plan which will define paving areas, drives, parking spaces, building location, and landscape areas in relation to the existing and proposed property boundary lines. This Plan is not intended to be "Site Plan" for City review/approval purposes.
 - b. Paving Plan – prepare plans and details for vehicular paving, accessible sidewalks and roadways (hardscape/courtyard areas will be detailed by the Architect or Landscape Architect). Paving section designs are to be based on recommendations included in the Geotechnical Report to be provided by Owner.

This Drawing(s) will include the following:

- i) Details for subgrade, base, and pavement for the various pavement sections.
- ii) Recommendations, layouts, and details for rigid pavement joints.
- c. Grading Plan – prepare a Grading Plan for the project. This plan will show existing grades, proposed contours and spot elevations as required; proposed grades at critical features; and proposed finish floor elevation(s).
- d. Drainage Plans – prepare Drainage Plans for the project. These plans will indicate clearly the proposed drainage system(s).

These Drawings will include the following:

- i) Preparation of a Drainage Area Map that will define storm discharges onto the site, the proposed drainage pattern on site, and on-site storm water management system requirements.
- ii) Design of an on-site storm sewer, if required, and the coordination of City review and approval of the Drawings prepared as part of this item.
- ii) Preparation of profiles for storm drain systems.
- e. Stormwater Detention and Water Quality Plan – prepare Drawings and details for proposed storm water detention and water quality facilities.
- f. Water and Wastewater Plans – prepare plans for on-site water and sanitary sewer improvements including manholes, cleanouts, fire hydrants, meters, mains and building service(s) to serve the proposed project. These improvements will be designed from existing public mains located adjacent to the site to 5 feet outside the proposed buildings. Included in these Drawings are the following:
 - i) Coordination with the respective public and franchise utility companies to provide for the installation of gas, power, cable, and phone services including required conduit associated with these services. The required connection points for these utilities will be coordinated with the MEP consultant or the Architect.
 - ii) Coordination of City review and approval of plans prepared.
- 2. Submit electronic copies of the drawings and specifications, a revised opinion of probable construction cost (if requested), and any other agreed upon deliverables to Client.
- 3. It is assumed that the site civil work will be fully developed in this phase and no major alterations to the site plan will occur after this phase.

D. Reimbursable Expenses (Phase 199)

Reimbursable expenses include printing of plans and reports, permit and application fees, taxes, mileage for travel, and other expenses incurred while providing the project scope of services. Reimbursable expenses will be billed at cost with no markup.

2.00 SCHEDULE FOR SERVICES

Walker Partners acknowledges the importance to the Owner of the project schedule and agrees to put forth its best professional efforts to perform its services under this proposal in a manner consistent with that schedule. Walker Partners will provide the services described above to the Client not later than September 12, 2018, or by the date agreed by the Client and Owner, whichever is later.

3.00 FEES

3.01 LUMP SUM FEE

For the ENGINEERING SERVICES, outlined above, the Client agrees to pay Walker Partners a lump sum fee of **One Hundred Eight Thousand Dollars (\$108,000.00) plus Eight Hundred Twenty-five Dollars sales tax** to be invoiced monthly at a percentage of the work completed.

Below is an itemized breakdown of the proposed fees:

Phase No.	Description	Lump Sum Fee
9	Boundary Verification	\$ 10,000.00 + \$ 825.00 tax
12	Topographic Survey	\$ 25,000.00
20	Summary of Needs Study	\$ 8,000.00
21	Conceptual Design	\$ 22,000.00
30	Schematic Design	\$ 43,000.00
199	Reimbursable Expenses	Cost
	TOTAL LUMP SUM FEE	\$ 108,000.00

3.02 ADDITIONAL SERVICES

In addition to the above lump sum fee, additional services may be deemed necessary during project development. Actual payment for additional services will be billed on an hourly basis or at a negotiated fee.

4.00 EXCLUSIONS

The following items are excluded from this proposal. If there are questions about any other services not listed here, they shall be clarified prior to approval and acceptance of this proposal.

4.01 The proposed engineering services do not include the following:

- Surveys for zoning, subdivision plats, abstracts, subsurface utility engineering or easement descriptions
- Surveys of trees less than 18 inches in trunk diameter
- Wastewater lift station design and drawings
- Off-site water and wastewater design and drawings
- Off-site street and drainage design and drawings
- Design work related to LEEDS certification(s)
- Geotechnical Investigation
- Environmental Investigation
- Wetlands determination and permitting
- Determination of any listed endangered or threatened species
- Determination of any designated critical habitats in the project area
- Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage
- Design of any underfloor drainage systems or grading
- Design of French drain systems around the building perimeters
- Site lighting plans
- Preparation of "as-built" drawings
- Construction staking
- Abstracting fee title, easements, restrictions or other encumbrances

- Abandonment of private or public easements
- Subsurface utility engineering survey
- Storm Water Pollution Prevention plans
- Design of any “dry” utility facilities (i.e. gas, electric, phone, cable TV, etc.)
- Traffic Impact Studies
- Registered Accessibility Specialist (RAS)
- Fire Suppression Design

5.00 ACCEPTANCE OF PROPOSAL

If the Scope of Services, Schedule, and Fees outlined herein are acceptable to the Architect, please sign below to authorize the Work.

CLIENT: _____

BY: _____
Signature

Printed Name

TITLE: _____

DATE SIGNED: _____

Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Managing Principal	\$325/hour
Manager III	\$290/hour
Manager II	\$225/hour
Manager I	\$205/hour
Senior Engineer III	\$275/hour
Senior Engineer II	\$225/hour
Senior Engineer I	\$200/hour
Survey Manager	\$200/hour
Senior Project Manager	\$165/hour
Project Manager	\$150/hour
Senior Design Engineer	\$150/hour
Project Engineer III	\$130/hour
Project Engineer II	\$120/hour
Project Engineer I	\$110/hour
Senior Project Surveyor	\$130/hour
Project Surveyor III	\$110/hour
Project Surveyor II	\$95/hour
Project Surveyor I	\$85/hour
Professional VI	\$115/hour
Professional V	\$105/hour
Professional IV	\$95/hour
Professional III	\$90/hour
Professional II	\$85/hour
Professional I	\$80/hour
Technician XI	\$155/hour
Technician X	\$130/hour
Technician VII	\$110/hour
Technician VI	\$95/hour
Technician V	\$90/hour
Technician IV	\$80/hour
Technician III	\$75/hour
Technician II	\$60/hour
Technician I	\$50/hour
Support Staff III	\$80/hour
Support Staff II	\$70/hour
Support Staff I	\$60/hour
4-Man Crew	\$170/hour
3-Man Crew	\$160/hour
2-Man Crew	\$135/hour
1-Man Crew	\$115/hour



New Braunfels - Sports Field Complex Phases 1, 2 & 3

SCOPE OF SERVICES & WORK PLAN

Scope Assumptions

This scope and fee are based on the information published in the Athletic Field Master Plan and Sports Complex Feasibility Study, October 2016. Page 44. Drawing 7.4 Conceptual Plan.

Architectural Scope includes:

(4) Restroom Facilities and (6) Family Pavilions 60' x 20'

Concession facilities are discussed in the feasibility study and listed in RFQ 18-023 but no quantity is listed. For this proposal we assume the concession facilities are combined with the restroom facilities in lieu of separate structures.

Workshops:

In-person on-site workshops: Phase 1 (1); Phase 2 (2); Phase 3 (3)

Go-To-Meeting workshops with client group: Phase 1 (2); Phase 2 (2); Phase 3 (3)

Stakeholder Meeting

Phase 1: (1) Stakeholder workshop to discuss programming options. To be conducted in the afternoon of the on-site workshop so as not to require a separate trip.

Community Workshops:

Phase 1: (1) Evening interactive public programming workshop. To be conducted in the evening of the on-site workshop so as not to require a separate trip.

Phase 2: (0) No public workshops this phase.

Phase 3: (1) One evening final council presentation. To be conducted in the evening of the on-site workshops so as not to require a separate trip

Deliverables:

Phase 1:

Building Space/Use Program

Preliminary Code Review of buildings

Meeting materials for workshops, stakeholder meeting and community meeting

Summary of input gathered from stakeholders and community

Phase 2:

Two (2) Alternative Concept Sketches for architectural layouts - rough, diagrammatic drawings

Architectural Precedent Images

More refined conceptual design sketches for preferred option

Perspective illustration of architectural concept

Review comments on cost estimating

Phase 3:

Schematic plans for all structures

Schematic Elevations and Sections for all structures

Revised perspectives for each building

Written description of materials, components and systems (Structural, Electrical and Mechanical)

Updated program reflecting sizes of all spaces

Updated code review



New Braunfels - Sports Field Complex Phases 1, 2 & 3

SCOPE OF SERVICES & WORK PLAN

Activity/ Timeline	Scope Description (Tasks & Products)	
Phase I	Summary of Needs Study	
0.0	Preparation for Kick Off Meeting	
1.0 One Day Trip 1 (PIC, PM)	<u>Project Team: Kick Off Meeting with Executive Team</u> <ul style="list-style-type: none"> Time frame for work plan Discuss public input process requirements All deliverables, Project Budget, & Goals/Expectations Project mission and vision statement confirmation Discuss conceptual building budget Discuss potential site issues and programming Discuss Programming prioritization and participants Discuss operational considerations Discuss potential focus groups, stakeholder engagement and any required presentations 	1 day
1.1	<u>Work Period #1.0 - Data Collection, Workshop, & Community Meeting Prep</u> <ul style="list-style-type: none"> Collect and review all existing data available to include: Past planning efforts, surveys, current mission statements, P&R operational data, City of New Braunfels development requirements and codes, budget information and limitations. Draft stakeholder meeting questions Confirm Committee and public input dates Prepare Slide tour of potential park amenities building program components Prepare participatory material for community workshop 	1 week
1.2 Morning Trip 2 (PIC, PM) Suggested Dates TBD	<u>On-site Steering Committee Workshop #1</u> <ul style="list-style-type: none"> Project mission and vision statement confirmation Project Goals & Objectives Defining Guidelines Conceptual building budget Present Slide tour of program options Priorities and Phasing Options Site requirements, amenities, and selection priorities 	1 day
1.3 Afternoon	<u>Facilitation of Stakeholder Meetings</u> <ul style="list-style-type: none"> Assist Norris Design with Facilitation of Stakeholder Meetings Collect question feedback, comments and concerns 	
1.4 Early Evening	<u>Facilitation of Community Open House #1</u> <ul style="list-style-type: none"> Assist with Facilitation of Community Open House #1 (program options) <ul style="list-style-type: none"> Present Slide tour of program options Play Dotocracy Game as participatory exercise for program spaces & site amenities 	
1.5	<u>Work Period #1.1 - Program Refinement</u> <ul style="list-style-type: none"> Summarize & Compile Stakeholder, Community Open House #1 and Committee Input Create preliminary conceptual program(s) plan based on all input <ul style="list-style-type: none"> Create options of proposed program spaces and area (SF) requirements (2 options) Review the Mission Statement & Goals Craft the preliminary Defining Design Guidelines 	1 week
1.6 GTM Date TBD	<u>Follow-Up with Committee</u> <ul style="list-style-type: none"> Go-To-Meeting for preliminary review of above topics 	
1.7	<u>Work Period #1.2 - Program Refinement</u> <ul style="list-style-type: none"> Revise program, as needed based on all input from Go-To-Meeting <ul style="list-style-type: none"> Revise program models & phasing options 	
1.8 GTM Date TBD	<u>Follow-Up with Committee</u> <ul style="list-style-type: none"> Go-To-Meeting for preliminary review of above topics 	
1.9	<u>Deliverables sent to Norris for publication</u>	1 week



New Braunfels - Sports Field Complex Phases 1, 2 & 3
SCOPE OF SERVICES & WORK PLAN

Phase II	Conceptual Design	
2.0	<u>Work Period #2.0 - Building Plan & Site Plan Development</u> <ul style="list-style-type: none"> • Create conceptual building plan diagram options • Create architectural character and materials image boards 	1 week
2.1 One Day Trip 3 (PIC, PM)	<u>On-site Steering Committee Workshop #2</u> <ul style="list-style-type: none"> • Present conceptual plan diagrams options & architectural ideas for preferred site, reflecting defining guidelines. Select preferred option. • Discuss program areas that may be impacted by partner involvement • Review and discuss project budget and construction costs • Review and discuss potential phasing 	1 day
2.2 GTM Date TBD	<u>Follow-Up with Committee</u> <ul style="list-style-type: none"> • Go-To-Meeting for preliminary review of above topics • Confirm Preferred Site & Building Option 	1 week
2.3	<u>Work Period #2.1 - Refine Building Plan and Study Architectural Character</u> <ul style="list-style-type: none"> • Develop conceptual building plan based on preferred option & input to date • Develop architectural character approach for the facility • Review Overall Construction and Project Budget Model 	1 week
2.4 One Day Trip 4 (PIC, PM)	<u>On-site Steering Committee Workshop #3</u> <ul style="list-style-type: none"> • Review Site Plan diagram and final building plan diagram • Review phasing options, if applicable • Review Budget Model against goals 	1 day
2.5	<u>Deliverables sent to Norris for publication</u>	1 week



New Braunfels - Sports Field Complex Phases 1, 2 & 3

SCOPE OF SERVICES & WORK PLAN

Phase III	Schematic Design	
3.0	<u>Work Period #3.0 - Building Plan & Concept Development</u> <ul style="list-style-type: none"> • Create schematic building plan drawings from preferred option • Create schematic elevations, sections and updated perspectives 	1 week
3.1	<u>Follow-Up with Committee</u> <ul style="list-style-type: none"> • Go-To-Meeting for preliminary review of above topics 	1 day
GTM Date TBD		
3.2	<u>Work Period #3.1 - Building Plan & Concept Refinement</u> <ul style="list-style-type: none"> • Revise final schematic building plan drawings • Revise final schematic elevations, sections and perspectives • Review cost estimate • Finalize program and code review documents • Coordinate final graphics • Assist with final presentation materials for Council Presentation 	1 week
3.3	<u>Follow-Up with Committee</u> <ul style="list-style-type: none"> • Go-To-Meeting for preliminary review of above topics 	1 week
GTM Date TBD		
3.4	<u>Council Presentation</u> <ul style="list-style-type: none"> • Present final report to Council and collect comments 	
Trip 5 (PIC, PM)		
3.5	<u>Follow-Up with Executive Team</u> <ul style="list-style-type: none"> • Re-Cap of Council Meeting discuss possible realignments 	1 day
GTM Date TBD		
3.6	<u>Work Period #4 - Produce Final Schematic Design Report and Graphics</u> <ul style="list-style-type: none"> • Update all work products based on input received to date 	1 week
3.7	<u>Deliver Final information to Norris Design for publication</u>	

Exhibit 'B'

5/22/2018

New Braunfels - Sports Field Complex Phases 1, 2 & 3
FEE AND COST SUMMARY

Professional Service Fees	
Phase I Task:	Fee
Project Team: Kick Off Meeting with Executive Team	\$7,170
Work Period #1.0 - Data Collection, Workshop, & Community Meeting Prep	\$3,090
On-site Steering Committee Workshop #1	\$3,795
Facilitation of Stakeholder Meetings	\$690
Facilitation of Community Open House #1	\$2,415
Work Period #1.1 - Program Refinement & Committee Follow Up Meeting	\$3,720
Work Period #1.2 - Program Refinement & Committee Follow Up Meeting	\$1,860
Deliverables sent to Norris for publication	\$0
Total Phase I	\$22,740
Phase II Task:	
Work Period #2.0 - Building Plan & Site Plan Development	\$3,960
On-site Steering Committee Workshop #2 & Committee Follow Up Meeting	\$4,485
Work Period #2.1 - Refine Building Plan and Study Architectural Character	\$4,830
On-site Steering Committee Workshop #3	\$4,830
Deliverables sent to Norris for publication	\$0
Total Phase II	\$18,105
Phase III Task:	
Work Period #3.0 - Building Plan & Concept Development & Committee Follow Up Meeting	\$4,650
Work Period #3.1 - Building Plan & Concept Refinement & Committee Follow Up Meeting	\$8,805
Council Presentation	\$2,520
Follow-Up with Executive Team	\$690
Work Period #4 - Produce Final Schematic Design Report and Graphics	\$3,600
Deliver Final information to Norris Design for publication	\$0
Total Phase II	\$20,265
Total Professional Service Fees	\$61,110

Reimbursable Allowance	
Printing, travel, meals, etc. Includes 5 trips ((4) with two people, (1) with one person	\$11,428
Total Reimbursable Allowance	\$11,428
<i>*Reimbursable expenses will be billed at 1.1 x actual cost</i>	

Exhibit 'C'

5/22/2018

**New Braunfels - Sports Field Complex Phases 1, 2 & 3
2018 HOURLY RATES****Architecture**

Principal	\$210
Regional Director	\$150
Project Manager	\$135
Designer	\$105
Administrator	\$80

Structural

Principal	\$190
Sr. Project Manager	\$150
Project Manager	\$135
Sr. Project Engineer	\$120
Project Engineer	\$110
CAD Drafter	\$80
Administrator	\$90

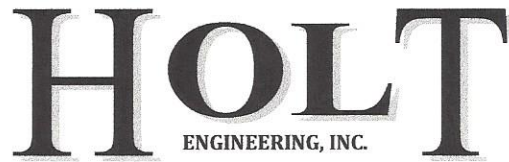
Mechanical

Principal	\$165
Associate	\$130
Senior Project Engineer	\$125
Project Engineer	\$100
CAD & Revit Operator	\$80
Administrator	\$60

Electrical

Principal-in-Charge	\$160
Associate	\$150
Project Manager	\$135
Project Engineer	\$125
Sr. Project Designer	\$115
Project Designer	\$95
Administrative	\$75

GEOTECHNICAL ENGINEERING
DRILLING & SAMPLING
FOUNDATION DESIGN



CONSTRUCTION INSPECTION
LABORATORY TESTING
MATERIALS TESTING

21 May 2018

Norris Design
2201 East 6th Street
Austin, Texas 78702

Attn: Mr. Joe Daly, PLA LEED AP

Re: New Braunfels Sports Complex
Klein Road and FM 1044
New Braunfels, Texas

Dear Mr. Daly:

As per your request, we are providing a cost estimate for performing a geotechnical investigation at the above referenced project site. The purpose of the investigation is to determine subsurface soil and rock conditions at the site in order to provide foundation and pavement thickness. The scope of work presented in this proposal is based on your email dated 21 May 2018 and in accordance with the City of New Braunfels Geotechnical Scope Sports Field Complex RFQ 18-023.

It is our understanding the project will consist of five new baseball diamonds, one new girls fast pitch softball diamond, four new adult softball diamonds, eight new soccer fields, a new restroom structure, a new concession facility as well as associated parking lots and entry driveways. The exact layout has not been determined at this time.

SCOPE OF SERVICES

Below is a scope of our services:

1. A site visit to assess rig access and layout borings. Holt will coordinate with ONE-CALL to locate all existing utilities prior to drilling.
2. Provide all necessary manpower, equipment and materials for auger drilling, logging and sampling 18 soil borings (one per each field) to a depth of approximately 10 feet to 15 feet each. Four borings will also be drilled to a depth of 15 feet to 25 feet each for the restroom building and concession facility. Ten borings will also be drilled to a depth of 10 feet each for the proposed parking lots and entry driveways. All bore holes will be sampled using either Shelby tubes or split-spoon samplers where appropriate.
3. All borings will be plugged with cuttings from the borehole or bentonite chips upon completion of the drilling operation. The remaining cutting will be spread out on site.

Norris Design
21 May 2018
Page 2 of 3

4. Performing in-house laboratory testing consisting of conventional geotechnical tests such as soil classifications, moisture contents, Atterberg limits, grain size analyses, minus 200 sieves, unit weights and unconfined compression testing.
5. A final geotechnical report will be issued which will include all boring logs, a generalized boring location plan, laboratory testing, and pavement thickness design recommendations and foundation recommendations for the proposed site.

Attached is an itemized cost estimate based on the above-mentioned project description. The cost for the above scope will be on the order of \$42,347.14. Our costs will follow our current City of Austin Approved Rates for the period 4 April 2018 through 3 April 2019. We expect the costs provided in the individual items listed in the cost estimate may be moved between the various scope elements to accommodate the overall geotechnical services estimate.

We appreciate the opportunity to offer our services. If we can answer any questions concerning the above, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Bryant'.

Travis H. Bryant, P.E.
Project Engineer

Holt Engineering, Inc.
TBPE Firm Registration No. F-430

Project Name: New Braunfels Sports Complex
Date: 21-May-2018

GEOTECHNICAL ENGINEERING SERVICES IN GENERAL ACCORDANCE WITH CONB GEOTECHNICAL SCOPE

Rig Mobilization		No.										Total	Price Total
Austin		Ea.	2									2	\$1,300.00
													\$1,300.00
SUBTOTAL													\$1,300.00

Layout Borings/Locate Utilities, Etc.		Hrs.										Total	Price Total
EIT (4 Trips @ 4hrs/Trip)		Hr.	16									16	\$1,691.68
													\$1,691.68
SUBTOTAL													\$1,691.68

Drilling, Logging and Sampling: 18 borings @ 10-15 Ft. Ea.; 4 Borings @ 5-25 Ft/Ea and 10 Borings @ 10 Ft. Ea. (Maximum 32 borings)

Drilling, Logging & Sampling 32 Auger Borings 10 Ft. to 25 Ft. Ea. = 470 L.F.		Unit										Total	Price Totals
Auger Drilling 0 - 25 FT.		Ft.	470									470	\$10,575.00
TCP/Split Spoon/Shelby Tubes:		Ea.	126									126	\$3,213.00
Support Truck (When Rig is Left Onsite)		Day	6									6	\$888.00
												470	\$14,676.00
SUBTOTAL													\$14,676.00

Project Coordination:		No.										Total	Price Total
Principal Engineer		Hr.	0									0	\$0.00
Supervisory Engineer VI		Hr.	8									8	\$1,911.68
Professional Engineer II		Hr.	8									8	\$977.60
EIT		Hr.	16									16	\$1,691.68
													\$4,580.96
SUBTOTAL													\$4,580.96

In-House Laboratory Testing:		No.										Total	Price Totals
Atterberg Limits		Ea.	60									60	\$4,800.00
Moisture Contents		Ea.	60									60	\$1,800.00
Minus 200 Mesh Sieve		Ea.	60									60	\$2,940.00
Particle Grad Incl #200 Sieve		Ea.	0									0	\$0.00
Moisture Content + Dry Density		Ea.	10									10	\$460.00
Unconfined Compression Tests		Ea.	10									10	\$770.00
PVR		Ea.	3									3	\$690.00
Sulfate Testing (cost + 5%)		Ea.	5									5	\$375.00
Engineering Tech VI for Prep Sulfate Samples and Delivery		Hr.	10									10	\$1,137.50
													\$12,972.50
SUBTOTAL													\$12,972.50

Project Name: New Braunfels Sports Complex

Engineering Report w/Foundation and Pavement			Thickness Design Recommendations														Total	Price Total
Principal Engineer (QA/QC)			\$355.33	Hr.	4												4	\$1,421.32
Supervisory Engineer VI			\$238.96	Hr.	8												8	\$1,911.68
Professional Engineer II			\$122.20	Hr.	16												16	\$1,955.20
Administrative			\$91.89	Hr.	20												20	\$1,837.80
SUBTOTAL																		\$7,126.00

TOTAL ESTIMATED COST

\$42,347.14

SERVICES TO BE PROVIDED BY THE SUBCONSULTANT TO THE ENGINEER

Cox|McLain Environmental Consulting, Inc. (hereafter CMEC), sub-consultant to **Norris Design** (hereafter the Engineer), will provide environmental consulting services for the referenced sports field project, which would be funded by the City of New Braunfels (City). This Scope of Services provides for an archeological survey, preliminary assessment of historic resources, mapping of wetlands, identification of permit type (if any) needed from the U.S. Corps of Engineers (USACE), and survey of vegetation communities and wildlife habitat. The results will be summarized in an Environmental Technical Memorandum. The memorandum is intended to document compliance with applicable environmental regulations. A separate archeological report will be produced for compliance with the Antiquities Code of Texas. Due to the presence of historic-age resources in the study area, this scope of services provides for an optional costed task to prepare a Historic Resources Survey Report. The need for this documentation will be determined through initial cultural resources coordination efforts. This scope of service also provides for an optional costed task for the preparation of a Phase 1 Environmental Site Assessment. Preliminary hazardous material risk assessments will be presented in the Environmental Technical Memorandum. The Phase 1 Environmental Site Assessment option will be exercised at the City's discretion. Preparation of a National Environmental Policy Act (NEPA) document, such as an Environmental Assessment (EA), is not included in this scope of work.

Task A. Archeological Resources Survey Report and Coordination

A.1 Texas Antiquities Permit

CMEC cultural resources personnel will conduct searches of the Texas Historical Commission's (THC) Sites Atlas and other data sources to identify previously documented archeological sites, cemeteries, historical markers, properties and districts listed on the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SALs). Results of the search will be integrated with soil information, topographic maps, aerial photographs, and other pertinent data in an application for a Texas Antiquities Permit on behalf of the City.

A.2 Archeological Survey and Report

After a valid permit number is obtained, field investigations will be conducted within the footprint of the proposed sports complex (approximately 150 acres). The study will primarily consist of pedestrian examination with judgmental shovel testing. One day of backhoe trenching is included due to the occurrence of potentially deep alluvial soils along Long Creek. Field methods will comply with the requirements of 13 TAC 26, as established by the Council of Texas Archeologists (CTA) and approved by the THC. Diagnostic artifacts observed in the project area that are also located on City land will be collected and analyzed before being prepared and curated at an appropriate curational facility. A maximum of 25 diagnostic artifacts is assumed.

This investigation will also evaluate archeological resources for their potential eligibility for inclusion in the NRHP per Section 106 (36 CFR 800) of the National Historic Preservation Act of 1966, as amended, or designation as a SAL under the provisions of the Texas Antiquities Code (13 TAC 26.12). Reporting of results will comply with THC and CTA guidelines and will be carried out in accordance with the terms of the approved antiquities permit. Field observations and photographs from the archeological survey will be used to prepare a separate letter to the THC regarding historic-age standing buildings/structures.

Task B. Environmental Technical Memorandum

Resource assessments, potential impact analyses, and regulatory implications will be summarized in an Environmental Technical Memorandum. This will include a summary of coordination efforts associated with cultural resources. Additional resource assessment will include the following.

B.1 Water Resources

CMEC will collect data on surface water streams and other existing water resources and the potential for pollution during construction and from the completed facility. The 100-year flood plain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Potential for impacts to groundwater will be discussed; no Aquifer Protection Plan (i.e., CZP, WPAP) per the Edwards Aquifer rules (30 TAC 213) or Geologic Assessment is required (the project is outside the Edwards Aquifer Recharge, Contributing, and Transition Zones).

CMEC wetlands specialists will perform evaluations of wetlands and waters of the U.S. in all areas potentially affected by the proposed project. Ordinary High Water Marks within the project area will be mapped using GPS and GIS techniques. Wetland determinations and delineations will be conducted and wetland data sheets will be prepared and included in the report appendix. All jurisdictional features will be mapped and made available to the project team to allow aid in the development of strategies for impact avoidance, minimization, and/or mitigation, as appropriate. To the extent allowed by known project design, CMEC will assist in developing permitting strategies for any unavoidable impacts to jurisdictional features and will identify areas to avoid as the project develops. The permit determination will be summarized in the Environmental Technical Memorandum. Any Section 404 permit preparation could be carried out under an additional scope and budget.

B.2 Biological Resources

CMEC biologists will describe project area biological resources including vegetation communities and wildlife habitat. The project area will be assessed for its potential to provide suitable habitat for threatened or endangered species. Ecologically sensitive resources, including potential threatened or endangered species habitat, will be identified and their potential to be affected by project construction and operation will be assessed and described in the Environmental Technical Memorandum.

B.3 Hazardous Materials

CMEC will obtain a regulatory database search, per the guidance provided in ASTM E1527-13, as part of an assessment into whether the project area is likely to be contaminated by previous releases of hazardous

substances or petroleum products. This information will be paired with field investigations to arrive a preliminary risk assessment, which will be presented in the Environmental Technical Memorandum.

B.4 Environmental Tech Memo Preparation/Comment Response

This task includes the writing and production of a complete Environmental Technical Memorandum, as well as revisions in response to comments from the Engineer and the City. Only generalized, preliminary mitigation measures will be presented where adverse impacts may potentially occur; detailed mitigation plans are not part of this Scope of Services.

Task C. Historic Resources Survey Report (Optional)

C.1 Report and Coordination

If required by the THC and if requested by the City, CMEC historians will prepare a Historic Resources Survey Report (HRSR) regarding historic-age standing buildings/structures within the proposed sports field complex footprint. Preliminary review of aerial photographs indicates the presence of approximately 5-6 apparently historic-age farmstead buildings and structures. Basic archival research and photo-documentation meeting THC Historic Programs Division requirements would be conducted. Since the City's project description includes references to a future exhibit regarding the property's former owners, it is assumed that deed/title research has already been conducted and could be provided to CMEC. The report will cover direct effects only and assumes no federal nexus, which would trigger the requirement to cover indirect effects as well (i.e., resources on surrounding parcels). This optional task does not include preparation of text or images for the future on-site exhibit.

Assumptions

- All necessary rights-of-entry will be secured by the Engineer/surveyor.
- This scope does not include documentation and associated public involvement activities for compliance with Chapter 26 of the Texas Parks and Wildlife Code. CMEC can provide support under a separate scope and budget.
- Assumes that a tech memo (for a project using only local {City} funds) would be adequate, and no NEPA-compliant would be required. Should changes in funding or permitting trigger the need for a NEPA-compliant evaluation, those services could be provided under a separate scope and budget.
- Assumes digital archeological site registration only (discounted fee) and that no paper site form submittals would be required.
- Assumes a limited number of diagnostic artifacts (25 or fewer) will be collected from City land and will be curated.

Exclusions

The following tasks are not covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- Preparation of a NEPA-compliant document (CE, EA, or EIS);

CMEC Scope – City of New Braunfels – Sports Field Complex

- Formal or Informal coordination with the U.S. Fish and Wildlife service per the Endangered Species Act, including preparation of a stand-alone Biological Assessment or Biological Evaluation;
- Presence/absence surveys for endangered species;
- Construction phase services, including preparation of Environmental Permits, Issues and Commitments (EPIC) sheets;
- Work extending beyond the specified limits of the project at the time of this work order;
- Hazardous materials Phase II ESA and/or materials testing;
- Intensive (i.e., site-specific) historic structures studies, assessments of eligibility, management recommendations, or targeted coordination documents for any historic buildings/structures;
- Archeological site testing or data recovery or human remains evaluation, coordination, or removal;
- Processing and curation of more than 25 diagnostic artifacts;
- Participation in any public involvement meeting or activity by CMEC staff; and
- Litigation support.

City of New Braunfels Sports Complex Environmental and Cultural Resources Tasks

[illegible]

DIRECT EXPENSES:					
Travel:					
Mileage			800 miles		\$0.545 per mile per day per night
Per diem					
Lodging					
Copies:					
Reproduction			1000 copies		\$0.10 per copy
Misc Expenses:					
Hazardous materials database search			1 search		\$500.00 per search
Express delivery			4 each		\$14.00 per each
Site form submittal			2 forms		\$64.00 per form
Backhoe and operator			1 day		\$1,500.00 per day
Artifact curation fee			1 drawer		\$1,500.00 per drawer
TOTAL DIRECT COST:					\$ 4,220.00
TOTAL PROJECT COST:					\$ 26,887.10



383 Inverness Parkway, Suite 240
Englewood, CO 80112
Phone 303-948-7224
Fax 303-948-7230
ccorpusa.com

May 21, 2018

Opp #: 18-1474

Joe Daly
Norris Design
2201 East 6th St.
Austin, TX. 78702

Re: New Braunfels Sports Field Complex
Cost Management Services

Dear Joe,

Thank you again for the opportunity to put our team forward for your consideration to support Norris Design on the New Braunfels Sports Field Complex. Please find detailed below our proposal including our understanding of the project along with an overview of our proposed approach and service deliverables. Should you have any questions or queries relating whilst reading the below, then please do not hesitate to contact me.

PROJECT UNDERSTANDING

As per our conversation and the initial information issued, we understand the scope to be a new sports complex which includes baseball and softball diamonds, and rectangular fields, in New Braunfels Texas. Site development, improvements and landscaping are included. Exact Programming and Site GSF is relatively unknown as this point in time, yet it is assumed the project construction cost is roughly \$25M.

COST MANAGEMENT APPROACH / DELIVERABLES

It is intended that the design information (Summary of Needs, Concept & Schematic) will be presented at each milestone and will require the estimation of all construction costs, which will include GC general conditions, bonds, insurances, fee's design / construction contingencies and escalation. All soft / project costs are excluded. The estimate will be prepared in a Unifomat format and where applicable will measure and quantify scope in order to provide detailed cost information. Where areas, details, systems and the like which cannot be identified, we shall provide details based upon historic and parametric data from our benchmarks of similar projects and developments. Our deliverables for each stage are as follows;

Summary of Needs

- Estimate project based upon cost per sf (due to design not being available at this time)
- Budgeting Activities to Assist Team

Conceptual

- Detailed Conceptual Cost Estimate
 - Meeting Time - (2) Hrs.
-

Schematic / Rough Order of Magnitude

- Detailed Schematic Cost Estimate
- Design Team Support on Design Development Decisions/Target Costs
- Meeting Time – (2) Hrs.

FEE PROPOSAL

We propose a Lumps Sum fee of **\$29,585.00** which has been deducted from the breakdown below. Please note that we have included one revision to our final report for each design stage. Design Development and Construction Document stages are excluded from our proposal as they are not deemed required. Reconciliation efforts are assumed not required and are therefore not included in proposal hours.

Summary of Needs	Hourly Rate	Meetings (Hrs)	Estimate (Hrs)	Reconciliation (Hrs)	Total Cost
Cost Manager	\$125.00	2	25	0	\$3,375.00
Sr. Mechanical Estimator	\$160.00	0	6	0	\$960.00
Sr. Electrical Estimator	\$160.00	0	6	0	\$960.00
Managing Director	\$180.00	0	1	0	\$180.00
Total					\$5,475.00

Conceptual Design	Hourly Rate	Meetings (Hrs)	Estimate (Hrs)	Reconciliation (Hrs)	Total Cost
Cost Manager	\$125.00	2	41	0	\$5,500.00
Sr. Mechanical Estimator	\$160.00	0	12	0	\$1,920.00
Sr. Electrical Estimator	\$160.00	0	12	0	\$1,920.00
Managing Director	\$180.00	0	2	0	\$360.00
Total					\$9,700.00

Schematic Design	Hourly Rate	Meetings (Hrs)	Estimate (Hrs)	Reconciliation (Hrs)	Total Cost
Cost Manager	\$125.00	2	68	0	\$8,750.00
Sr. Mechanical Estimator	\$160.00	0	16	0	\$2,560.00
Sr. Electrical Estimator	\$160.00	0	16	0	\$2,560.00
Managing Director	\$180.00	0	3	0	\$540.00
Total					\$14,410.00

383 Inverness Parkway, Suite 240
Englewood, CO 80112
Phone 303-948-7224
Fax 303-948-7230
ccorpUSA.com


CONTRACT TERMS

Our fees assume any required design information (including drawings, specifications, and reports) required for the performance of our work will be provided in hard copy or electronic at no cost to Cumming. PDF is the preferred electronic format. Reimbursable expenses (travel, etc) have been excluded and if incurred will be invoiced at actual cost with no mark-up.

Fees are valid for 90 days from the date of this proposal. Should any of the above be deleted from our scope of services, we reserve the right to adjust the remaining fees to reflect possible resultant changes to the scope of the remaining service. Please note we will require written authorization to proceed, along with acceptance of the proposed contract attached to this letter.

Invoices will be issued at the end of each calendar month and shall be based upon the agreed hourly billing rates, or in the case of an agreed lump sum, a percentage in proportion to the services performed. Each invoice will require payment within a period of 30 days from the date of the invoice.

Very truly yours

	
Managing Director Cumming	Sign in acceptance by:

NEW BRAUNFELS SPORTS COMPLEX

PROJECT TIMELINE

PHASE 1																																					
TASK	TEAM MEMBERS	START	END	JUNE 2018							JULY 2018							AUGUST 2018							SEPTEMBER 2018												
				11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11		
Award of Contract at City Council (Norris Design Present)	Norris Design Present	6/11/2018	-																																		
Begin of Survey (Boundary, Topographic, Geotechnical, & Environmental)	Walker Partners (Survey); Holt Engineering (Geotechnical Report); Cox McClain (Environmental)	6/12/2018	6/29/2018																																		
Project Initiation Meeting with Design Team, City Staff, & Project Stakeholders	Norris Design; Walker Partners; BRS Architecture	6/26/2018	-																																		
Community Input Meeting & Design Charrette	Norris Design; Walker Partners; BRS Architecture	6/26/2018	-																																		
Analysis and Summary of Community Input Meeting & Design Charrette	Norris Design; Walker Partners; BRS Architecture	6/26/2018	6/29/2018																																		
Delivery of Survey	Walker Partners (Survey); Holt Engineering (Geotechnical Report); Cox McClain (Environmental)	6/29/2018	6/29/2018																																		

PHASE 2																																					
TASK	TEAM MEMBERS	START	END	JUNE 2018							JULY 2018							AUGUST 2018							SEPTEMBER 2018												
11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11						
Initiate Conceptual Design Phase	Norris Design; Walker Partners; BRS Architecture	7/9/2018	8/16/2018																																		
Internal Review of Conceptual Design Deliverable	Norris Design; Walker Partners; BRS Architecture	8/14/2018	-																																		
Presentation of Conceptual Design to City Staff & Project Stakeholders	Norris Design; Walker Partners; BRS Architecture	8/16/2018	-																																		
Initiate Schematic Design Phase	Norris Design; Walker Partners; BRS Architecture	8/17/2018	9/11/2018																																		
PHASE 3																																					
TASK	TEAM MEMBERS	START	END	JUNE 2018							JULY 2018							AUGUST 2018							SEPTEMBER 2018												
11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11						
First Draft & Meeting with City Staff & Project Stakeholders	Norris Design; Walker Partners; BRS Architecture	8/24/2018	-																																		
Second Draft & Meeting with City Staff & Project Stakeholders	Norris Design; Walker Partners; BRS Architecture	8/31/2018	-																																		
Third and Final Draft & Phase Deliverables for Internal Review and Final Comments from City Staff & Project Stakeholders	Norris Design; Walker Partners; BRS Architecture	9/6/2018	-																																		
Full Presentation of Project and Cost Estimate to City of New Braunfels Mayor, City Council, and Public	Norris Design; Walker Partners; BRS Architecture	9/11/2018	-																																		

Komatsu Architecture Fee Proposal

New Braunfels Westside Community Center Expansion - Library
May 22, 2018

Activity	Labor and Hourly Rates								TOTAL
	Project Manager	Architect	Technical Support	Position 3	Position 4	Position 5	Position 6	Position 7	
	\$188.00 /hr	\$146.50 /hr	\$125.00 /hr	\$ - /hr	\$ - /hr	\$ - /hr	\$ - /hr	\$ - /hr	
Architectural									
Phase 1 Summary of Needs									\$ -
Meetings	16	24							\$ 6,524
Programming	16	16	40						\$ 10,352
Assessment of Existing Building	4	16	32						\$ 7,096
									\$ -
Phase 2 Conceptual Design									\$ -
Meetings	8	16							\$ 3,848
2 Concept Options	8	24	24						\$ 8,020
Concept Design		40	40						\$ 10,860
Concept Pricing Documentation	8	24	24						\$ 8,020
Phase 3 Schematic Design									\$ -
Schematic Design Documentation		24	40						\$ 8,516
Phasing Plan	4	8	8						\$ 2,924
Updated Program Statement	8								\$ 1,504
Schematic Pricing Documentation	4	16	16						\$ 5,096
Meetings	8	16							\$ 3,848
Model Exterior			16						\$ 2,000
									\$ -
									\$ -
Consultants									\$ -
Mechanical Electrical Plumbing - TLC									\$ 7,150
Structural									\$ 18,700
Civil/Survey - HMT									\$ 17,600
Geotechnical - see additional services									\$ -
Environmental - Alpha Testing									\$ 4,950
Cost Estimation									\$ 10,692
									\$ -
									\$ -
Expenses									\$ -
Reproduction									\$ 250
Renderings - deleted from scope									
Postage, Supplies, Photo, Presentation Materials									\$ 200
Air Fare									\$ -
Rental Car									\$ 275
Per Diem									\$ 825
Milage									\$ 545
Totals	84		240	-	-	-			\$ 139,795
Additional Services									
Public Meeting	8	16							\$ 3,848
Public Meeting Expenses									\$ 450
Environmental Survey									\$ 2,750
Geotechnical Survey									\$ 3,850

Basis of Proposal

- Phase 1 - Assumes 1 kick off meeting/program meeting and 1 community meeting
- Phase 2 - Assumes 1 meeting
- Phase 3 - Assumes 1 meeting
- Renderings deleted from scope. KA to provide in-house concept model of exterior only
- Assumes project work in existing former church building on site and not current community center building
- Proposal based upon RFQ 18-032 Section 3-Project Description and Scope, Email from Jennifer Cain dated 18 May 2018 and phone conversation with Jennifer Cain 25 May 2018 (see attached scope modifications)
- Proposal includes 10% prime mark-up on consultant fees to accommodate coordination, consultant expenses, and prime management



TRIP BREAKDOWN

TRIP BREAKDOWN											
Description	Location of Meeting	Qty Trips	Qty People	Duration (Days)	Attendees by Discipline				Fire		
					Civil	Arch	Struct	MEP			
Phase 1 - Kick-Off/Programming Meeting	New Braunfels	1	2	2		2					
Phase 1 - Program Definition & Existing Bldg Assessment	New Braunfels	0	0								
Phase 1 - Community Meeting	New Braunfels	1	2	1.5		2					
Phase 2 - Progress Meeting	New Braunfels	1	2	1		2					
Phase 2 - Review Conceptual Design	New Braunfels	0	0								
Phase 3 - Schematic Design Progress Meeting	New Braunfels	1	2	1		2					
Phase 3 - Community Meeting	New Braunfels	0	0								
Phase 3 - Review Schematic Design	New Braunfels	0	0								
			0								
			0								
			0								
			0								
			0								
Totals		4	8	5.5	0	8	0	0	0	0	0

TRIP SUMMATION											
Description	Unit Cost									Extended	
Airfares			8					8		\$0	
Per Diem Days	\$75							11		\$825	
Rental Car Days	\$50			5.5				5.5		\$275	
Mileage	\$0.545	4						1000		\$545	



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. C)

Presenter/Contact

*Bryan Woods, Assistant City Manager, and Jennifer Cain, Capital Programs Manager
(830) 221-4646 - jcain@nbtexas.org*

SUBJECT:

Presentation and possible direction to City staff on beginning design for Citywide Streets for the Proposed 2019 Bond Program.

BACKGROUND / RATIONALE:

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

X	YES	City Plan/Council Priority	Strategic Priorities: Continue an ongoing program of infrastructure, construction and maintenance.
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FISCAL IMPACT:

N/A

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. A)

Presenter/Contact

Patrick Aten, City Secretary
(830) 221-4010 - paten@nbtexas.org

SUBJECT:

Discuss and consider approval of the minutes of the regular City Council meeting of May 29, 2018.

**MINUTES
OF THE NEW BRAUNFELS CITY COUNCIL
REGULAR MEETING OF TUESDAY, MAY 29, 2018**

The City Council of the City of New Braunfels, Texas, met in a Regular Session on May 29, 2018, at 6:00 p.m.

City Councilmembers present were:

Present: 9 - Mayor Barron Casteel, Councilmember Justin Meadows, Councilmember Ron Reaves, Councilmember Chris Monceballez, Mayor Pro Tem Wayne Peters, Councilmember Leah García, Councilmember Shane Hines, Councilmember Harry Bowers, and Councilmember Matthew E. Hoyt

City Staff present were: City Manager Robert Camareno, Assistant City Attorney Frank Onion, Assistant City Manager Kristi Aday, Assistant City Manager Bryan Woods, City Secretary Patrick Aten, Assistant City Secretary Drew Lyons, City Engineer Garry Ford, Public Works Director Greg Malatek, Planning and Community Development Director Chris Looney, and Senior Planner Holly Mullins.

The meeting was called to order by Mayor Casteel in the New Braunfels City Hall Council Chambers at 6:00 p.m. Councilmember Monceballez gave the invocation and Mayor Casteel led the Pledge of Allegiance and Salute to the Texas Flag.

PROCLAMATIONS:

A) Gun Violence Awareness Day

Mayor Casteel proclaimed June 1, 2018, as Gun Violence Awareness Day.

PRESENTATIONS:

A) Recognition of Elroy Friesenhahn's service to New Braunfels

Gary Ford presented Elroy Friesenhahn with a plaque for his service on the Transportation and Traffic Advisory Board.

1. MINUTES

A) Discuss and consider approval of the minutes of the regular City Council meeting of May 14, 2018.

Mayor Casteel read the aforementioned caption.

Councilmember Garcia moved to approve the item. Councilmember Reaves seconded the motion which passed unanimously.

2. CITY COUNCIL ACTIONS

A) Complete and issue Certificates of Election to the Councilmembers-elect.

Mayor Casteel read the aforementioned caption.

Patrick Aten presented the item, and the certificates were given to the Councilmembers-elect.

B) Administer oath of office to District 3 Councilmember-elect Harry Bowers.

Mayor Casteel read the aforementioned caption.

Former State Representative Doug Miller administered the oath of office.

C) Discuss and consider approval of a resolution and recognition of the public service rendered by Ron Reaves as District Three Councilmember (2012-2018) of the City of New Braunfels, Texas.

Mayor Casteel read the aforementioned caption.

Mayor Pro Tem Peters moved to approve the item. Councilmember Garcia seconded the motion which passed unanimously.

D) Administer oath of office to District 4 Councilmember-elect Matthew E. Hoyt.

Mayor Casteel read the aforementioned caption.

Former State Representative Doug Miller administered the oath of office.

E) Discuss and consider approval of a resolution and recognition of the public service rendered by Chris Monceballez as District Four Councilmember (2015-2018) of the City of New Braunfels, Texas.

Mayor Casteel read the aforementioned caption.

Councilmember Garcia moved to approve the item. Councilmember Hines seconded the motion which passed unanimously.

F) Discuss and consider the election of a Mayor Pro Tem.

Mayor Casteel read the aforementioned caption.

Councilmember Meadows moved that Wayne Peters be Mayor Pro Tem. Councilmember Garcia seconded the motion which passed unanimously.

3. CITIZENS' COMMUNICATIONS

This time is for citizens to address the City Council on issues and items of concerns not on this agenda. There will be no City Council action at this time.

Mayor Casteel read the aforementioned caption.

Kenneth Bohn spoke about police issues.

4. CONSENT AGENDA

All items listed below are considered to be routine and non-controversial by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case the item will be removed from the consent agenda and considered as part of the normal order of business.

Resolutions & Action Items

- A) Approval of an Aerial Electric Line Easement between the City of New Braunfels and LCRA Transmission Services Corporation for upgrades to an existing electric line easement on a property identified as a 1.02 acre tract out of Landa Park Highlands No. 2, Block 5, City of New Braunfels, Comal County, Texas.
- B) Approval of a contract with Kimley-Horn and Associates to update the Major Thoroughfare Plan and Roadway Impact Fee Study.
- D) Approval to authorize the City Manager to execute an Advance Funding Agreement with TXDOT for Voluntary Maintenance by Local

Government for the reconfiguration and tie-in at the FM 1044 intersection, as part of the Klein Road Reconstruction Project.

- E) Approval of a contract with BIO-WEST, Inc for \$30,000 for the construction of a riparian buffer along Spring Run #3 in Landa Park.
- F) Approval of the Guaranteed Maximum Price from Sullivan Contracting for the repairs and upgrades at the Police Department, an Owner's contingency and approval for the City Manager to approve all necessary contingency expenditures.

Ordinances

(In accordance with Section 3.10 of the City Charter, a descriptive caption of each ordinance shall be read on two separate days.)

- G) Approval of the first reading of an ordinance amending Section 126-346 of the Code of Ordinances to restrict parking on a portion of Trade Center Drive.
- H) Approval of the second and final reading of an ordinance amending Section 126-136 (a) to amend the school speed zone for the New Braunfels Christian Academy Elementary.
- I) Approval of the second and final reading of an ordinance amending Ordinance 2017-68, which authorizes the number of positions in each classification in the New Braunfels Police Department pursuant to Local Government Code, Chapter 143.

Mayor Casteel read the aforementioned captions except item 4C which was pulled by Councilmember Meadows for further discussion.

Councilmember Garcia moved to approve the Consent Agenda, except item 4C. Councilmember Meadows seconded the motion which passed unanimously via roll call vote.

- C) Approval of a contract increase with Walker Partners, LLC for professional engineering services to provide third party assistance for development plan reviews for the City.

Mayor Casteel read the aforementioned caption.

Bryan Woods presented the item.

Councilmember Meadows moved to approve the item.

Councilmember Garcia seconded the motion which passed unanimously.

<Mayor Casteel left the meeting at this time.>

5. INDIVIDUAL ITEMS FOR CONSIDERATION

- A) Discuss and consider acceptance of the FY 2016-17 Audit and Comprehensive Annual Financial Report performed by Belt Harris Pechacek, LLLP.

No action was taken on this item.

- B) Public hearing and consideration of the first reading of an ordinance regarding the proposed rezoning to apply a Special Use Permit to allow the short-term rental of a single-family residence in the "C-3" Commercial District addressed at 481 East Torrey Street.

Mayor Pro Tem Peters read the aforementioned caption.

Chris Looney presented the item.

No one spoke during the public hearing.

Councilmember Meadows moved to approve the item with staff recommendations. Councilmember Hines seconded the motion which passed unanimously.

- C) Public hearing and consideration of the first reading of an ordinance regarding the proposed rezoning to apply a Special Use Permit to allow the short term rental of a single family residence in the "C-2" Central Business District, addressed at 657 South Castell Avenue.

Mayor Pro Tem Peters read the aforementioned caption.

Chris Looney presented the item.

No one spoke during the public hearing.

Councilmember Hines moved to approve the item with staff recommendations. Councilmember Meadows seconded the motion which passed 5-1, with Councilmember Garcia opposed.

- D) Discuss and consider approval of the first reading of an ordinance amending Section 126-346 of the Code of Ordinances to restrict parking in the cul-de-sac of Evergreen Lane.

Mayor Pro Tem Peters read the aforementioned caption.

Greg Malatek presented the item.

Councilmember Hines moved to approve the item. Councilmember Bowers seconded the motion which passed unanimously.

- E) Discuss and consider approval of the first reading of an ordinance amending Chapter 126-186, Traffic and Vehicles to prohibit through truck traffic on Old FM 306 between East Common Street and Hunter Road.

Mayor Pro Tem Peters read the aforementioned caption.

Greg Malatek presented the item.

Councilmember Garcia moved to approve the item. Councilmember Hines seconded the motion which passed unanimously.

- F) Discuss and consider authorization for the City Manager to enter into a contract with Counsilman-Hunsaker to conduct a study and to develop recommendations for additional safety measures on the Comal River.

Mayor Pro Tem Peters read the aforementioned caption.

Kristi Aday presented the item.

Councilmember Garcia moved to approve the item as presented. Councilmember Hines seconded the motion. Councilmember Meadows moved to amend the motion that teleconferencing be used in addition to site evaluations that are approved at the discretion of the City Manager or his designee. Mayor Pro Tem Peters seconded the motion to amend which passed unanimously. The amended main motion passed unanimously.

6. EXECUTIVE SESSIONS

The City Council did not recess into Executive Session.

7. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE.
8. ADJOURNMENT

The meeting adjourned at 7:42 p.m.

Date Approved: June 11, 2018

Barron Casteel, Mayor

Attest:

Patrick Aten, City Secretary



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. A)

Presenter/Contact

Patrick Aten, City Secretary
(830) 221-4010 - paten@nbtexas.org

SUBJECT:

Approval of the appointment of one individual to the Downtown Board for a term ending May 31, 2019.

BACKGROUND / RATIONALE:

The Downtown Board has eleven members serving three-year staggered terms. Notice of vacancy was advertised from January 15, 2016 to May 15, 2018.

One qualified application was submitted for the position-specific vacancy:

- Michael Agnese

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

FISCAL IMPACT:

N/A

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the appointment of one individual to the Downtown Board for a term ending May 31, 2019.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. B)

Presenter/Contact

Patrick Aten, City Secretary
(830) 221-4010 - paten@nbtexas.org

SUBJECT:

Approval of the appointment of one individual to the Reinvestment Zone No.1 (TIRZ) Board for a term ending May 29, 2020.

BACKGROUND / RATIONALE:

The TIRZ Board has seven members serving two-year staggered terms. Notice of vacancy was advertised from February 16, 2018 to April 15, 2018.

One qualified application was submitted for the vacancy:

- John Archer (incumbent)

Applicant's current & prior service on Boards and Commissions

John Archer has served on the TIRZ Board since May 2016 and has served on the New Braunfels Economic Development Corporation Board since September 2016.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

N/A

FISCAL IMPACT:

N/A

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the reappointment of one individual to the TIRZ Board for a term ending May 29, 2020.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. C)

Presenter/Contact

Patrick Aten, City Secretary
(830) 221-4010 - paten@nbtexas.org

SUBJECT:

Approval of the appointment of one individual to the Building Standards Commission for a term ending October 26, 2018.

BACKGROUND / RATIONALE:

The Building Standards Commission has seven members serving two-year staggered terms. Notice of vacancy was advertised from January 14, 2013 to May 15, 2018.

One qualified application was submitted for the vacancy:

- Thomas Meyer

Applicant's current & prior service on Boards and Commissions

Thomas Meyer has served on the Watershed Advisory Committee since August 2017, and the Airport Advisory Board since June 2017.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

N/A

FISCAL IMPACT:

NA

COMMITTEE RECOMMENDATION:

NA

STAFF RECOMMENDATION:

Staff recommends approval of the appointment of one individual to the Building Standards Commission for a term ending October 26, 2018.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. D)

Presenter/Contact

Patrick Aten, City Secretary
(830) 221-4010 - paten@nbtexas.org

SUBJECT:

Approval of the appointment of one individual to the Arts Commission for a term ending January 31, 2019.

BACKGROUND / RATIONALE:

The Arts Commission has seven members serving three-year staggered terms. Notice of vacancy was advertised from February 15, 2018 to May 15, 2018.

One qualified application was submitted for the vacancy:

- Patrick Winn

Applicant's current & prior service on Boards and Commissions

Patrick Winn has served on the Downtown Board since August 2016.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

N/A

FISCAL IMPACT:

N/A

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the appointment of one individual to the Arts Commission for a term ending January 31, 2019.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. E)

Presenter/Contact

*Patrick Aten, City Secretary
paten@nbtexas.org*

SUBJECT:

Approval of the appointment of Mayor Pro Tem Wayne Peters as member and Councilmember Justin Meadows as alternate member to the Alamo Area Metropolitan Planning Organization's Transportation Policy Board.

BACKGROUND / RATIONALE:

The Transportation Policy Board voted in 2013 to include representatives from the Cities of New Braunfels and Seguin and from the Counties of Guadalupe, Comal, and a portion of Kendall County. Ron Reaves was the City Councilmember representative and Wayne Peters was the alternate member.

Based on the make-up of the existing Policy Board the City of New Braunfels needs to select a member and an alternate member from the City Council.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

N/A

FISCAL IMPACT:

N/A

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends appointing a member and an alternate member to the Alamo Area Metropolitan Planning Organization's Transportation Policy Board.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. F)

Presenter/Contact

Dawn Butrym, NBU CFO
(830) 629-8468 - dbutrym@nbutexas.com

SUBJECT:

Approval of a resolution setting a public hearing to amend the water and wastewater impact fees.

BACKGROUND / RATIONALE:

REQUEST BY: New Braunfels Utilities
PO Box 310289
New Braunfels, TX 78131-0289

CONSULTANT: Stephanie Neises, P.E.
Freese and Nichols, Inc.
10431 Morado Circle, Suite 300
Austin, TX 78759

STAFF CONTACT: Dawn Butrym
Chief Financial Officer
New Braunfels Utilities
(830) 629-8468 - dbutrym@nbutexas.com

New Braunfels Utilities (NBU) charges water and wastewater impact fees to new development within its service area. These fees, regulated by Chapter 395 of the Texas Local Government Code, are designed to recover part of the cost of major infrastructure needed to serve the new development. Impact fees are developed for a ten-year planning horizon, with previous studies encompassing the periods from 1989-1999, 1999-2009, 2009-2016, and 2015-2025. NBU, with assistance from Freese and Nichols, Inc., and the City are now developing a new planning period of 2018-2028. The prior 2015-2025 fee program will be truncated at year 2018 (becoming the 2016-2018 program) as soon as the City Council adopts the new fee program.

City Council appointed the Impact Fee Advisory Committee to review fee amendments. This Committee met on December 5, 2017, and March 6, 2018, to conduct a technical review of the calculations. In accordance with Chapter 395, City Council must pass a resolution setting a public hearing and then vote on whether to amend the ordinance setting the new maximum impact fee for water and wastewater. The attached resolution sets the public hearing for City Council's regular meeting to be held on July 23, 2018. The Impact Fee Advisory Committee met on June 5, 2018, to make a recommendation on the report presented by NBU and its consultant.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

N/A

FISCAL IMPACT:

N/A

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval.

RESOLUTION NO. 2018-_____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, SETTING A PUBLIC HEARING ON AMENDMENT OF WATER AND WASTEWATER IMPACT FEES.**

WHEREAS, New Braunfels Utilities charges water and wastewater impact fees to new development in accordance with Chapter 395 of the Texas Local Government Code; and

WHEREAS, Water and wastewater impact fees are developed for a ten-year planning horizon, and New Braunfels Utilities and the City of New Braunfels are now developing the ten-year impact fee program extending from 2018 – 2028; and

WHEREAS, The Water and Wastewater Impact Fee Advisory Committee met on December 5, 2017, March 6, 2018, and June 5, 2018, to conduct a technical review of the calculations; and

WHEREAS, The City Council is required to hold a public hearing to receive public comments concerning the amendment of water and wastewater impact fees and the underlying land use assumptions and capital improvements plan; and

WHEREAS, Public notice of such hearing will be made at least 30 days and not more than 60 days in advance of the hearing according to legal criteria set forth in Chapter 395.055 of the Texas Local Government Code; **now, therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

THAT, the City Council of the City of New Braunfels, Texas, hereby adopts by resolution a call for a public hearing to be held during the regular Council session on July 23, 2018, at 6:00 p.m. in the City Council Chambers at 550 Landa Street, New Braunfels, Texas.

PASSED AND APPROVED this the 11th day of June, 2018.

CITY OF NEW BRAUNFELS, TEXAS

BY: _____
BARRON CASTEEL, Mayor

ATTEST:

PATRICK ATEN, City Secretary



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. G)

Presenter/Contact

*Sandy Paulos, Assistant Director of Finance
(830) 221-4387 - Spaulos@nbtexas.org*

SUBJECT:

Approval of the City of New Braunfels FY 2017-18 second quarter investment report.

BACKGROUND / RATIONALE:

State of Texas statutes require quarterly investment reports to be presented to the governing body of a municipality. In addition, the Investment Policy adopted annually by the City Council requires quarterly reporting to the City Council. Attached for Council consideration is the FY 2017-18 second quarter investment report to meet these statutory requirements. As of March 31, 2018, the City had \$98,040,869 (market value) invested in different investment instruments, including cash, as shown below. The portfolio increased \$8,689,404 due to property tax collections, a large portion of which was invested in TexPool securities.

Investment Type	Amount Invested (Dollars in millions)
Treasury	\$5
Money Market/Cash	\$13
Pools	\$80
Weighted Average Maturity of Portfolio	13 days
Weighted Average Yield of Portfolio	1.314%
Earned Income - Qtr	\$257,391
Earned Income - YTD	\$465,691

For this quarter, the weighted average yield on the City's investments is 1.31 percent, which is an increase of .36 percent in comparison to the first quarter of FY 2017-18 earnings of .95 percent. This increase is due to a higher yield being earned on the T-Note security as well as an increase in earnings on TexPool investments.

The weighted average maturity of the City's portfolio decreased in comparison to the first quarter of FY 2017-18. This decrease is due to the maturity of two federal agency securities in February and March. Every effort continues to be made to maintain the City's liquidity for payment of expenditures while maximizing interest earnings in this continued low, but rising interest rate market.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

Yes	Strategic Priorities: 8 - Maintain fiscal stability of City operations
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FISCAL IMPACT:

N/A

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the attached FY 2017-18 second quarter investment report.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. H)

Presenter/Contact

Robert Lee, Airport Director
(830) 221-4295 - rlee@nbtexas.org

SUBJECT:

Approval for the City Manager to execute an agreement with Epic Aviation for the lease of a Jet A refueling vehicle.

BACKGROUND / RATIONALE:

In the FY 2017-18 budget, the Airport has funds allocated to purchase a new 5,000 gallon Jet A mobile refueler for \$210,000. At the 27 November 2017 council meeting, staff recommended the refueler be leased instead of purchased with a projected cost of \$3,000/month (\$36,000/yr). The savings from leasing versus purchasing in FY 2017-18 enables the airport to perform repairs to the main terminal building and Air Traffic Control Tower due to damage sustained from Hurricane Harvey. City Council approved leasing a refueler and using the remaining funds to conduct needed repairs.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

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FISCAL IMPACT:

Monthly lease payments for the Jet A refueler will be \$2,395 effective August 1, 2018. Lease payments will be incorporated in the FY 2018-19 budget. Based on current revenue growth projections, the monthly and annual lease payments can be absorbed into the existing expenditure commitments. Therefore, sufficient funds are available to lease the vehicle as described above.

COMMITTEE RECOMMENDATION:

NA

STAFF RECOMMENDATION:

Staff recommends approval of the City Manager to execute a lease agreement with EPIC Aviation for a 5,000 gallon Jet A refueling vehicle.



**AVIATION REFUELER LEASE AGREEMENT
(OFF ROAD USE ONLY VEHICLE)**

THIS AGREEMENT made and entered into this 1st day of May, 2018 by and between **EPIC Aviation, LLC** having its principal office at 3871 Fairview Industrial Dr. SE, Suite 100, Salem, OR 97302, hereinafter referred to as "Lessor," and **City of New Braunfels, dba City Terminal**, hereinafter referred to as "Lessee,"

Lessor agrees to deliver and lease to Lessee for Lessee's use on the **New Braunfels Municipal Airport**, the aviation refueling truck or trucks (hereinafter referred to as "Refueling Equipment") described as indicated in Addendum "A" to this agreement (the "Agreement").

This confirms the Lessor's and Lessee's mutual understanding that the Refueling Equipment described on the attached Addendum "A" is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said Refueling Equipment during the term hereof, Lessee hereby agrees to pay Lessor the rental set out in the Addendum "A," plus all applicable sales, property, and use tax; said rental be paid to Lessor in advance on the first day of each month, and to commence as of August 1, 2018 or **upon delivery (whichever is later)**. Lessor shall be permitted to increase said rental while Agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of an increase in the rental, Lessee shall have the right to terminate this Agreement on the effective date of said increase by giving Lessor at least thirty (30) days advance written notice of its intention to terminate on said effective date.
2. This Agreement shall remain in effect for a minimum primary term commencing on the date of execution and continuing for five (5) years or until end of that certain fuel purchase contract between Lessor and Lessee dated September 1, 2014 (hereinafter referred to as "FPC") whichever is longer. Thereafter this Agreement shall automatically renew for subsequent equal periods unless notice of intent to terminate at the end of the then current term is delivered in writing by either party. Such notice shall be delivered at least ninety (90) days and no more than one hundred twenty (120) days prior to the end of the then current term. If for any reason Lessee does not lease said Refueling Equipment, including any additional Refueling Equipment leased hereunder or substituted Refueling Equipment exchanged at the request of Lessee, for at least sixty (60) months or until termination of the FPC, whichever is longer, Lessee agrees to pay Lessor a sum equal to twice the cost of delivering said Refueling Equipment to Lessee. Said sum shall not exceed **\$5000** per unit.

3. The Refueling Equipment shall at all times remain the exclusive property of Lessor and nothing in this Agreement shall be construed to transfer any ownership right or interest to Lessee in the Refueling Equipment. Lessee shall, at all times, at its sole cost, keep the Refueling Equipment free and clear from all liens, encumbrances, levies, attachments or other judicial process from every cause whatsoever (other than a claimant through the act of Lessor), and shall give Lessor immediate notice thereof and shall to the maximum extent allowed by law indemnify and hold Lessor harmless from any loss or damage, including attorneys' fees, caused thereby.
4. Lessee shall exercise exclusive supervision and control of the Refueling Equipment during the term of this Agreement and Lessee shall allow only qualified and duly trained operators to use, operate, maintain and/or repair the Refueling Equipment. Lessee shall, at all times, ensure that the Refueling Equipment is used, operated, maintained and repaired in a careful and prudent manner, and in complete compliance with the manufacturer's specifications. Lessee shall, at its own cost and expense, ensure strict compliance with, and conformance to, all applicable laws, rules, ordinances, codes and regulations (be they federal, state, local or otherwise) relating in any way to human health and safety, the environment, or the possession, use, maintenance or repair of the Refueling Equipment.
5. The Refueling Equipment shall not be removed from the location specified above without the prior written consent of Lessor.
6. Lessee shall not make any modifications or alterations to the Refueling Equipment without the express, written permission of Lessor. In the event Lessor grants such permission, a condition of any consent to such modification or alteration shall be that all cost of modifying, altering and restoring the Refueling Equipment shall be solely borne by Lessee.
7. Prior to the delivery of each unit of Refueling Equipment covered by this agreement, Lessee shall obtain and maintain in force at all times during the term of this agreement insurance coverage listed below extending to the Refueling Equipment as shown in Addendum "A". Minimum limits are required, or such higher limits as may be required by state or federal law or regulation.

Lessee shall furnish Lessor with certificates evidencing such insurance including a copy of all required endorsements. Such certificate shall also specify the leased equipment by VIN number as being covered in the policy.

Commercial General Liability Coverage

Aviation general liability, including airport premises

Minimum Limit

\$1,000,000.00

Combined single limit per accident

EPIC Aviation, LLC and Trans Lease, Inc. Its Successors and/or Assigns (ISAOA) must be specified as additional insured together with an endorsement providing a 30-day written notice of termination (with respect to the operation of Lessor's named equipment) under the policy.

Property Coverage**Mobile equipment property (Inland Marine)**

Replacement Value*

\$2,500 Maximum Deductible

Trans Lease, Inc. 4475 E. 74th Avenue Suite 103 Commerce City, CO 80022 Its Successors and/or Assigns (ISAOA) and ZB, N.A. dba Vectra Bank Colorado PO Box 25007 Salt Lake City, UT 84125 must be specified as Lender's Loss Payee with an endorsement providing a 30-day written notice of termination.

Certificates must show both Effective dates and Expiration dates.

* Lessee assumes all risk of loss of, or damage to, the Refueling Equipment. Lessee shall be responsible for all loss of or damage to the Refueling Equipment from any cause whatsoever during the term of this Agreement. Such responsibility is limited to the full replacement value of the Refueling Equipment, as shown in Addendum "A".

In the event that Lessee fails to obtain and maintain such insurance or fails to provide Lessor with certificates evidencing such insurance, Lessor may at their discretion terminate said lease or purchase such insurance on Lessee's behalf and at Lessee's expense and Lessee shall be obligated to pay the entire cost of such insurance with the next monthly rental payment.

8. Lessee shall to the maximum extent allowed by law indemnify, defend, and hold harmless Lessor, any subsidiary and affiliated companies (collectively "lessor and its affiliates"), and their respective directors, officers, agents, and employees, from and against all expense (including attorneys' fees), liabilities, and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including lessee's property) or injury to or death of persons (including lessee), directly or indirectly resulting, or alleged to result, from anything occurring from any cause on or about or in conjunction with the maintenance, upkeep, repair, replacement, operation, or use of any premises owned and/or operated by the lessee, or anything located thereon, or otherwise resulting from or in conjunction with the lessee's use of the Refueling Equipment or the operations or products of lessee or the negligence of lessee. Said Refueling Equipment, if not new equipment, is leased "as is" without warranty. New equipment will carry the extent of the refueler manufacturer's warranty as stated in the operating manual that accompanies the equipment. It is also agreed that Lessee shall not add to or remove from said Refueling Equipment any equipment or appurtenances without the written consent of the Lessor.
9. In the event of an accident, loss of, theft or damage to the Refueling Equipment, Lessee agrees to notify Lessor immediately by telephone, and thereafter, immediately report in writing to Lessor and the public authorities (where required by law) all information deemed relevant thereto by Lessor.
10. It is further understood and agreed that each party accepts the applicable responsibilities listed in the attachment hereto, entitled Lessee/Lessor Responsibilities, which is incorporated herein by this reference. Lessor shall be permitted access to inspect the Refueling Equipment at all reasonable times.

11. Upon the expiration, cancellation or termination of this Agreement or any Lease (including any cancellation or termination occurring after or in connection with an Event of Default hereunder), Lessee shall perform any testing and repairs required to place the units of Equipment in the same condition and appearance as when received by Lessee and in good working order for the original intended purpose of the Equipment. Lessee shall remove installed markings that are not necessary for the operation, maintenance or repair of the Equipment. All Equipment will be cleaned, cosmetically acceptable, and in such condition as to be immediately installed into use in a similar environment for which the Equipment was originally intended to be used. All waste material and fluid must be removed from the Equipment and disposed of in accordance with then current waste disposal laws. Lessee shall pay for all costs to comply with this Section 11. Without limiting the foregoing, upon return, each unit of Equipment must be clean, in good appearance, and in operable condition, and shall meet all of the following conditions:

- a. Cab will be free from significant body damage:
 - i. Glass will be intact
 - ii. Interior will be clean
 - iii. Gauges will operate
 - iv. Lights will operate
- b. Mechanical Power Train
 - i. Engine and transmission will start and function normally
 - ii. Differential will be free of excessive noise
- c. Pumping system– will be complete and free from damage
- d. Tank– will be free of leaks and significant body damage or tank dents
- e. Entire Unit – will perform in its entirety as an aircraft refueler, that is, it will pump fuel on demand and shut down on demand, and fully conform to ATA 103 standards, and shall pass all requirements and checks contained within ATA 103 pertaining to aircraft refueling vehicles.

12. Until Lessee has fully complied with the requirements of Section 11 above, Lessee's Rent payment obligation and all other obligations under this Agreement shall continue from month to month notwithstanding any expiration, cancellation or termination of the corresponding Term. During such month to month period, Lessor may terminate Lessee's right to use the Equipment upon ten (10) days' notice to Lessee.

13. In the event of default of this Agreement, or any other contract between Lessor and Lessee, Lessee shall allow Lessor to peaceably enter the premises where the Refueling Equipment is located and render it inoperative or remove it without legal process and without notice or liability to Lessee. Lessee hereby waives any right to a hearing or to receive any notice of legal process, as a pre-condition for Lessor recovering the Refueling Equipment. The remedies provided herein are not exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

14. This agreement supersedes and takes place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of Refueling Equipment at the location above stated.
15. This Agreement shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the local law of the State of Texas, excluding any conflicts of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any suit or action in regard to or arising out of the terms or conditions of this Agreement shall be litigated in the state or federal courts serving Comal County, Texas. The parties hereby submit to the jurisdiction of such courts, expressly waive any objection or challenge to such jurisdiction, and agree not to claim that the state or federal courts serving Comal County, Texas are inconvenient forums. Upon demand, Purchaser shall immediately reimburse Seller for all amounts (including reasonable attorneys' fees and legal expenses) expended by Seller, to the extent permitted by applicable law, in the enforcement or defense of any obligation or the exercise of any right or remedy described in this Agreement. Reimbursement shall include costs incurred in any legal action, arbitration, mediation, or other proceeding, both at trial and on any appeal therefrom or petition for review thereof. If a court construes this provision to award attorneys' fees and costs to the prevailing party then the term "prevailing party" shall mean the party prevailing on issues related to this Agreement only.
16. In the event of any action to enforce this Agreement or to seek a declaration of right or responsibilities hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees, at arbitration, trial and upon appeal, in addition to all other costs and expenses allowed by law.
17. When duly executed, this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns; provided, however, that Lessee shall not assign this agreement in whole or in part without the prior written consent of Lessor; and provided further that Lessor's consent shall not be unreasonably withheld if reasonable requirements imposed by Lessor are first met. If Lessee is a corporation, partnership, or other business entity, the sale, assignment or other disposition or transfer of any interest in such entity shall be deemed an assignment of this agreement or rights there under for purposes of this paragraph.
18. Lessee shall be solely responsible for and pay any and all license fees, assessments, sales, use and other taxes, including, but not limited to, sales and personal property taxes, relating in any way to the Refueling Equipment.

EXECUTED the day and year first above written.

EPIC AVIATION, LLC

**City of New Braunfels,
dba City Terminal**

By _____
Lessor

By _____
Lessee

Date _____

Date _____

**ADDENDUM "A" TO
AVIATION REFUELER LEASE AGREEMENT
(OFF ROAD USE ONLY VEHICLE)**

This is an addendum to an Aviation Refueler Lease Agreement made on **May 1, 2018**, between **EPIC AVIATION, LLC** of Salem, Oregon the "Lessor", and the "Lessee."

**City of New Braunfels dba City Terminal
2333 FM 758
New Braunfels, TX 78130**

Unit #	R21802
Make	International
Serial/VIN #	TBD
Tank Size	5,000 Gallons
Lease	\$2,393 per month
Options	
Replacement Value	\$225,900
Effective	August 1, 2018 or upon delivery (whichever is later)

EPIC AVIATION, LLC

**City of New Braunfels
dba City Terminal**

By _____
Lessor

By _____
Lessee

Date _____

Date _____

Addendum "B"

Certificate of Acceptance and Inspection

EQUIPMENT LEASE DATED: May 1, 2018
Referencing the following equipment:

Vehicle: R21802
VIN# TBD

Year/make: 2018 International
Tank size: 5,000 Gallons

Lessor: EPIC AVIATION, LLC
P.O. Box 12249
Salem, OR 97309

Lessee: City of New Braunfels
dba City Terminal
2333 FM 758
New Braunfels, TX 78130

Miles:		Hours:	
Meter 1:		Meter 2:	

Note: The following must be performed prior to accepting the vehicle and using the vehicle for fueling.

Refueler Truck Condition

	OK	Repair	Comments
1 Air Filter			
2 Oil Filter			
3 Engine Fuel Filters			
4 Chassis Lube			
5 Antifreeze - level of protection			
6 Fire Extinguisher Seal			
7 Engine Operation			
8 Belts			
9 Coolant System - leaks			
10 Lights, Fuses, Lenses, Reflectors			
11 Batteries and cable terminals			
12 General tightness - Cab and Chassis			
13 Brakes - Check			
14 Brake Interlocks			
15 Engine Oil - level			
16 Transmission Fluid - level			
17 Hydraulic fluid - level (if applicable)			
18 Coolant - level			
19 Tires - condition, inflation			
20 Dispensing System - leaks			
21 Water Sumps - drain			
22 Nozzles - ground wires, dust caps			
23 Windshield Wipers, Arms, Blades			

- [illegible]

Refueler Truck Quality Control

- [illegible]

RMS Certification

Unit meets required Q.C. standards.

Sign _____ Date _____

RMS signature required, if equipment found to be in good working order and condition.

Lessee Acknowledgement

The Lessee acknowledges that the Equipment described in the above referenced lease was received at the location(s) set forth in the lease and was unconditionally accepted by the Lessee on (date) _____ in good working order and condition.

IMPORTANT! LESSEE MUST FILL IN DATE ABOVE!

Name of Lessee

By _____ Title _____

LESSEE/LESSOR RESPONSIBILITIES

LESSEE RESPONSIBILITIES

The Lessee shall at Lessee's expense, maintain the equipment at all times in good, safe and efficient operation condition, and to that end shall:

- 1 Furnish all fuel, engine oil, hydraulic fluids, lubricants and coolants at prescribed levels. **Do not use Avgas Fuel in a Gas Powered Refueler or Jet Fuel in a Diesel Powered Refueler. Use appropriate fuel only, such as Unleaded Gas or Diesel.**
- 2 ***All model year 2007 or newer diesel engines must be fueled with ultra low sulfur diesel as prescribed by chassis manufacturer.***
- 3 ***All damage to the engine and related expenses caused by the use of Avgas, Jet fuel or non spec diesel in Refueling Equipment will be the responsibility of the Lessee.***
- 4 Lessee shall keep complete and accurate maintenance records and Lessor shall be entitled to inspect the Refueling Equipment and the maintenance records at any time during regular business hours.
- 5 Engine oil change, including change of oil filter and chassis lubrication, shall be performed every two hundred (200) hours of use or three (3) months whichever comes first. Air filter shall be changed at least once a year or sooner if condition dictates.
- 6 Lessee shall maintain a 50/50 mix of antifreeze and water in the Refueling Equipment cooling system.
- 7 Make all repairs necessitated by neglect, abuse, normal wear and tear, including **but not limited to** the following chassis and equipment maintenance and repairs:
 - Furnish and install spark plugs, ignition points and condenser and adjust timing.
 - Service air filter, furnishing oil or replacement element as required.
 - Furnish and install engine accessory drive belts.
 - Furnish and install cooling system hoses and correct leaks.
 - Furnish and install light bulbs, sealed beams, fuses, lenses, reflectors and broken glass.
 - Maintain and charge batteries, replenish water, clean terminals, furnish and install new batteries and cables.
 - Clean engine fuel line sediment bowls, furnish and install fuel filter elements.
 - Inspect recharge and certify all fire extinguishers.
 - Furnish and install brake fluid and adjust brakes as needed
 - Drain water sumps as required.
 - Furnish and install new dispensing nozzles, ground wires, connectors and ground wire reels.
 - Furnish and install replacement windshield wiper blades, arms and hoses.

- Pay for meter calibration, and licensing, required by city, county or state authority. Lessor assumes no responsibility for non-compliance of these licenses.
 - General tightening of chassis, body and tank. Correct any leaks in the dispensing apparatus repairable by tightening and/or gasket replacement.
 - Furnish and install replacement aviation product filters.
 - Maintain and or replace Pump, PTO, and Product Delivery System
- 8 Lessee shall maintain proper torque of wheel lug nuts and tire pressure. Lessee shall repair and change tires as necessary.
- Tires shall be of matched generic type and tread design as originally supplied and have a minimum of 10/32nds remaining tread. Front tires will be original casings (recapped casings are acceptable for the rear tires)
- 9 All Refueling Equipment maintenance and or operational manuals as supplied with Refueling Equipment shall be returned with vehicle when equipment is returned to Lessor.

LESSOR RESPONSIBILITIES

1. **EPIC Aviation, LLC** shall provide major repairs and/or replacement for vehicle drive train (engine, transmission, differential) which, in **EPIC Aviation, LLC** sole judgment are not necessitated by Lessee's neglect, abuse, accident or failure to perform maintenance.
2. All other repairs and replacement of the equipment, which **EPIC Aviation, LLC** deems necessary or desirable, shall be made by and at the expense of the Lessee. Lessee shall give **EPIC Aviation, LLC** prompt notice, prior to work being done, or any maintenance or repair which Lessee is not obligated to make hereunder, but which Lessee deems necessary. If Lessee fails to perform any maintenance or repair which Lessee is obligated hereunder within ten (10) days after notification and request by **EPIC Aviation, LLC**, may (without prejudice to its other rights on account of such breach of the Lease) perform such maintenance or repair and shall be reimbursed by Lessee on demand for all costs incurred by **EPIC Aviation, LLC** relating to the necessary maintenance or repair including any additional operating expenses resulting there from. Without **EPIC Aviation, LLC** prior written consent, Lessee shall not make any alterations of, additions to, or removals from the equipment or **EPIC Aviation, LLC** identification and lettering thereon. **EPIC Aviation** shall have the right at any time to inspect, repair and replace equipment and, for such purpose, to enter any premises where the same is located.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. I)

Presenter/Contact

*Mark Enders, Watershed Program Manager
(830) 221-4639 - menders@nbtexas.org*

SUBJECT:

Approval of a contract with Freese and Nichols for engineering services associated with preventative maintenance design of for the Fischer Park No. 1 Dam Spillway.

BACKGROUND / RATIONALE:

The Texas Commission on Environmental Quality (TCEQ) Dam Safety division performed routine inspections of three City-owned dams (Fischer Park Dam No. 1, Fischer Park Dam No. 2, and Landa Park Dam) in July 2016, and provided a report to the City in February 2017. The report contained recommendations to the City to help comply with Dam Safety standards, reduce liability to the City and reduce potential threats to downstream property and life.

Freese and Nichols was contracted in November 2017 to review TCEQ recommendations and to provide recommendations for bringing the dams into compliance with state regulations. Freese and Nichols performed inspections of the City-owned dams in November 2017 and provided inspection reports and recommendations for meeting the regulations and standards. The recommendations include the development of Operation and Maintenance plans, Emergency Action Plans, dam breach analysis and engineering design services to address deficiencies of the Fischer Park No. 1 Dam spillway.

The City requested Statements of Qualifications from three engineering firms on the City's pre-approved IDIQ vendor list to perform the above listed work. Freese and Nichols has been selected to perform engineering work based upon past work history and qualifications. The total cost of all work is not expected to exceed \$172,161.

The most time-sensitive item is design work to address deficiencies to the Fischer Park No. 1 Dam spillway. The design and construction cost estimate is needed to inform budget planning for the FY 2018-19 budget. The cost for the engineering design work for the Fischer Park No. 1 dam is not estimated to exceed \$63,423. There is currently only allocated funding to support the Fischer Park related work; therefore, staff recommends we move forward on that portion immediately. Once a funding strategy is developed to support the remaining services described above, an amendment to this contract will be brought forward for City Council consideration.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

<input checked="" type="checkbox"/>	Yes	City Plan/Council Priority:	Strategic Priorities: Preserve and improve our open space
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FISCAL IMPACT:

\$75,000 in funding is included in the 2013 Certificates of Obligation Fund to support this project. Therefore, sufficient funds are available to award the Fischer Park No. 1 Dam Spillway as described above (\$63,423)

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the contract.

Dam Safety Inspection Report

Fischer Park No 1 Dam

TX07410

GENERAL INFORMATION

INVENTORY No.:	TX07410	WATER RIGHT AUTHORIZATION:	N/A
OWNER:	CITY OF NEW BRAUNFELS		
STREAM:	OFF-CHANNEL RESERVOIR		
BASIN:	GUADALUPE	COUNTY:	COMAL
GENERAL LOCATION:	LAT. 29.676521 LONG. -98.108313 WITHIN CITY OF NEW BRAUNFELS, TEXAS		
DAM HEIGHT:	29 FT	DOWNSTREAM HAZARD RATING:	HIGH
NORMAL CAPACITY:	22.6 AC-FT	MAXIMUM CAPACITY:	25 AC-FT
NORMAL WATER LEVEL:	646 FEET (NAVD88)		
CURRENT WATER LEVEL:	645.5 FEET		
PREVIOUS INSPECTION DATE:	JULY 12, 2016		
CURRENT INSPECTION DATE:	NOVEMBER 30, 2017		
INSPECTION BY PERSONNEL:	GRADY HILLHOUSE, P.E. AND GEORGE KELLEY, P.E. FREESE AND NICHOLS, INC.		
OWNER'S REPRESENTATIVE:	MARK ENDERS WATERSHED PROGRAM MANAGER – CITY OF NEW BRAUNFELS		

SUMMARY

The City of New Braunfels (City) contracted with Freese and Nichols, Inc. (FNI) to perform an inspection of Fischer Park Dam No. 1, a small sized, high hazard dam in Comal County. The dam was inspected by Grady Hillhouse, P.E. and George Kelley, P.E. on November 30, 2017. The structure was in overall fair condition. An aerial photograph of the dam and surrounding area is shown in Figure 1. Appendix A includes photographs and a sketch showing where they were taken. Appendix B includes the standard TCEQ inspection checklist. All references to left and right are from the perspective of facing downstream.

BACKGROUND

Details about the original construction of Fischer Park No. 1 Dam are unknown. The dam was modified as a part of development of Fischer Park in New Braunfels. TCEQ approved the plans and specifications for the modifications in December 2013. Substantial completion for the project was in May 2015, and the Engineer's Notification of Completion was submitted in June 2015.

Fischer Park No. 1 Dam consists of a 350-foot-long earthen embankment with a crest width of approximately 12-15 feet and a maximum height of approximately 29 feet. The upstream slope is approximately 2:1 (H:V), and the downstream slope is approximately 1.5:1. The dam's only spillway consists of a 150-foot-wide low area along the embankment protected from erosion by turf reinforcement matting (TRM). Fischer Park No. 2 Dam maintains a pond directly downstream of Fischer Park No. 1 Dam, and the normal pool of the downstream pond is impounded along the downstream slope of the Fischer Park No. 1 Dam embankment.

TCEQ performed an inspection of the dam on July 12, 2016. The primary issues of concern included the following:

- Portions of the embankment lacked suitable vegetative cover for erosion protection.
- The upstream slope of the embankment was overgrown with woody vegetation.
- The downstream slope had signs of erosion and woody vegetation and non-uniform slope.
- Erosion was noted around and below the turf reinforcement matting (TRM) at the spillway.
- The dam does not have an approved Emergency Action Plan (EAP).

Recommendations from TCEQ's inspection included the following:

- Prepare an EAP for the dam
- Clear woody vegetation from the dam
- Re-evaluate the condition of dam after clearing
- Repair erosion and grading issues along embankment
- Install additional erosion control measures on the spillway and evaluate TRM
- Provide a written operation and maintenance (O&M) plan

The City had cleared much of the woody vegetation and small trees (less than 4" in diameter) along the dam in preparation for FNI's inspection.

CURRENT EVALUATION

Embankment

The earthen embankment has an overall length of approximately 350 feet (including the spillway) with a crest width of approximately 12-15 feet. The embankment was found to be in fair condition. Photos 1 through 4 show the crest and slopes of the embankment. The following observations were noted:

- City of New Braunfels staff had cleared the majority of the woody overgrowth and small trees (below 4" in diameter), vines, and brush. Many trees remain along the slopes of the embankment, including below the spillway.
- The concrete sidewalk along the crest was in good condition.

- Some areas along the slopes and crest of the embankment lacked a good cover of grass.
- Isolated areas of minor erosion rills were noted on the downstream slope.

Spillway

The auxiliary spillway consists of a 150-foot-wide low area along the embankment protected from erosion by TRM. The sidewalk serves as the crest and control section of the spillway. The spillway was found to be in poor condition. Photos 5 through 9 show the spillway.

- The TRM lacked an adequate cover of grass which is necessary for proper performance of the matting. Isolated areas on the upstream portion of the spillway had adequate cover.
- The TRM did not have intimate contact with the soil along nearly the entire downstream portion of the spillway. Intimate contact is necessary for proper performance of TRM. Erosion below the TRM was evident along the entirety of the downstream slope of the spillway.
- The area immediately downstream of the TRM anchor trench was eroded, creating a benched area.
- Regular flow over the sidewalk has resulted in growth of algae which can present a safety hazard to pedestrians. The spillway was not overflowing at the time of the inspection.

Site Security

The dam site is located in a park open to the public.

- Park curfew is 12 midnight to 6:00 am. The park does not have a gate or fence.
- The dam has gates on either side of the spillway that can be closed if the spillway is flowing.

Downstream Channel

Fischer Park No. 2 Dam maintains a pond directly downstream of Fischer Park No. 1 Dam, and the normal pool of the downstream pond is impounded along the downstream slope of the Fischer Park No. 1 Dam embankment.

Downstream Hazards

The dam is classified as high hazard because its failure could result in failure of the downstream Fischer Park No. 2 Dam. The area downstream of Fischer Park No. 2 Dam is heavily populated with residential and commercial development. A breach study has not been performed for the dam.

HYDROLOGIC / HYDRAULIC ANALYSES

As a small, high hazard structure, the dam is required to safely pass the 75% of the Probable Maximum Flood (PMF). TCEQ approved the hydrologic and hydraulic design of the current improvements in June 2013. The dam is considered hydraulically adequate. Additional requirements from TCEQ for a high hazard dam include:

1. Approved EAP on file with TCEQ
2. O&M plan on file with owner
3. Implementation of a routine inspection program by owner
4. Annual reporting to TCEQ documenting compliance with above

OPERATION AND MAINTENANCE (O&M)

A written O&M plan has not been prepared for the dam.

EMERGENCY ACTION PLAN

An EAP has not been prepared for the dam.

RECOMMENDATIONS

1. A breach analysis and EAP should be developed for the dam.
2. A written O&M plan should be prepared for the dam. The O&M plan should include implementation of a routine inspection program and annual reporting to TCEQ.
3. The City has cleared all woody vegetation and small trees less than 4" in diameter from the dam. However, not all the trees within the area of the spillway have been removed. This area should be cleared to provide proper hydraulic performance of the spillway. The O&M plan should include regular control measures to prevent regrowth of woody vegetation.
4. To the extent that it is feasible, bare areas along the embankment should be seeded with grass. It is unlikely that establishment of high-quality grass cover will be possible on the shady slopes and crest of the embankment. Regular monitoring of the embankment will be required to identify and repair erosion before it becomes significant.
5. The TRM spillway has failed and requires modifications or repairs:
 - a. TRM over an earthen embankment is not appropriate for the service spillway to maintain the normal level in the pond because regular flows prevent establishment of grass cover over the matting. Flows over the spillway, shade, and loss of intimate contact with the subgrade have limited the effectiveness of the TRM to prevent erosion of the embankment.
 - b. This configuration also presents a safety hazard because the water regularly passing over the sidewalk results in growth of algae which can be slippery to pedestrians.
 - c. FNI recommends that the spillway be repaired or modified to address these issues for improved long-term performance. At a minimum, repairs should include measures to pass normal flows below the sidewalk, additional erosion protection downstream of the spillway, and repair/replacement of the failed TRM.

CONCLUSIONS

The owner should address the recommendations made in this report. A response to this inspection report, including a plan and schedule to address the issues noted, may be required by TCEQ. As the City is aware, it is the owner's responsibility to maintain the dam in a safe condition in order to prevent loss of life and limit the potential for property loss. In doing so, the owner will reduce liability exposure and, with regular maintenance, will minimize costs.

Grady Hillhouse, P.E.
Freese and Nichols, Inc
TX Firm F-2144

George Kelley, P.E.
Freese and Nichols, Inc.

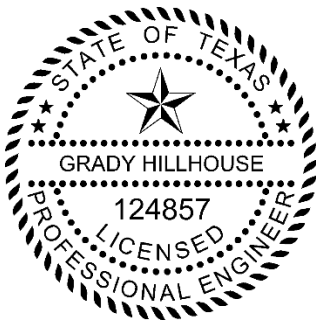




Figure 1: Site Aerial Photograph

APPENDIX A PHOTOGRAPHS

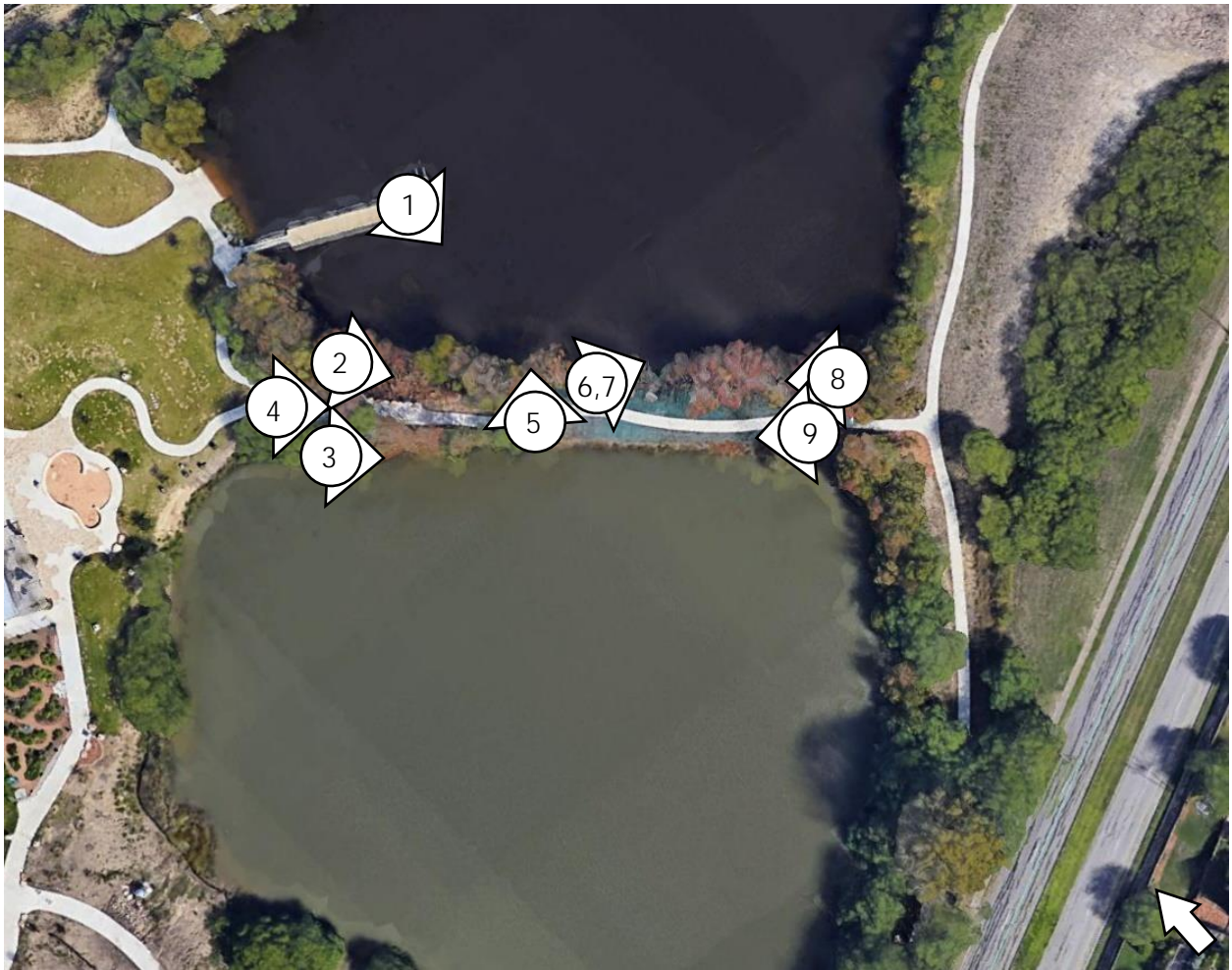




Photo 1: Embankment Overview (Looking Upstream)



Photo 2: Downstream Slope



Photo 3: Upstream Slope



Photo 4: Embankment Crest



Photo 5: Spillway Pedestrian Gate



Photo 6: Erosion at Downstream Toe of Spillway



Photo 7: Downstream Slope of Spillway



Photo 8: Spillway Crest and Downstream Slope



Photo 9: Upstream Slope of Spillway

APPENDIX B INSPECTION CHECKLIST

Inspection Results—Dam Conditions

Dam Name: Fischer Park No. 1 Dam Inventory No: TX07410
 Name of Inspector/s: Grady Hillhouse, P.E. and George Kelley, P.E.
 Name of Contact/s: Mark Enders
 Date of Inspection: 11/30/2017 Start Time: 8:30 AM End Time: 9:30 AM Weather: Mostly Cloudy
 Crest level (at center) above water: ~4 feet
 Service spillway level ☒ Above or ☐ Below water: Spillway not flowing
 Emergency spillway level above water: Service spillway and emergency spillway are combined
 Ground Moisture Condition: ☒ Dry ☐ Damp ☐ Wet ☐ Snow ☐ Other: _____

Crest of Dam General Condition: ☐ Good ☒ Fair ☐ Poor Width: 12-15 feet
 Problems Noted: ☐ None ☐ Rutting ☒ Erosion ☐ Poor Drainage Height: 29 feet
☒ Trees ☐ Depressions ☐ Bulges ☐ Livestock Damage ☐ Cracks Length: 350 feet
☐ Misalignment of Crest ☐ Misalignment of Utility Poles ☐ Misalignment of Fences or Rails ☐ Sinkhole
☐ Burrows ☐ Breached ☐ Other: _____
 Comments: Lack of grass

Upstream Face General Condition: ☐ Good ☒ Fair ☐ Poor Slope: 2H:1V
 Problems Noted: ☐ None ☐ Rip-Rap ☐ Erosion ☐ Too Steep ☐ Burrows ☒ Trees ☐ Cattails
☐ Depressions ☐ Bulges ☐ Livestock Damage ☐ Slides ☐ Concrete Decay ☐ Cracks ☐ Sinkhole
☐ Benching ☐ Misalignment of Rip-rap ☐ Open Joints in Concrete ☐ Other: _____
 Comments: Lack of good grass cover

Downstream Face General Condition: ☐ Good ☒ Fair ☐ Poor Slope: 1.5H:1V
 Problems Noted: ☐ None ☐ Riprap ☐ Sloughing ☒ Erosion ☐ Too Steep ☐ Burrows ☒ Trees ☐ Cattails
☐ Depressions ☐ Bulges ☐ Livestock Damage ☐ Slides ☐ Concrete Decay ☐ Cracks ☐ Sinkhole
☐ Other: _____
 Comments: Lack of good grass cover

Seepage on Downstream Slope Amount: ☐ Major ☐ Moderate ☐ Minor ☒ None Found
 Problems Noted: ☒ None ☐ Saturation Starts at _____ % up Embankment
☐ Presence of Sediment in Flow ☐ Cattails at Toe of Dam ☐ Surface Water at Toe of Dam
☐ Seepage Associated with Sloughing ☐ Continuous Flow ☐ Sporadic Flow
 Comments: None

Downstream Hazard Conditions ☐ Narrow Canyon ☐ Wide Canyon ☒ Lightly Sloping Prairie
☐ Pastureland ☐ Large Trees and Forest ☐ Brushy and Scrubby Forest ☐ No Homes
☐ Lightly Populated ☐ Moderately Populated ☒ Densely Populated ☐ Industrial ☐ Businesses Estimated

number of homes: Not noted
 Comments: None

Spillway Condition: ☐ Good ☐ Fair ☒ Poor Depth: ~2 feet Width: 150 feet
 Problems Noted: ☐ None ☐ Blockage ☐ Not Located ☒ Trees ☐ Burrows ☒ Back-Cutting Erosion
☐ Inaccessible ☐ Livestock Damage ☐ Concrete Cracking ☐ Concrete Spalling
☐ Reinforcement ☐ Corrosion ☐ Damaged Water-stops ☐ Open Joints ☐ Sinkholes
☐ Holes in Spillway Chute ☐ Seepage ☐ Misalignment of Walls/Slabs ☐ Damaged Gates
☐ Nonfunctional Gates ☐ Lubrication of Gates ☐ Testing of Gates
 Comments: Failure of TRM erosion protection.

Other Items ☐ Major road along crest of dam ☐ Private road or driveway along crest of dam
☐ Vehicle bridge along crest of dam ☐ Culverts built into crest of dam
☐ Pipeline immediately downstream from dam - Type of pipeline: _____
☐ Water supply line in crest of dam ☐ Other: _____
 Comments: None

Repair Items Ranked by Priority

Item 1: TRM failure
 Item 2: Lack of adequate grass cover
 Item 3: _____
 Item 4: _____

Security Issues ☐ Vehicle Accessible ☐ Vehicle Gates ☐ Vehicle Fences and Railing
☒ Pedestrian Accessible ☐ Pedestrian Gates and Fences ☐ Obscured from Surveillance ☐ Locks
☐ Breaches in Fence ☐ Evidence of Parties ☐ Graffiti ☐ Security System
 Comments: Public park

Operational Procedures ☐ SOP Available Location Kept: _____
☐ Logbook Location of Logbook: _____
☐ Major Events Noted ☐ Staff Training
 Topics of Training: N/A
☐ Manual Gate Operations ☐ Powered Gate Operations ☐ Automated Gate Operations
 Comments: None

Communications ☐ Directory Available ☐ 24-Hour Coverage ☐ Telephone Available at Dam
☒ Cell Phone Coverage—Provider: Cell phone service available.
 Comments: None

Emergency Action Plan ☐ Available ☐ Filed with TCEQ ☐ Change in Downstream Hazard
 Frequency of Update: N/A Date of Last Revision: N/A

Date of Last Exercise: _____

Comments: EAP is required by TCEQ

Instrumentation ☐ Present ☐ Adequately Maintained ☐ Inadequately Maintained ☐ Operational

☐ Data Collected ☐ Data Analyzed ☐ Adequately Protected

Comments: None.

Early Warning System ☐ Present ☐ Adequately Maintained ☐ Inadequately Maintained ☐ Operational

Frequency of Maintenance: _____

Date of Last Exercise: _____

Comments: None.

Reservoir Drawdown Capability Method of Drawdown: N/A

Maximum Drawdown: N/A c.f.s. Frequency of Testing: N/A

Comments: None

Backup Power ☐ Present ☐ Adequately Maintained ☐ Inadequately Maintained ☐ Operational

Frequency of Maintenance: _____

Date of Last Exercise: _____

Comments: N/A



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. J)

Presenter/Contact

Travis Cochran, Director of Information Technology
(830) 221-4339 - tcochrane@nbtexas.org

SUBJECT:

Approval of an updated contract with Cartegraph Systems LLC expanding the use of their asset management software.

BACKGROUND / RATIONALE:

In May 2016, City Council approved the purchase of Cartegraph as a pavement management system for the City. The software has proven to be very effective in helping staff maintain the conditions of our streets and plan our maintenance program each year. The Cartegraph software is more than just a pavement management system; it has the capabilities of being a full asset management, work order and task management solution for the city. As staff has worked with the software over the past two years, we have expanded it's use into other areas including street signs and drainage features. We have not been able to expand it's use due to licensing limitations under our current agreement. Staff is currently planning on expanding the use of Cartegraph into our facilities, fleet and park assets.

The city has asset management functionality using another software, Accela. This solution is not being utilized, is complicated to use and maintain. Staff compared the functionality, usability and maintenance requirements of Accela and Cartegraph. It was determined that Cartegraph is the better solution for the organization moving forward.

Staff has worked with Cartegraph to develop a new licensing model where we can expand available licenses by 400% and maintain a consistent cost. Through re-programing the funding that was approved in the FY 2017-18 budget for software maintenance for Accela's asset management module and combining it with the current funding for Cartegraph, we are able to expand our use of Cartegraph without any fiscal impact. Additionally, this will have no negative impact on the land management module of Accela, which is currently being re-developed in support of the City's modernizing the development process.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

<input checked="" type="checkbox"/>	Yes	Council Priority:	Maintain an ongoing program of improving customer service.
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FISCAL IMPACT:

The total annual cost of the agreement is \$55,600. Funding was included for Cartegraph in the FY

2017-18 General Fund budget in Public Works and Parks. Funding which was included for Accela in the FY 2017-18 General Fund budget in Information Technology is being re-directed and will cover the full annual cost of the agreement. Therefore, sufficient funds are available to award the contract as described above.

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the contract with Cartegraph.

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between **City of New Braunfels** (hereinafter referred to as "**Customer**") and **Cartegraph Systems LLC** (hereinafter referred to as "**Cartegraph**"). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control (attached as Addendum B).

Customer Bill To:	Customer Ship To:
City of New Braunfels 550 Landa Street New Braunfels, TX 78130	Same

Investment Summary

The Addendums attached hereto, include:

Addendum A – Support Services

Addendum B – Cartegraph Solutions Agreement

Cartegraph's proposed fees for this project are included in the summary below.

Today's Date: May 29,
2018

Signature June 30, 2018
Expiration Date:

Purchase #PA803
Agreement No.:

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, On-Premise, 7/1/18 – 6/30/19	1	\$28,500.00	\$28,500.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$8,550.00	\$8,550.00
Cartegraph OMS Extension	Advanced Work Management Subscription	1	\$8,550.00	\$8,550.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00	\$10,000.00
YEAR 1 SUB-TOTAL				\$55,600.00
YEAR 2				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, On-Premise, 7/1/19 – 6/30/20	1	\$28,500.00	\$28,500.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$8,550.00	\$8,550.00
Cartegraph OMS Extension	Advanced Work Management Subscription	1	\$8,550.00	\$8,550.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00	\$10,000.00
YEAR 2 SUB-TOTAL				\$55,600.00

YEAR 3				
SOLUTIONS				
Cartegraph OMS – Platform - Enterprise	Subscription, On-Premise, 7/1/20 – 6/30/21	1	\$28,500.00	\$28,500.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$8,550.00	\$8,550.00
Cartegraph OMS Extension	Advanced Work Management Subscription	1	\$8,550.00	\$8,550.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00	\$10,000.00
YEAR 3 SUB-TOTAL				\$55,600.00
TOTAL COST (3-YEAR TERM)				\$166,800.00

NOTES:	<p>The pricing listed above does not include applicable sales tax.</p> <p>The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.</p> <p>This Purchase Agreement #PA803 constitutes the final, complete and exclusive statement of the agreement between the Parties pertaining to their subject matter and supersedes all prior and contemporaneous understandings or agreements of the Parties.</p>
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Payment Terms and Conditions

In consideration for the Solutions and Services provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

1. **Delivery:** Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Solutions Invoicing:** The Fee for Solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$55,600.00 due upon execution of the Purchase Agreement.
 - b. \$55,600.00 due 15 days prior to 1st year anniversary of term start date.
 - c. \$55,600.00 due 15 days prior to 2nd year anniversary of term start date.
4. **Payment Terms:** All payments are due Net 30 days from start date of invoice.

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT, ATTACHED AS ADDENDUM B. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CARTEGRAPH SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

CARTEGRAPH: Cartegraph Systems LLC

By _____
(Signature)

Mitch Bradley

(Type or print name)

Title SVP of Sales & Marketing

Date _____

CUSTOMER: City of New Braunfels

By _____
(Signature)

(Type or print name)

Title _____

Date _____

CITY OF NB
LEGAL
NTS

Cartegraph Systems LLC
Addendum A - Support Services
Cartegraph Support and Training Services – Scope of Work

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

As part of Customer's subscription to access to and use of the Cartegraph Solutions, Customer will receive:

1. Support Services

a. Campus – www.cartegraph.com/campus

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step guides, videos, and more.

b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

c. Secure, Live Remote Support

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education Services

a. Convenient Online Resources

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

b. Customer Led User Groups

Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

3. Releases & Upgrades

a. New Releases

Be the first to know about all new Cartegraph releases, enhancements, and upgrades.

- i.* Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.
- ii.* For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality

b. Hot Fixes

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

**ADDENDUM TO CARTEGRAPH SOLUTIONS AGREEMENT,
DATED MARCH 28, 2018**

THIS ADDENDUM is dated May 29, 2018, and contains terms intended to supersede and clarify the terms set forth in that certain Cartegraph Solutions Agreement, to which this Addendum is attached and incorporated by this reference.

Section 11.1 is hereby amended to read:

To the extent allowed by law, each party (the "Indemnifying Party") will defend the other party and its officers, directors, employees, and agents (its "Related Parties") from and against any claim, allegation or action (any "Action") brought against the other party or one of its Related Parties by a third party (other than by the other party itself or another of its Related Parties) to the extent relating to, resulting from, or arising out of the gross negligence or willful misconduct of the Indemnifying Party in the performance (or failure to perform) any of its obligations under this Agreement. The Indemnifying Party will further pay those losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys' fees and court costs) ("Losses") finally awarded against the other party or one of its Related Parties in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

Section 11.3 is hereby amended to read:

To the extent allowed by law, Customer will defend Cartegraph and its Related Parties from and against any Action brought against Cartegraph or one of its Related Parties by a third party (other than by Cartegraph or another Cartegraph Related Party) to the extent relating to, resulting from, or arising out of any: (a) any violation of any Law caused by the use of or access to the Solutions by Customer; or (b) any claim or allegation by a User or other third party relating to use of or access to the Solutions or any Services by Customer. Customer will only pay those Losses finally awarded against Cartegraph in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable and to the extent allowed by law.

BY EXECUTING THIS ADDENDUM CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems LLC

By _____
(Signature)

Mitch Bradley
(Type or print name)

Title SVP of Sales & Marketing

Date _____

City of New Braunfels

By _____
(Signature)

(Type or print name)

Title _____

Date _____

CITY OF N.B.
LEGAL
N/B

Addendum B

Cartegraph Solutions Agreement

Last Modified: 03/28/2018

This Cartegraph Solutions Agreement ("Agreement") is a contract between Cartegraph Systems LLC, a Delaware corporation, having its principal place of business at 3600 Digital Drive, Dubuque, Iowa 52003 ("Cartegraph") and you, or if you represent an entity or other organization, that entity or organization, (in either case, the "Customer"). Cartegraph and Customer may be referred to in this Agreement collectively as the "parties" or individually as a "party."

Cartegraph provides certain hosted operations management and asset management solutions (the "Cartegraph Solutions" or "Solutions"). Customer desires to purchase a subscription to access and use certain of the Cartegraph Solutions for Customer's own internal use and operations.

This Agreement sets forth the terms and conditions under which Cartegraph will agree to provide Customer with a subscription to access and use those Solutions specified in written Purchase Agreements referencing this Agreement entered into by Cartegraph and Customer (each, a "Purchase Agreement") and perform those services specified in each Purchase Agreement (the services provided by Cartegraph under this Agreement, including the services made available through the Solutions, the "Services"). All access to and use of the Solutions and the performance of all Services are subject to the terms of this Agreement.

This Agreement includes any Purchase Agreement entered into by the parties referencing this Agreement and any written Addendum attached to a Purchase Agreement, including descriptions of any Solutions or Services (each, an "Addendum"), all of which are hereby incorporated into and made a part of this Agreement. Unless you later enter into any other Agreement with Cartegraph regarding the Solutions and Services, this Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties, in relation to the subject matter of this Agreement. Terms used in this Agreement will have the definitions given in this Agreement or, if not defined in this Agreement, will have their plain English (US) meaning.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, THROUGH THE EXECUTION OF A PURCHASE AGREEMENT THAT REFERENCES THIS AGREEMENT, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT OR ANY PURCHASE AGREEMENT, CARTEGRAPH IS NOT WILLING TO PROVIDE YOU, AS CUSTOMER, WITH ACCESS TO OR USE OF CARTEGRAPH SOLUTIONS OR SERVICES, AND YOU MUST NOT ACCESS OR USE CARTEGRAPH SOLUTIONS OR SERVICES. IF YOU ACCESS OR USE CARTEGRAPH SOLUTIONS OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND ANY PURCHASE AGREEMENT, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.

1. Term.

The term of this Agreement shall begin upon the execution of an initial Purchase Agreement under this Agreement and, unless earlier terminated as permitted herein, shall continue for the period of time specified in that Purchase Agreement ("Initial Term"). The execution of any subsequently added Purchase Agreement under this Agreement shall not extend the Initial Term unless otherwise expressly stated in that Purchase Agreement. Unless otherwise stated in an applicable Purchase Agreement under this Agreement, the Initial Term of this Agreement shall automatically renew for successive additional 1 year renewal periods (each, a "Renewal Term") unless either party provides the other party with written notice of its intent not to renew this Agreement at least 90 days before the end of the Initial Term or any such Renewal Term.

2. Solutions.

2.1 Functionality.

The Solutions will include the functionality described in the applicable Purchase Agreement or Addendum for each Solution. Cartegraph may from time to time update, change, or revise the functionality of the Solutions, provided the functionality of the Solutions is not materially decreased from that described in the applicable Purchase Agreement or Addendum to a Purchase Agreement.

2.2 Subscription.

Subject to the terms and conditions of this Agreement, during the term of this Agreement Cartegraph will provide Customer with a non-exclusive, non-transferable, and non-sublicensable subscription to allow employees and independent contractors of Customer ("Users") to access and use the Solutions, solely for purposes of Customer's own internal use and operations. If Customer has purchased a per-user subscription, as indicated in the applicable Purchase Agreement, only the finite number of subscriptions indicated in each applicable Purchase Agreement have been purchased by Customer and only that finite number of Users may access and use the Solutions at any given time. If Customer has purchased an unlimited subscription, as indicated in the applicable Purchase Agreement, all Users associated with Customer are permitted to access and use the Solutions at any given time. In either case, the subscription applies only to the Users and does not allow access to or use of the Solutions by any affiliated entities or organizations, or any other entity unless approved in advance by Cartegraph in writing.

2.3 Access.

Customer may access the Solutions solely through the account established for Customer (an "Account"). Customer will be permitted to establish user identifications and passwords through which individual Users may access the Solutions through Customer's Account ("User IDs"). Each User ID is issued to a specific User and may be used only by that User. Customer will ensure that all information about each User provided to Cartegraph in connection with establishing each User ID is accurate and complete and will maintain that information as accurate and complete throughout the term of this Agreement. Customer is and will remain solely responsible for all use of the Solutions by any User and for compliance by each User with the applicable terms of this Agreement. If Customer authorizes an independent contractor or consultant as a User, in addition to being responsible for such independent contractor's or consultant's

actions as a User, Customer shall also require such independent contractor or consultant to agree to terms at least as protective of the Solutions as those contained in this Agreement prior to being granted access to the Solutions. Customer will ensure the security and confidentiality of each User ID and will use commercially reasonable efforts to prevent unauthorized access to or use of the Solutions. Customer will notify Cartegraph promptly of any such unauthorized access or use of the Solutions or if any User ID is lost, stolen, or otherwise compromised. Customer acknowledges that Customer is and will remain fully responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Solutions through Customer's Account or by any User (whether lawful or unlawful) and that any Services used or transactions facilitated through Customer's Account or under any User ID will be deemed to have been completed by Customer. In no event will Cartegraph be liable for the foregoing obligations or any failure by Customer to fulfill such obligations.

2.4 Restrictions.

The Solutions, the software, hardware, databases, and other technology used by or on behalf of Cartegraph to provide the Solutions (the "Cartegraph Technology"), and their structure, organization, and underlying data, information, and source code, constitute valuable trade secrets of Cartegraph and its licensors. As a condition to the use of and access to the Solutions, Customer will not permit any User or other third party to: (a) access or use the Solutions except as expressly permitted by this Agreement; (b) access or use the Cartegraph Technology directly, except through the Solutions as expressly provided in this Agreement; (c) use the Solutions in any unlawful or illegal manner or in any other manner that could damage, disable, overburden or impair the Cartegraph Technology; (d) use automated scripts to collect information from or otherwise interact with the Cartegraph Technology; (e) alter, modify, reproduce, create derivative works of the Cartegraph Technology; (f) distribute, sell, resell, lend, loan, lease, license, sublicense, transfer, or otherwise make available the Solutions or any of Customer's rights to access or use the Solutions or any Service to any third party; (g) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Cartegraph Technology; (h) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Cartegraph Technology; (i) use the Cartegraph Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, business intelligence, data mining, or competitive purposes; or (j) interfere in any manner with the operation or hosting of the Cartegraph Technology.

2.5 Third Party Offerings.

Customer agrees and acknowledges that certain portions of the Solutions may be provided by third party providers ("Third Party Offerings"). Customer's access to and use of any Third-Party Offering is also subject to any other agreement separate from this Agreement that Customer may enter into (or may have entered into) relating to those Third-Party Offerings ("Third Party Terms"). In addition to the terms of this Agreement, access to and use of each Third-Party Offerings is also subject to the terms and conditions of any Third-Party Terms applicable to that Third-Party Offering. Except as set forth in this Agreement, any applicable Third-Party Terms will control in the event of a conflict between the terms of this Agreement and those Third-Party Terms. Except as expressly set forth in any Third-Party Terms, you are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Third Party Offerings.

3. Services.

If Customer enters into a Purchase Agreement, including any applicable Addendum specifying any of the following Services, Cartegraph will use commercially reasonable efforts to provide those Services to Customer during the term of this Agreement. All such Services are provided subject to the terms and conditions of this Agreement. Cartegraph has no obligation to provide any of the following Services unless specified in a Purchase Agreement or Addendum to this Agreement.

3.1 On-Site Installation Services.

Cartegraph will provide Customer with deployment and installation Services for the Solutions if indicated in a Purchase Agreement ("On-Site Installation Services"). On-Site Installation Services will be subject to scheduling in cooperation with Customer. Customer will provide all equipment and hardware stated in such Purchase Agreement, and any additional equipment and hardware reasonably necessary for the operation of the Solutions. Customer shall be responsible for maintaining the equipment and hardware, which shall include providing sufficient resources (e.g., electricity, HVAC, or other resources) necessary for the equipment and hardware to properly operate. Cartegraph's warranties and indemnification obligations contained in this Agreement shall be limited to the extent that such obligation arises from Customer's equipment and hardware. Customer shall coordinate with Cartegraph to provide Cartegraph with the level of access to the equipment and hardware to perform On-Site Installation Services and any other Services as specified in a Purchase Agreement. If no level of access is specified in a Purchase Agreement, then all access by Cartegraph to the equipment and hardware shall be remote access. Unless otherwise specified in a Purchase Agreement, Cartegraph shall have no obligation to perform the On-Site Installation Services, or any other Services, on Customer's premises. If Cartegraph determines that it is necessary to perform any Services on Customer's premises, Cartegraph shall first receive approval from Customer prior to performing such Services on Customer's premises. Cartegraph shall have no responsibility to Customer for any liability to the extent that such liability arises from Customer's failure to provide Cartegraph sufficient or timely access to the equipment or hardware. Customer understands that Customer does not receive any rights to the Cartegraph Technology separate and apart from Customer's right to access the Solutions installed on-site by Cartegraph as described in this Agreement. If Customer requires additional rights to access the Solutions, Customer shall obtain Cartegraph's prior written consent. Upon termination or expiration of this Agreement, Customer will immediately either return to Cartegraph or, at Cartegraph's discretion, destroy any Cartegraph Technology then in Customer's possession or control and certify in writing signed by an officer of Customer that it has fully complied with the foregoing obligations.

3.2 Support Services.

Cartegraph will provide Customer with support Services for the Solutions as specified in Addendum A if such Addendum is attached to a Purchase Agreement ("Support Services").

3.3 Field Services.

Cartegraph will provide Customer with the field implementation Services for the Solutions as specified in Addendum B if such Addendum is attached to a Purchase Agreement ("Field Services"). Field Services will be subject to scheduling in cooperation with Customer.

3.4 Data Services.

Cartegraph will provide Customer with the data collection Services for the Solutions as specified in Addendum C if such Addendum is attached to a Purchase Agreement ("Data Services"). Data Services will be subject to scheduling in cooperation with Customer.

3.5 Professional Services.

Cartegraph will perform any additional professional Services relating to the Solutions ("Professional Services") if specified in any written statement of work mutually agreed to by both parties under this Agreement. Cartegraph will perform all Professional Services at the rates for those Professional Services set forth in each applicable statement of work, or, if no rates are set forth in an applicable statement of work, at Cartegraph's then-current rates for those Professional Services. Professional Services shall be performed during the working hours stated in the statement of work applicable to those Professional Services, or, if no working hours are stated, the Professional Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

4. Software.

Cartegraph may provide Customer with software in connection with the Solutions ("Software"). Unless any Software provided by Cartegraph in connection with the Solutions is subject to a license or other agreement separate from this Agreement that Customer has entered into (or may enter into) with Cartegraph (a "Software License Agreement"), Cartegraph grants Customer a limited, non-exclusive, non-transferrable, non-assignable, license solely to install and execute the Software in accordance with the instructions provided by Cartegraph for Customer's own internal use and operations in connection with Customer's access to and use of the Solutions. Except as expressly set forth in the foregoing sentence (or any applicable Software License Agreement), Customer is granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software, and Customer may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, transfer, sell, distribute, or in any way exploit any Software without the prior written permission of Cartegraph. Except as set forth in this Agreement, the terms of any Software License Agreement will control in the event of a conflict between the terms of this Agreement and that Software License Agreement. Customer agrees that use of the Software is limited as described in the Purchase Agreement, as either: (1) Browser Based User – Each browser based User is defined by User ID; or For Server Software – One copy of Software for each server. Customer agrees that Cartegraph may audit Customer's Software usage remotely or on-site upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement. Cartegraph and its licensors will not be responsible to Customer for loss of use of any Software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to any Software by Customer or other third parties. Cartegraph reserves the right to terminate the licenses granted to any Software or any Services provided in connection with that Software upon written notice to Customer if any such alteration, addition, adjustment, or repair adversely affects Cartegraph's ability to render Services.

5. Fees and Payment.

5.1 Fees.

Customer agrees to pay Cartegraph all fees specified in any Purchase Agreement and as otherwise specified in this Agreement ("Fees").

5.2 Payment.

All Fees will be invoiced in advance in accordance with the terms applicable to such Fees. If no terms for an applicable Fee are set forth in the applicable Purchase Agreement, such Fees will be invoiced on a monthly basis following the end of the month in which they were incurred. All Fees as set forth on each invoice issued by Cartegraph under this Agreement will be due and payable by Customer in immediately available U.S. funds within 30 days of the date of invoice. If Customer has not made payment within 30 days of the date of invoice, Customer shall be in default. Customer's default will constitute sufficient cause for Cartegraph to suspend Customer's access to the Solutions or any Services upon notice to Customer. All Fees will be non-refundable once paid to Cartegraph (including upon any termination or suspension of this Agreement). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable law. If Cartegraph requires use of collection agencies, attorneys, or courts of law for collection on Customer's account, Customer will be responsible for those expenses. Customer will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.

5.3 Taxes.

The Fees do not include any local, state, provincial, federal or foreign taxes, levies, assessments, duties, or other governmental charges of any kind or nature, including, without limitation, any value-added tax (VAT), stamp or other similar tax, social security (or local equivalent), state or regional tax, or income or other federal tax ("Taxes"). Customer is responsible for paying all Taxes that may be imposed by way of the performance of either party under this Agreement, excluding only Taxes based on Cartegraph's net income. If Cartegraph is found or deemed to have a legal obligation to pay or collect any Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Cartegraph with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.4 Fee Increases.

Cartegraph may increase the Fees applicable to Customer to the then-current prices for the next Renewal Term by providing notice of such increase at least 60 days before the beginning of such Renewal Term. If after receiving such notice Customer wishes not to renew the Agreement for the next Renewal Term, Customer must provide written notice to Cartegraph of Customer's intent not to renew this Agreement at least 60 days before the end of the Initial Term or any such Renewal Term.

5.5 Expenses.

Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

6. Termination.

6.1 Termination for Cause.

Either party may terminate this Agreement immediately upon notice to the other party if the other party: (a) materially breaches this Agreement and fails to remedy such breach within 30 days after receiving notice of the breach from the other party; (b) materially breaches this Agreement in a manner that cannot be remedied; or (c) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business.

6.2 Service Discontinuance.

If Cartegraph at any time discontinues offering any Solutions or any Services to new customers, Cartegraph will give Customer reasonable advance notice of such discontinuation. Upon such date of discontinuation, Cartegraph will have the right to terminate this Agreement as to those Solutions or Services upon notice to Customer. As of the date of termination, Cartegraph will credit to Customer, on a pro-rated basis, any pre-paid Fees under this Agreement and Cartegraph shall have no further obligation to provide the Solutions or any Service under this Agreement.

6.3 Suspension.

Without limiting Cartegraph's right to terminate this Agreement, Cartegraph may suspend Customer's access to the Solutions or any Services upon notice to Customer following any breach of this Agreement if deemed reasonably necessary by Cartegraph to prevent any damage, injury, or harm to Cartegraph, the Cartegraph Technology, any other Cartegraph customer, or any third party.

6.4 Effect of Termination.

All Purchase Agreements shall terminate immediately upon termination of this Agreement. Upon termination or expiration of this Agreement for any reason, and following any applicable Transition Period: (a) Cartegraph may cease providing access to all Solutions and Services under this Agreement; (b) all subscriptions and other rights and licenses granted to Customer under this Agreement will terminate; (c) Customer will immediately cease all use of and access to all Solutions and Services; (d) all Fees and other amounts then owed by Customer under this Agreement will become immediately due and payable to Cartegraph; (e) Customer will immediately either return to Cartegraph or, at Cartegraph's discretion, destroy any Cartegraph Data and Cartegraph Confidential Information (each as defined below) then in Customer's possession or control; and (f) Cartegraph will either return to Customer or, at Customer's discretion, destroy any Customer Data and Customer Confidential Information) then in Cartegraph's possession or control. The following Sections will survive termination or expiration of this Agreement for any reason: 5 (Fees and Payment), 6.4 (Effect of Termination), 7 (Ownership), 10 (Disclaimer), 11 (Indemnification), 12 (Limitation on Liability), 14 (Confidentiality), 15 (Governing Law), 16 (Non-Solicitation), 17 (Force Majeure), 18 (Notice), and 19 (Additional Terms).

6.5 Transition Services.

Except in the case of a termination under Section 6.1 by Cartegraph, at any time prior to the effective date of any termination or expiration of this Agreement, Customer may request that Cartegraph continue to provide Customer with any Services then provided under this Agreement for purposes of transitioning and migrating Customer off of the Solutions ("Transition Services"). Upon such request, the parties will develop a mutually agreed to transition plan describing the Transition Services and each party's respective obligations in connection with the transition and migration of Customer off of the Solutions ("Transition Plan"). Cartegraph will provide the Transition Services for the period agreed to in the Transition Plan, such period not to exceed 180 days following termination or expiration of this Agreement (the "Transition Period"). Customer will compensate Cartegraph for all Transition Services at rates specified in the Transition Plan or, if no rates are agreed upon by the parties prior to the performance of the Transition Services, at Cartegraph's then current rates for the Services. All Transition Services will otherwise be subject to the terms of this Agreement.

7. Ownership.

Cartegraph retains all right, title, and interest in and to the Solutions, Cartegraph Technology, Cartegraph Data, any additions, improvements, updates, new versions, or other modifications thereto created by either party, whether or not through the Services, alone, jointly, or with any third party, and all IPR (as defined below) therein and related thereto. Customer does not receive any ownership interest in or to any of the foregoing, and no right or license is granted to Customer to use any of the foregoing apart from Customer's right to access and use the Solutions under this Agreement. Customer will perform all acts reasonably necessary to assist Cartegraph in perfecting and defending Cartegraph's ownership interest in any of the foregoing. Without limiting the foregoing, Customer agrees to and does hereby make all assignments necessary to provide Cartegraph with the ownership rights set forth in this Section. All names and logos associated with the Solutions and other Services are trademarks of Cartegraph (or its third party providers) and no right or license is granted to Customer to use them. Any rights not expressly granted to Customer hereunder are reserved by Cartegraph. Customer will not remove or alter any proprietary rights legend on the Solutions, Cartegraph Technology, or Cartegraph Data. For purposes of this Agreement, "IPR" means any and all intellectual property and other proprietary rights throughout the world, including, all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, rights in data and databases, and contract rights.

8. Data.

8.1 Customer Data.

As between Customer and Cartegraph, Customer retains ownership of all data, information, and other content provided to Cartegraph or through the Solutions by or on behalf of Customer ("Customer Data"). Customer is responsible for all Customer Data, including the accuracy, quality, integrity, legality, reliability, and appropriateness thereof. Customer will obtain and maintain all authorizations, approvals, permissions, and other rights necessary for Cartegraph to use and process all Customer Data in the performance of the Services and any other obligations of Cartegraph under this Agreement. Customer will maintain an adequate back-up of all Customer Data and, except for any express obligations of Cartegraph to maintain back-up copies of Customer Data, Cartegraph will not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of Customer Data.

8.2 Cartegraph Data.

As between Cartegraph and Customer, Cartegraph retains ownership of all data, information, and other content provided to Customer through the Solutions and the other Services, excluding any Customer Data ("Customer Data"). Subject to the terms of this Agreement, Customer may access the Cartegraph Data without modification solely for Customer's own internal business purposes in connection with Customer's use of and access to the Solutions. Cartegraph uses commercially reasonable measures to ensure the accuracy and reliability of all Cartegraph Data, but except as expressly provided herein Cartegraph will not be responsible for any erroneous data, information, or content provided through the Solutions. Except as expressly provided in this Agreement, Customer is granted no rights in or to the Cartegraph Data.

8.3 Data Security.

Cartegraph shall establish and maintain during the term an information security policy providing for reasonable administrative, technical, physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Customer Data in the possession or control of Cartegraph, which safeguards and measures are compliant with applicable federal, state, provincial, or local laws, rules, and regulations ("Laws"). Customer will establish and maintain during the term reasonable and appropriate administrative, technical, and physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Cartegraph Data in the possession or control of Customer, which safeguards and measures are consistent with applicable Laws. Each party will promptly notify the other party of any data security breach or similar incident that has, or might have, compromised the privacy or security of any Customer Data or, in the case of Customer, any Cartegraph Data in the possession or control of such party. Each party will indemnify and hold harmless the other party from and against any damages or losses asserted against or incurred by the other party arising out of or related to a breach of a party's data security obligations.

8.4 Data Privacy.

Cartegraph may use and disclose data and information collected through the operation of the Solutions solely as described in this Agreement and in Cartegraph's then-current privacy policy applicable to the Solutions. Notwithstanding anything to the contrary in the privacy policy, Cartegraph will have the right to collect and analyze non-personal information (data or information that does not identify an entity or natural person as the source thereof) resulting from Customer's access to and use of the Solutions. To the extent any such non-personal information is collected or generated by Cartegraph, the data and information may be used by Cartegraph, or its permitted service providers, for any lawful business purpose, provided that the data and information is used only in an aggregated form, without directly identifying Customer, or any other User, as the source thereof.

9. Representations and Warranties.

9.1 General.

Each party represents, warrants, and covenants to the other party that: (a) it has and will continue to have during the term hereof, all rights, power, and authority necessary to enter into this Agreement and perform all of its obligations under this Agreement; (b) the performance of its obligations under this Agreement does not and will not violate any Law applicable to such party's performance, any rights of any

third party, or any agreement by which such party is bound; and (c) it will procure all rights, certificates, licenses, permits, or other approvals required for its performance under this Agreement.

9.2 Performance.

During the term of this Agreement, Cartegraph represents and warrants to Customer that Cartegraph will use commercially reasonable efforts to maintain and verify that the Solutions operate in accordance with the applicable documentation for the Solutions provided to Customer by Cartegraph and in accordance with any other levels of performance specified in this Agreement or applicable Purchase Agreement. Cartegraph's sole obligation and Customer's sole and exclusive remedy in the event of any failure of the Solutions to comply with any such performance levels will be for Cartegraph to, at its option: (a) remedy the failure or re-perform the affected Services; or (b) refund Customer the portion of any Fees applicable to the portion of the Solutions subject to the failure.

9.3 Non-Infringement.

Cartegraph represents and warrants to Customer that the use by Customer of the Solutions during the term and in accordance with this Agreement (the "Covered Services") will not infringe any third party U.S. patent or copyright or misappropriate any third party trade secret in existence under any Laws of any state within the U.S. As Cartegraph's sole obligation and Customer's sole and exclusive remedy for of any failure by Cartegraph to comply with the foregoing sentence, Cartegraph will defend Customer against any such failure as set forth in Section 11.2.

10. Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOLUTIONS AND ALL SERVICES UNDER THIS AGREEMENT, AND ALL CARTEGRAPH DATA PROVIDED THROUGH THE SOLUTIONS OR THOSE SERVICES, ARE PROVIDED TO CUSTOMER STRICTLY "AS IS" AND "AS AVAILABLE" AND CARTEGRAPH AND ITS PROVIDERS EXPRESSLY DISCLAIM, AND CUSTOMER DISCLAIMS ANY RELIANCE ON, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD THERETO OR TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AVAILABILITY OR ERROR-FREE OPERATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CARTEGRAPH, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT.

11. Indemnification.

11.1 General.

Each party (the "Indemnifying Party") will defend the other party and its officers, directors, employees, and agents (its "Related Parties") from and against any claim, allegation or action (any "Action") brought against the other party or one of its Related Parties by a third party (other than by the other party itself or another of its Related Parties) to the extent relating to, resulting from, or arising out of the gross negligence or willful misconduct of the Indemnifying Party in the performance (or failure to perform) any of

its obligations under this Agreement. The Indemnifying Party will further pay those losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys' fees and court costs) ("Losses") finally awarded against the other party or one of its Related Parties in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

11.2 Non-Infringement.

Cartegraph will defend Customer from and against any Action brought against Customer by a third party (other than a Customer Related Party) that the use by Customer of the Covered Services infringes any U.S. patent, or copyright or misappropriates any trade secret in existence under any Laws of any state within the U.S. Cartegraph will pay those Losses finally awarded against Customer in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable. If Customer is, or Cartegraph reasonably believes Customer may be, enjoined from using any Covered Service due to an Action covered by this Section, Cartegraph may procure the right for Customer to continue using the Covered Service, replace or modify the Covered Service so that it becomes non-infringing, or terminate this Agreement and provide Customer a refund of any pre-paid amounts applicable to the Covered Service (if any). Cartegraph will have no obligation under this Section or otherwise with respect to any Action or Losses in the case of: (a) any use of any Covered Service other than by Customer; (b) any use of any Covered Service not under and in accordance with this Agreement; (c) any use of any Covered Service in combination with products, equipment, services, processes, software, data or information not supplied by Cartegraph; or (d) any modification of or enhancement to any Covered Service other than by Cartegraph. This Section constitutes Cartegraph's sole and exclusive liability, and Customer's sole and exclusive remedy, for any infringement or misappropriation of IPR or any other rights relating to the solutions.

11.3 By Customer.

Customer will defend Cartegraph and its Related Parties from and against any Action brought against Cartegraph or one of its Related Parties by a third party (other than by Cartegraph or another Cartegraph Related Party) to the extent relating to, resulting from, or arising out of any: (a) any violation of any Law caused by the use of or access to the Solutions by Customer; or (b) any claim or allegation by a User or other third party relating to use of or access to the Solutions or any Services by Customer. Customer will only pay those Losses finally awarded against Cartegraph in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

11.4 Conditions.

All obligation of each party to defend or indemnify the other party or any Related Party under this Agreement are conditioned upon the party seeking defense or indemnification (the "Indemnified Party") providing the other party with: (a) prompt notice of any such claim for indemnification or defense after receiving notice thereof; (b) sole control over the defense and settlement of such claim, provided that any settlement that will require the other party to assume any liability other than the payment of monies will be subject to the other party's prior written consent; and (c) reasonable assistance in such defense or settlement (at the indemnifying or defending party's expense).

12. Limitation on Liability.

IN NO EVENT WILL CARTEGRAPH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THIS AGREEMENT, INCLUDING THE USE OF OR ACCESS TO THE SOLUTIONS OR ANY SERVICES OR THE CARTEGRAPH TECHNOLOGY (OR ANY CARTEGRAPH DATA), EVEN IF CARTEGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF DATA, OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. CARTEGRAPH'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTIONS, AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO CARTEGRAPH HEREUNDER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY. CUSTOMER AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT CARTEGRAPH WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CARTEGRAPH'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. Insurance.

If Cartegraph will provide Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage.

14. Confidentiality.

14.1 Protection.

Each party (the "Receiving Party") may from time to time receive or otherwise obtain data or information regarding the business, finances, services, or technology of the other party (the "Disclosing Party"), including, without limitation, technical, advertising, marketing, sales, financial, pricing, employee, customer, and planning information, or any other information that by its very nature the Receiving Party should know is confidential ("Confidential Information"). The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or permitted contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information in the same manner as the Receiving Party protects its own confidential information of a similar nature and with no less than reasonable care.

14.2 Exceptions.

The Receiving Party's obligations with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already lawfully known to the Receiving Party as of the Effective Date; (b) is disclosed to the Receiving Party after the Effective Date by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, or through no fault of the Receiving Party becomes, generally available to the public. The Receiving Party may disclose the Confidential Information of the Disclosing Party if compelled or required to do so by a court of competent jurisdiction or other governmental entity having jurisdiction over the Receiving Party, provided that the Receiving Party provides the Disclosing Party with notice of such requirement and provides reasonable assistance to the Disclosing Party in any attempts to contest such disclosure or obtain a protective order or other applicable limitation with respect to such disclosure. In any event, the Receiving Party will be entitled to receive payment of its expenses and costs actually incurred in responding to such disclosure request and will disclose only such portion of any Confidential Information as it is legally compelled or required to disclose.

14.3 Return of Confidential Information.

The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the request of the Disclosing Party or when such Confidential Information is no longer needed in connection with its performance under this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with the foregoing obligations.

15. Governing Law.

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the state/province where the Customer has its principal place of business. Each party agrees that it will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal or state/provincial court in the state/province where the Customer has its principal place of business, and each party irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts.

16. Non-Solicitation.

During the term of this Agreement and for a period of 12 months thereafter, Customer will not, directly or indirectly, for itself or on behalf of or in conjunction with any other third party, solicit, induce, hire, contract with, or engage the employment of an employee of Cartegraph, unless Customer: (1) obtains the prior written consent of Cartegraph, as applicable; and (2) pays Cartegraph as applicable a fee to be mutually agreed upon. If Customer directly employs or contracts with an employee of Cartegraph without the prior written consent of Cartegraph, Customer shall pay as damages 2 times the then yearly salary of the employee in question. The parties acknowledge and agree that the foregoing is not intended as a penalty of any kind but as reasonable and adequate compensation to Cartegraph in the event Customer should directly employ or contract with an employee of Cartegraph without the prior written consent of Cartegraph.

17. Force Majeure.

Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of the obligation to pay Fees, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts, labor disputes, fire or other loss of facilities, accident or any other cause beyond its control (each, a "Force Majeure"). If the performance of any obligation under this Agreement by either party is prevented, restricted or interfered with by reason of a Force Majeure event, the party whose performance is so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such Force Majeure event, provided that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

18. Notice.

All notices, reports, consents, authorizations and approvals to be given by a party hereunder will be in writing and will either be via: (1) hand-delivery; (2) reputable overnight mail service; (3) facsimile transmission, provided that an original copy of a transmission will be delivered by some other means permitted under this Agreement; or (4) certified mail, return receipt requested, to the other party at its respective addresses set forth above. All notices will be effective upon receipt (or when delivery is refused), or 3 business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address for notice by giving notice of the new address to the other party.

19. Additional Terms.

Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Solutions and all Services and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties. Except as expressly set forth in this Agreement, this Agreement may be modified or amended only in writing signed by both parties. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither this Agreement nor any rights or obligations of Customer hereunder may be assigned without the prior written approval of Cartegraph. Any assignment in violation of the foregoing will be null and void. Cartegraph may assign this Agreement to any party that assumes Cartegraph's obligations hereunder, including by sale, merger, consolidation, or operation of law or otherwise. Cartegraph may subcontract its obligations under this Agreement, provided that Cartegraph remains responsible for compliance with the applicable terms of this Agreement as to those obligations. The words "include," "includes" and "including" means "include," "includes" or "including," in each case, "without limitation." All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The preprinted terms of a purchase order or any other similar document will not apply to or modify this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers', and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals, and other relief to which that party

may be entitled. Customer gives Cartegraph permission to use Customer's name or logo for public press releases and customer stories. Cartegraph provides the Solutions, including related software and technology, for federal government end use as a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Solutions are provided to the Customer with only those restricted rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Cartegraph to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. K)

Presenter

*Christopher J. Looney, Planning and Community Development Director
clooney@nbtexas.org*

SUBJECT:

Approval of the second and final reading of an ordinance regarding the proposed rezoning to apply a Special Use Permit to allow the short-term rental of a single-family residence in the "C-3" Commercial District addressed at 481 East Torrey Street.

BACKGROUND / RATIONALE:

Case No.: PZ-18-009

Council District: 4

Owner/Applicant: Christina Booe
1124 Brookwood Avenue
Austin, TX 78721
(512) 466-0362
Crissy_booe@yahoo.com

Staff Contact: Holly Mullins, Sr. Planner
(830) 221-4054
hmullins@nbtexas.org

City Council held a public hearing on May 29, 2018 and unanimously approved the first reading of the ordinance with staff recommendations. (6-0-0)

The subject property is located on East Torrey Street near its intersection of Lakeview Boulevard. The property is approximately 7,250 square feet in area and contains a 1,285 square foot single-family residence built in 2004.

The "C-3" Commercial District zoning allows rental or occupancy for less than one month. However, the structure on the subject property is a single-family dwelling requiring approval of a Special Use Permit (SUP) to allow a Short-Term Rental. If the SUP is approved, an administrative Short-Term Rental Permit will also be required along with annual fire inspections.

The applicant indicates the dwelling has two sleeping areas (2 bedrooms) allowing for a maximum of 8 adults to occupy the residence per the adopted standards in the Zoning Ordinance. Minimum required off-street parking is one space per sleeping area (2), and the maximum parking is the number of sleeping areas plus one (3). The applicant's site plan indicates a single-vehicle carport and parking for two vehicles in the driveway, meeting the parking requirements.

Section 144-5.17(e) *Conduct on Premises* prohibits excessive noise or other disturbances between the hours of 10 p.m. and 8 a.m. The applicant is responsible for conveying this information, along with other standards, in the rental agreement and on a Tenant Notification sheet inside the dwelling unit. The New Braunfels Police Department recently responded to a noise complaint at the subject property, but no citation was issued. If the SUP is granted, violation of any standard in Section 144-5.7 is subject to a fine of \$500 to \$2,000 and possible initiation of procedures to revoke the SUP.

General Information:

Size: = 1,285 square feet (0.165 acre)

Surrounding Zoning and Land Use:

North - C-3 / Single-family residence
 South - Across Torrey Street, C-3 / Agricultural (pasture)
 East - C-3 / Office building
 West - C-3 / Single-family residence

Comprehensive Plan / Future Land Use Designation: Commercial

Floodplain:

No portion of the property is located within the floodway or 100-year floodplain.

Regional Transportation Plan:

The subject property has frontage on Torrey Street, which is classified as a Minor Collector. Adequate right-of-way exists to meet the 60-foot width standard.

Improvement(s):

Single-family residence

Determination Factors:

In making a decision on zoning, the following factors are to be considered:

- Whether the permitted uses will be appropriate in the immediate area and their relationship to the area and to the City as a whole (*The subject property is zoned C-3 in an area of mixed commercial and residential uses. The property is close to several attractions: 100 feet from a bar, one-half mile from Schlitterbahn, approximately 1,000 feet from the NBU Headwaters at the Comal project, and 1,500 feet from Christus Santa Rosa Hospital.*);
- Whether the change is in accord with any existing or proposed public schools, streets, water supply, sanitary sewers, and other utilities to the area (*There do not appear to be any conflicts with these elements.*);
- How other areas designated for similar development will be affected (*There should be no negative impact on other areas designated for similar development.*);
- Any other factors that will substantially affect the public health, safety, morals, or general welfare. (*The use of this property as a short-term rental will be subject to the supplemental standards as required in Section 5.17 of the Zoning Ordinance. These standards help to ensure that proper measures are in place to protect public health and to encourage appropriate use of the property.*); and
- Whether the request is consistent with the Comprehensive Plan. (*Short-term rental of the property is consistent with the Future Land Use designation of the subject site as Commercial.*)

Supplemental standards for short term rentals are attached, and include:

- An administrative Short-Term Rental Permit and annual inspections are required, in addition to the SUP;
- a maximum of two (2) adults per sleeping area plus an additional four (4) adults per residence **(two (2) sleeping areas plus four (4) additional adults allows for a maximum total of 8 adults);**
- display of a short-term rental decal;
- a minimum of one (1) off-street parking space per sleeping area, not including a garage, and not to exceed the number of sleeping areas plus one (1) **(minimum of two (2) spaces and a maximum of three (3) spaces);**
- adherence to the City's adopted building codes regarding life safety issues;
- compliance with City codes related to conduct on premises;
- signage in compliance with the current Sign Ordinance (no monument or freestanding pole signs; attached signage is not regulated); and
- required tenant information posted indoors and attached to the rental agreement including quiet hours, parking limitations and emergency information.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

Yes	<p>City Plan/Council Priority: 2006 Comprehensive Plan <i>Pros and Cons Based on Policies Plan</i></p>	<p>Pros: Goal 1 <i>Promote manageable growth to achieve a proper balance of economic expansion and environmental quality while maintaining the community's unique qualities.</i> Authorized short term rentals contribute to economic expansion through the collection of occupancy tax and visitor dollars spent within the community. Impacts to neighbors are managed through the SUP and Short-Term Rental Permit process. Short-term rental can be viewed as a transition use between commercial uses and residences and can facilitate the upkeep of existing housing stock. Goal 63: Objective B. <i>Special zoning regulations and incentives should be created to promote retail, eating and drinking establishments, bed and breakfast, lodging and entertainment.</i> Approval of the SUP would provide lodging in close proximity to the hospital and several visitor attractions.</p>
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FISCAL IMPACT:

If approved, the property will be subject to local and state hotel occupancy tax (HOT).

COMMITTEE RECOMMENDATION:

The Planning Commission held a public hearing on May 1, 2018 and recommended approval of the request with staff recommendations (6-1-0) with Commissioner Hoyt voting "No" and Commissioner Bearden absent.

STAFF RECOMMENDATION:

Staff recommends approval. The proposed use of the property will complement the mixed uses in the area and provide lodging in close proximity to destinations, while maintaining a residential appearance. The proposal also meets Objectives of the City's Comprehensive Plan. Staff's recommendation includes the following requirements:

1. The existing residential character and appearance of the building must be maintained.
2. The property will remain in compliance with the approved site plan. Any significant changes to the site plan will require a revision to the SUP.
3. Signage must be posted on the premises instructing guests to observe quiet time beginning at 10:00 p.m.

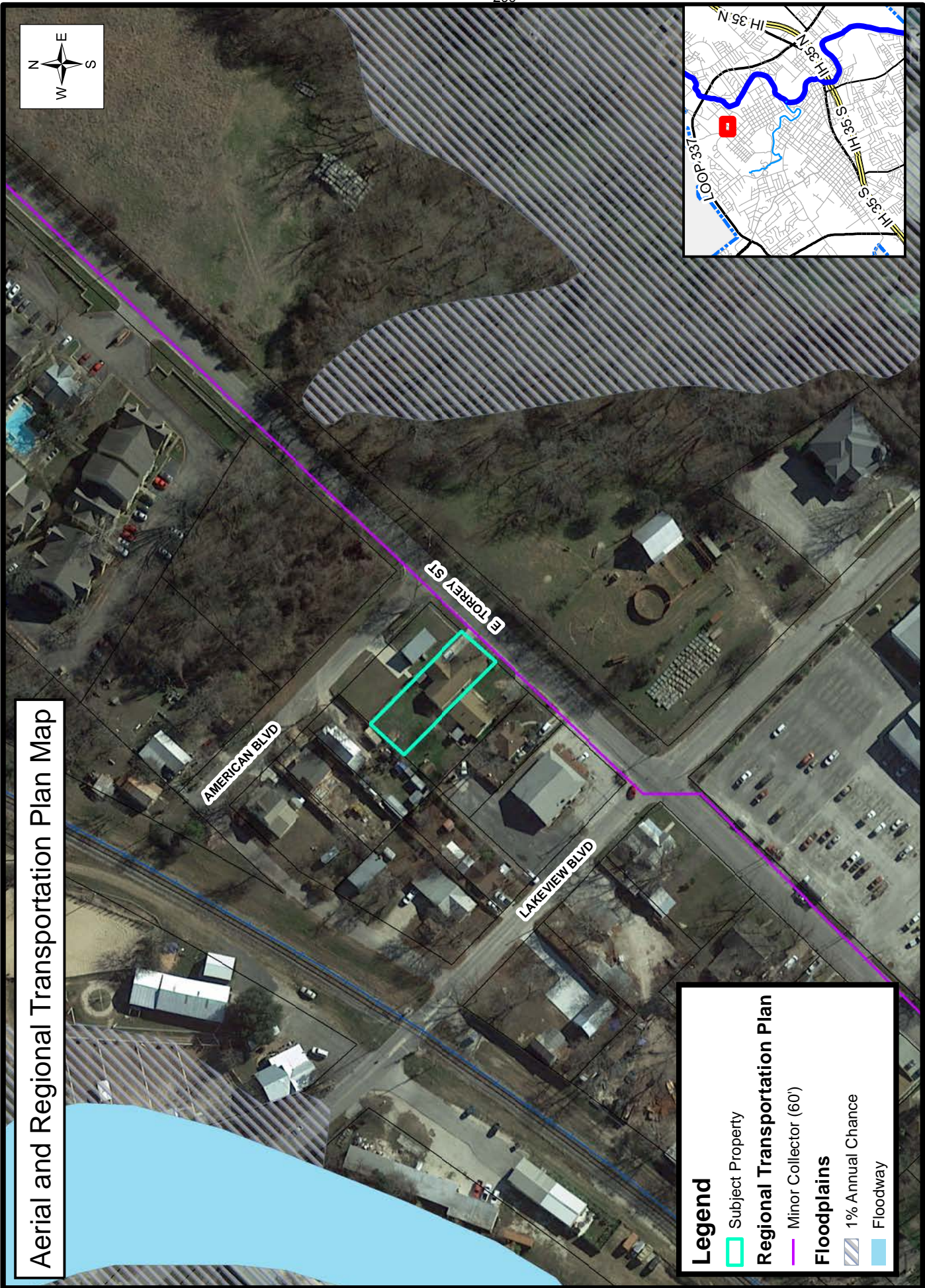
Notification:

Public hearing notices were sent to 10 owners of property within 200 feet of the request. The Planning Division received one response of no opposition, indicated as in favor (#10) and two in objection (#6, 7) representing 12% of the notification area.

ATTACHMENTS:

1. Aerial, Regional Transportation Plan Map
2. Application
3. Site Plan and Floor Plan
4. Land Use Maps (Zoning, Existing and Future Land Use)
5. Short Term Rental Vicinity Map
6. Notification Map and Responses
7. Photograph
8. Zoning Ordinance Excerpts:
 - Sec. 3.3-9 "C-3" Commercial District
 - Sec. 3.6 Special Use Permits
 - Sec. 5.17 Short Term Rentals
9. Draft Planning Commission Minutes
10. Ordinance

Aerial and Regional Transportation Plan Map



Legend

- Subject Property
- Regional Transportation Plan**
- Minor Collector (60')
- Floodplains**
- 1% Annual Chance
- Floodway

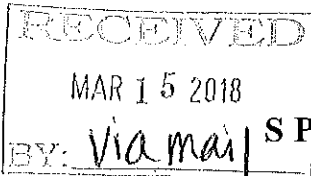
PZ-18-009
481 E. Torrey St.
SUP for Short Term Rental in the C-3 District

Map Created: 5/4/2018





City of
New Braunfels



P2-18-009
APPLICATION FOR
SPECIAL USE PERMIT
550 LANDA STREET
NEW BRAUNFELS TX 78130
E-MAIL: planning@nbtexas.org
PHONE: (830) 221-4050

PLANNING

1. Applicant - If owner(s), so state; If agent or other type of relationship, a letter of authorization must be furnished from owner(s) at the time submitted.

Name: Christina Booe
Mailing Address: 1124 BROOKSWOOD AVE Austin Tx 78721
Telephone: _____ Fax: _____ Mobile: (512) 466-0362
Email: Cissy-booe@yahoo.com

2. Property Address/Location: 481 EAST TORREY, NEW BRAUNFELS TX 78130

3. Legal Description:
Name of Subdivision: _____
Lot(s): 8 Block(s): 5119 Acreage: 7,248 sq ft

4. Existing Use of Property: Rental

5. Current Zoning: C3

6. Check if Proposed Special Use Permit is: Type 1 _____ OR Type 2 C3 ✓

7. Proposed Use of Property and/or Reason for request (attach additional or supporting information if necessary): Short Term Rental, I would like to stay on property part-time, and lease it out 35% of time

8. ATTACHMENTS:
☒ Metes and bounds description and survey if property is not platted.
☒ Map of property in relation to City limits/major roadways or surrounding area.
☒ If requesting a Type 2 Special Use Permit, applicant must attach a development/site plan as described on pages 2 and 3 of this application.
☒ Copy of deed showing current ownership.
☒ Mailed notification 2 x 2.15 each = \$4.30 Notification signs 1 x \$15 each = \$15
☒ Newspaper Notice 115.00 each

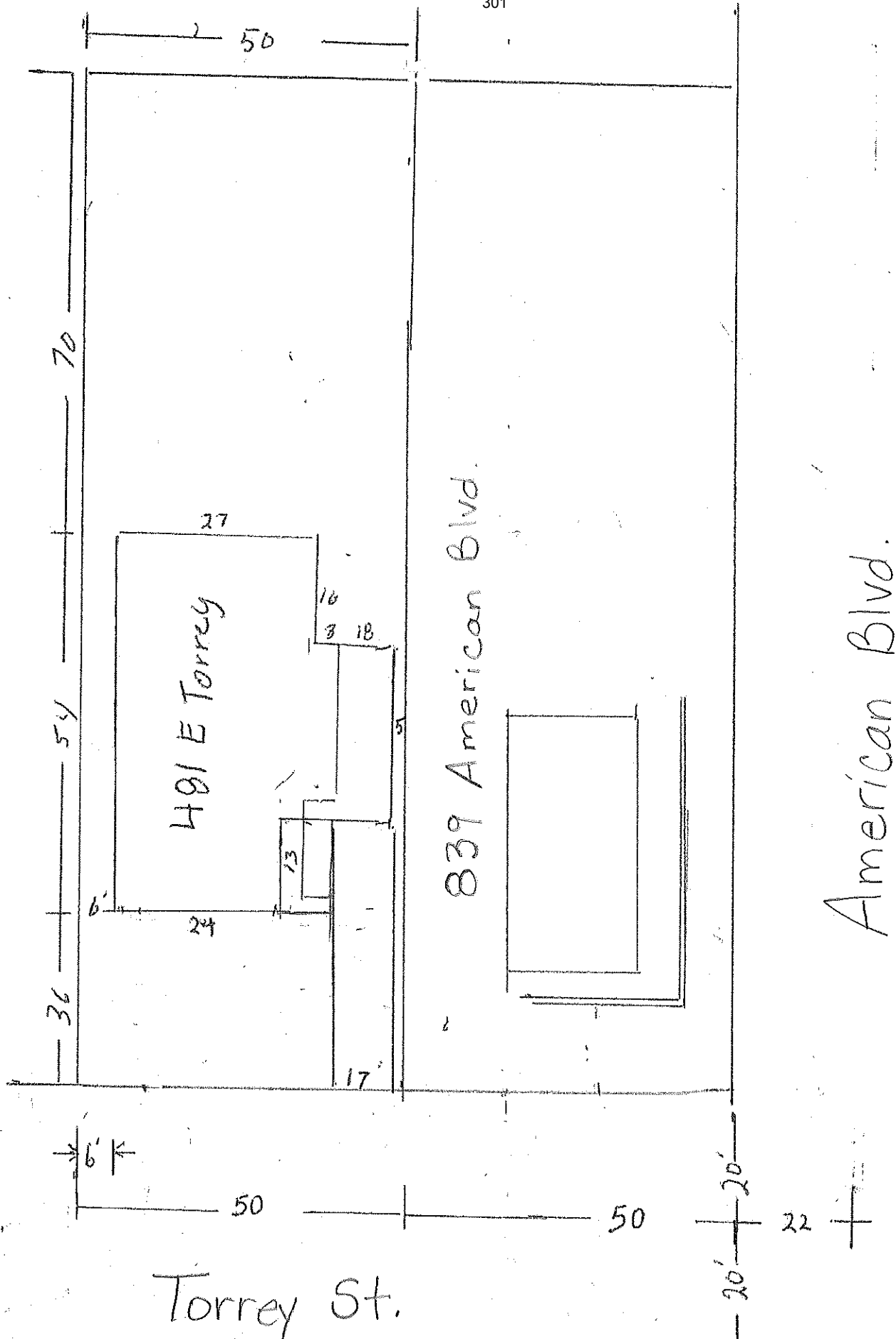
The undersigned hereby requests rezoning of the above described property as indicated.

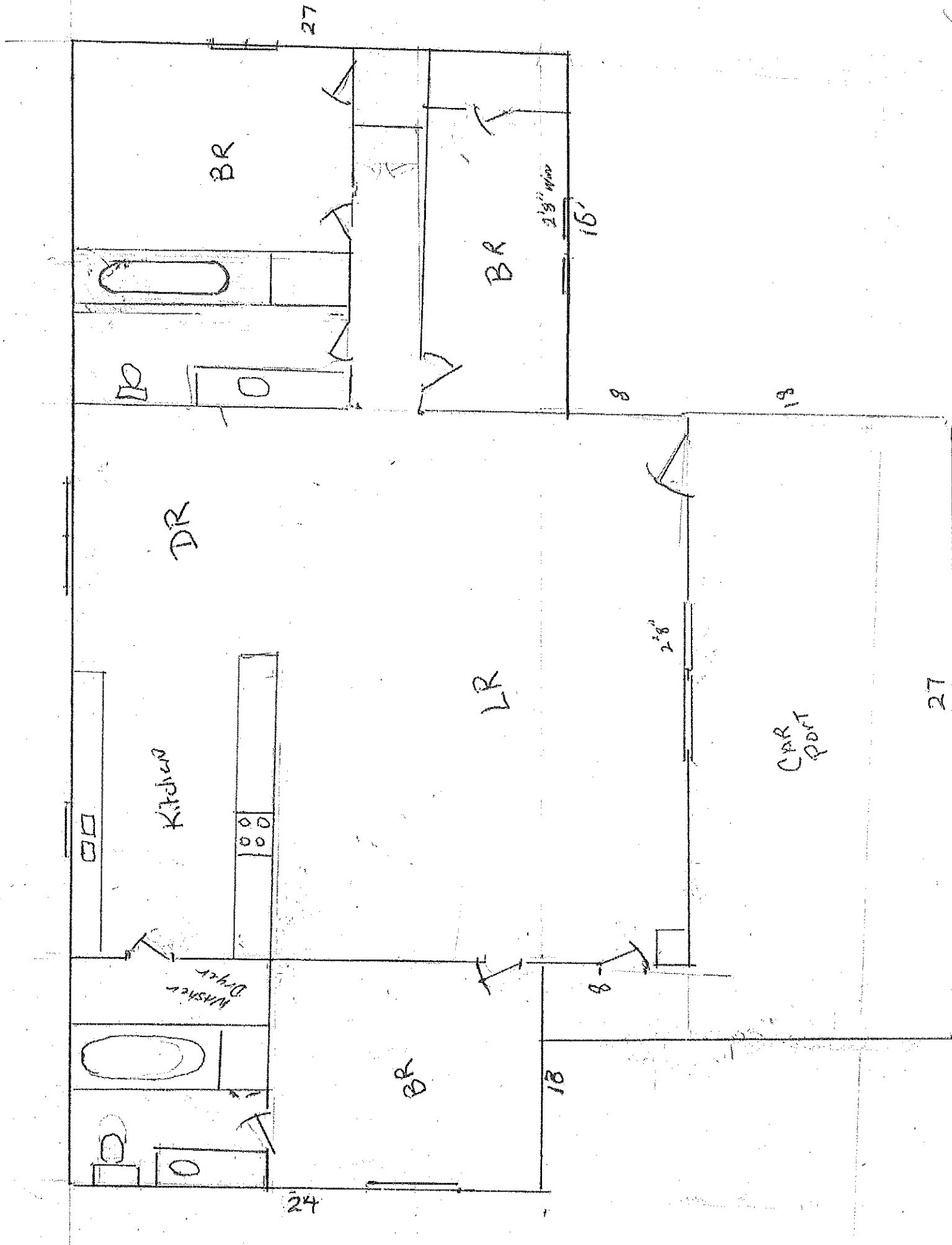
3-13-18

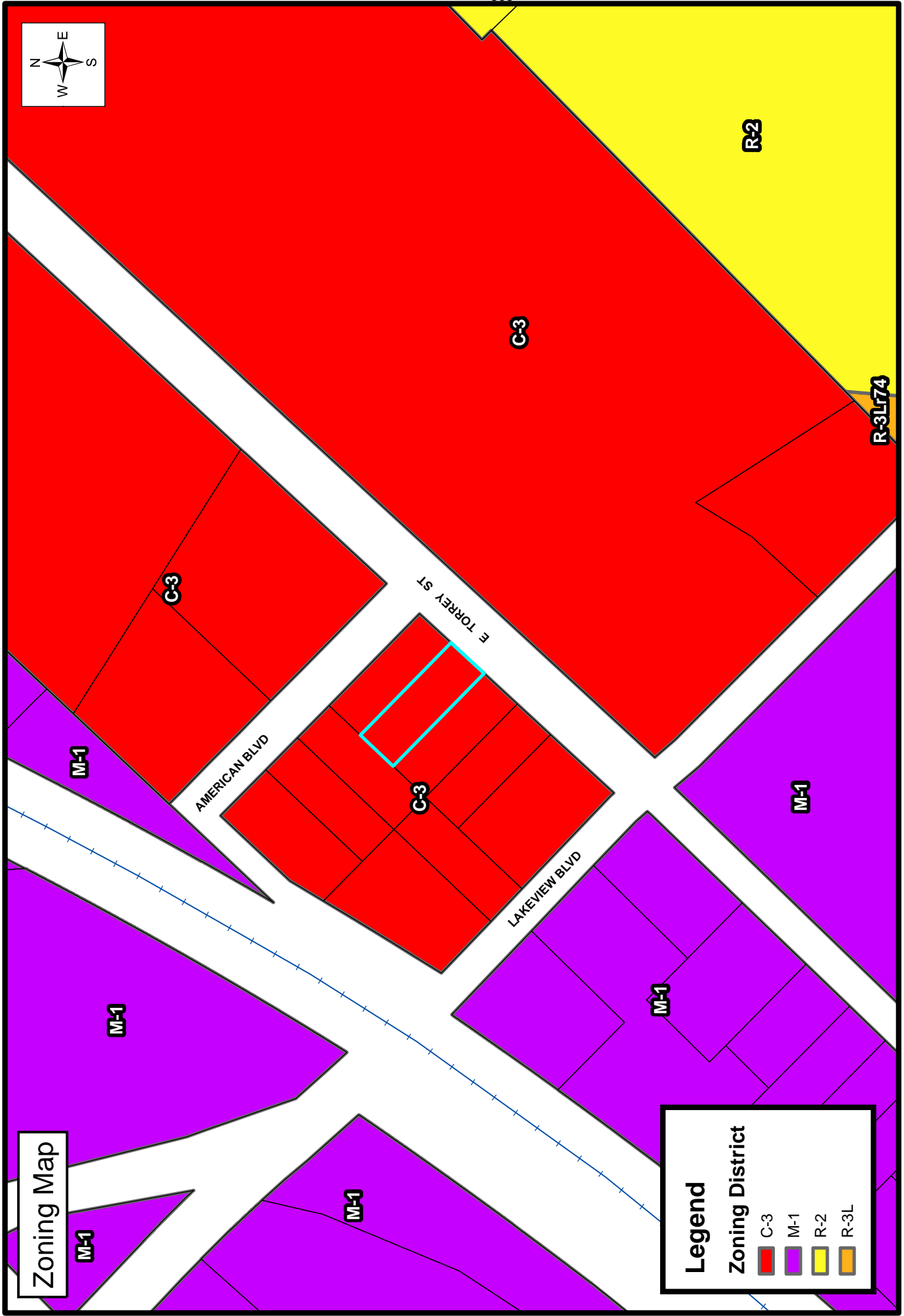
[Signature]
Signature of Owner(s)/Agent

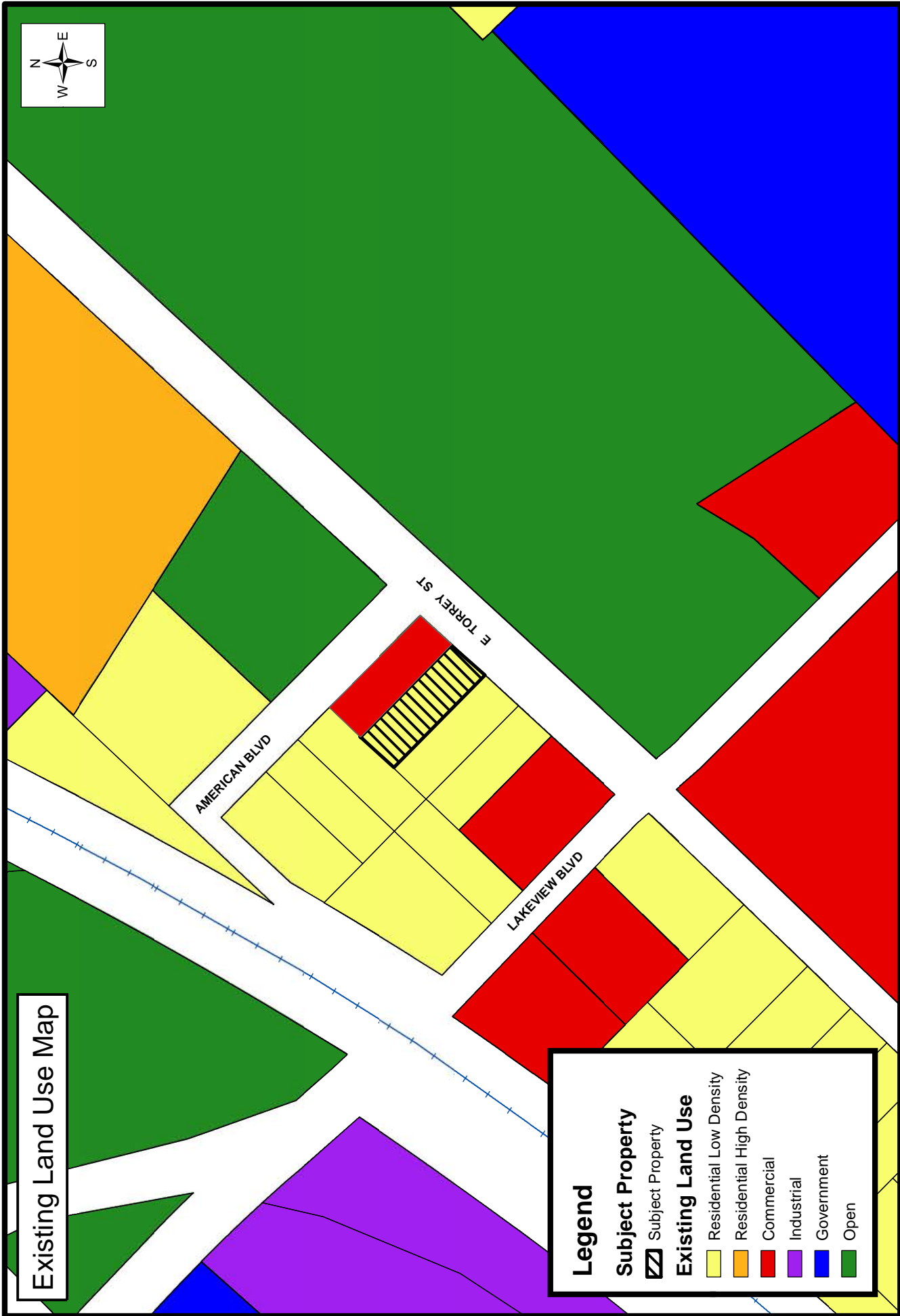
Date 3-13-18
Christina Booe / owner
Print Name & Title

For Office Use Only			
Fee Received By: <u>CS</u>	Amount: <u>500 + 115</u>	Receipt No.: <u>238013</u>	
Date Received: _____	Zoning signs issued: _____	Date: _____	No.: _____



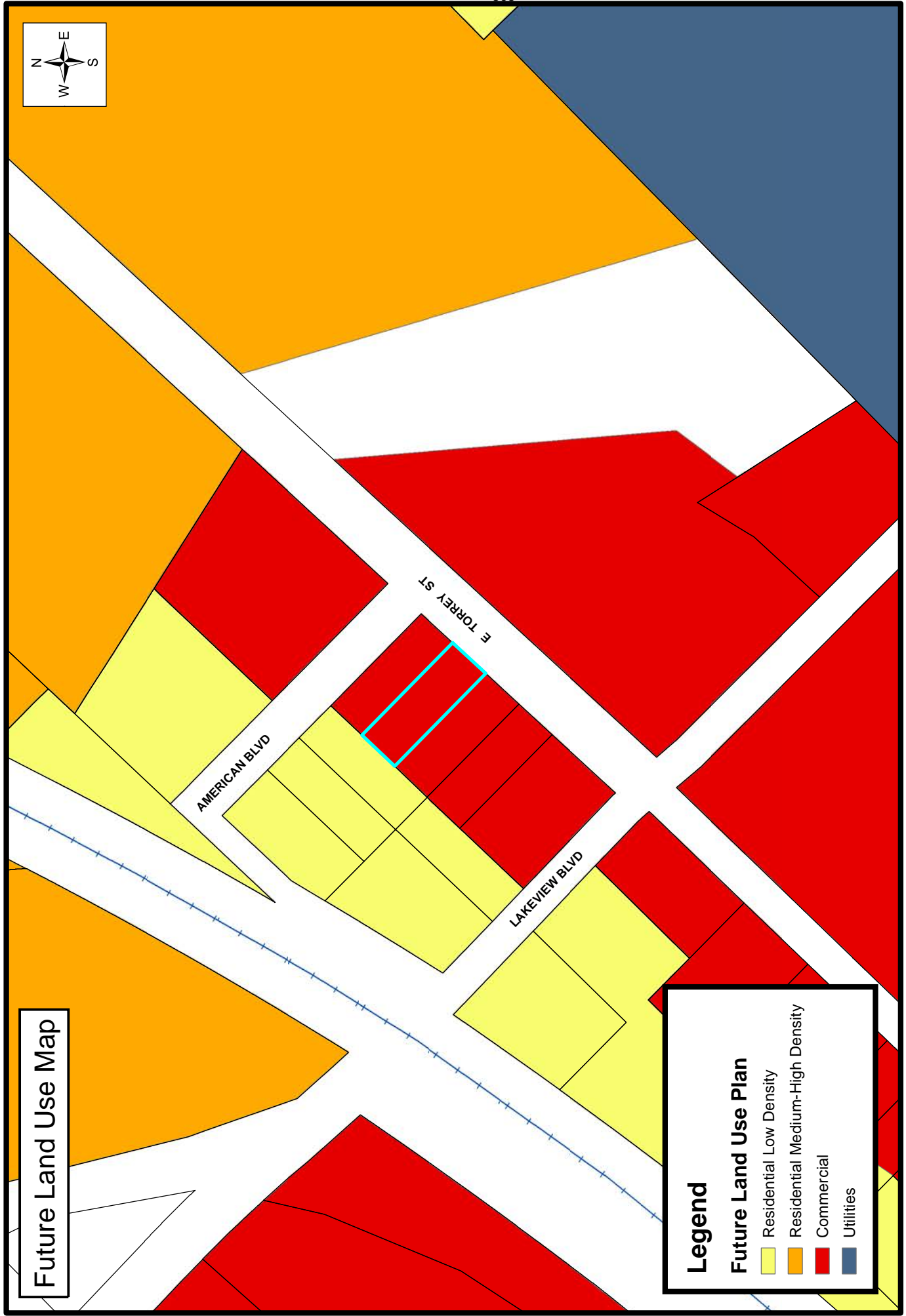








Future Land Use Map



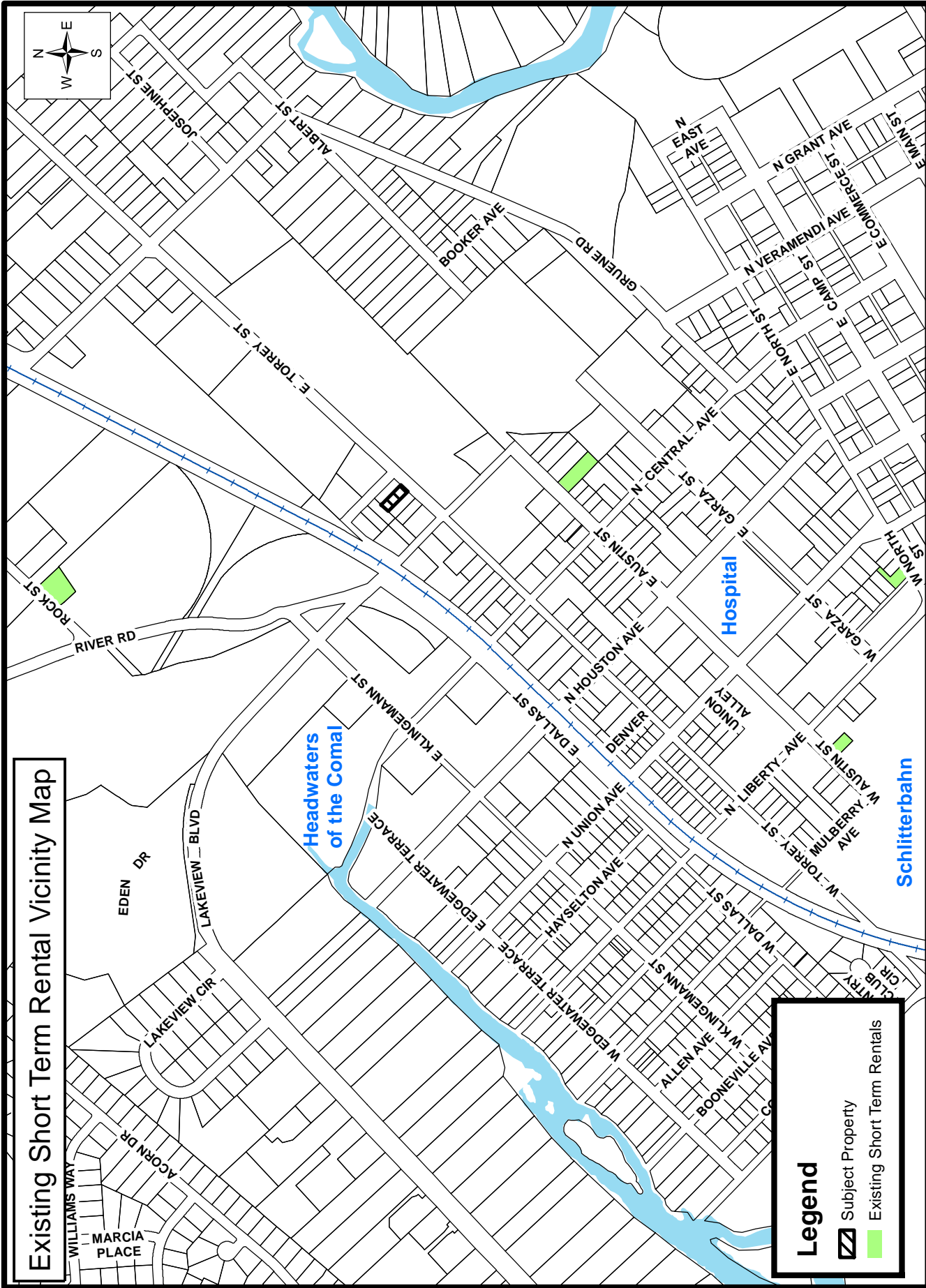
Legend

Future Land Use Plan

- Residential Low Density
- Residential Medium-High Density
- Commercial
- Utilities



PZ-18-009
481 E. Torrey St.
SUP for Short Term Rental in the C-3 District



Map Created: 5/4/2018

PZ-18-009
 481 E. Torrey St.
 SUP for Short Term Rental in the C-3 District



PLANNING COMMISSION – May 1, 2018
City Hall Council Chambers, 550 Landa Street

Address/Location: 481 E. Torrey – SUP for Short term rental

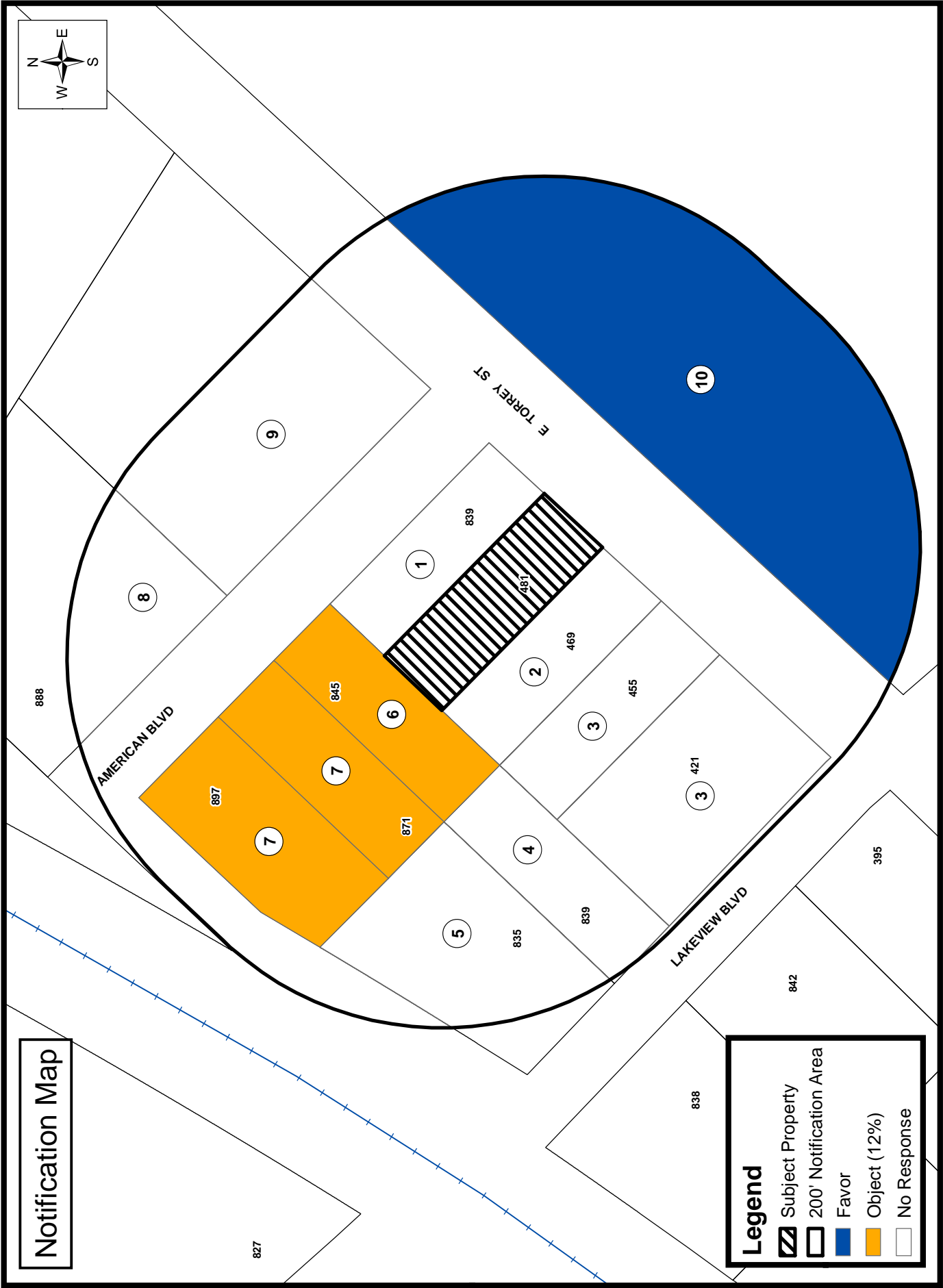
Applicant: Christina Booe

Case #: Z-18-009

The circled numbers on the map correspond to the property owners listed below. All information is from the Comal Appraisal District Records. The property under consideration is marked "Subject."

1. Hermes Glenn P
2. Taylor Daniel & Amy Van Liere
3. Loesch Frances C
4. Cunningham Neil E
5. Haecker Travis J
6. Schaefer Alton Joe
7. Koepp Patrick B & Theresa S
8. Torres Carmen U
9. American Boulevard LLC
10. Bock Bennie W II & Kathryn H

SEE NOTIFICATION MAP



YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ-18-009 hm

Name: Bennie Bock #

Address: _____

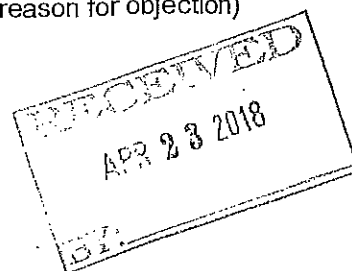
Property number on map: 10

Comments: (Use additional sheets if necessary)

Signature: Bennie BockI favor: do not oppose,

I object: _____

(State reason for objection)



YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ-18-009 hm

Name: Alton SchaeferAddress: 845 American BlvdProperty number on map: 6

Comments: (Use additional sheets if necessary)

Signature: Alton Schaefer

RECEIVED

APR 30 2018

I favor: _____

I object: Lg Party's law called

(State reason for objection)

to home of renters
more than 1 time
in same night.
Disrespecting Neighbors
Disturbing Elderly on American
Street. 1 and 2 AM hours

YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ-18-009 hm

Name: Patrick & Theresa KoepfAddress: 871 & 897 AmericanProperty number on map: 7

Comments: (Use additional sheets if necessary)

Signature: Theresa Koepf

RECEIVED

MAY - 1 2018

BY: _____

I favor: _____

I object: X

(State reason for objection)

Visitors would be drunk & out of control
Already had to call cops 1 1/2 weeks ago. Destroys
tranquility of retiree area of housing



3.3-9. "C-3" commercial district. The following regulations shall apply in all "C-3" districts:

- (a) *Authorized uses.* Uses permitted by right shall be those set forth in the Land Use Matrix in Section 4 of this Appendix. The allowed uses in the district, which are intended to be identical with those listed in the Land Use Matrix, are as follows:

(1) *Uses permitted by right.*

Residential uses:

- Accessory building/structure
- Accessory dwelling (one accessory dwelling per lot, no kitchen)
- Bed and breakfast inn (see Sec. 5.6)
- Boardinghouse/lodging house
- Community home (see definition)
- Duplex / two-family / duplex condominiums
- Family home adult care
- Family home child care
- Home Occupation (See Sec. 5.5)
- Multifamily (apartments/condominiums)
- One family dwelling, detached
- Rental or occupancy for less than one month (see Sec. 5.17)
- Residential use in buildings with the following non-residential uses
- Single family industrialized home (see Sec. 5.8)

Non-residential uses:

- Accounting, auditing, bookkeeping, and tax preparations
- Adult day care (no overnight stay)
- Adult day care (with overnight stay)
- Aircraft support and related services
- All terrain vehicle (ATV) dealer / sales
- Ambulance service (private)
- Amphitheater
- Amusement devices/arcade (four or more devices)
- Amusement services or venues (indoors) (see Sec. 5.13)
- Amusement services or venues (outdoors)
- Animal grooming shop
- Answering and message services
- Antique shop
- Appliance repair
- Armed services recruiting center
- Art dealer / gallery
- Artist or artisan's studio
- Assembly/exhibition hall or areas
- Athletic fields
- Auction sales (non-vehicle)
- Auto body repair, garages (see Sec. 5.11)
- Auto glass repair/tinting (see Sec. 5.11)
- Auto interior shop / upholstery (see Sec. 5.11)
- Auto leasing
- Auto muffler shop (see Sec. 5.11)
- Auto or trailer sales rooms or yards (see Sec. 5.12)
- Auto or truck sales rooms or yards - primarily new (see Sec. 5.12)
- Auto paint shop
- Auto repair as an accessory use to retail sales (see Sec. 5.11)
- Auto repair garage (general) (see Sec. 5.11)
- Auto supply store for new and factory rebuilt parts

Auto tire repair /sales (indoor)
 Automobile driving school (including defensive driving)
 Bakery (retail)
 Bank, savings and loan, or credit
 Bar/Tavern
 Barber/beauty college (barber or cosmetology school or college)
 Barber/beauty shop, haircutting (non-college)
 Barns and farm equipment storage (related to agricultural uses)
 Battery Charging station
 Bicycle sales and/or repair
 Billiard / pool facility
 Bingo facility
 Bio-medical facilities
 Book binding
 Book store
 Bottling or distribution plants (milk)
 Bottling works
 Bowling alley/center (see Sec. 5.13)
 Broadcast station (with tower) (see Sec. 5.7)
 Bus barns or lots
 Bus passenger stations
 Cafeteria / café / delicatessen
 Campers' supplies
 Car wash (self service; automated)
 Car wash, full service (detail shop)
 Carpet cleaning establishments
 Caterer
 Cemetery and/or mausoleum
 Check cashing service
 Chemical laboratories (not producing noxious fumes or odors)
 Child day care/children's nursery (business)
 Church/place of religious assembly
 Civic/conference center and facilities
 Cleaning, pressing and dyeing (non-explosive fluids used)
 Clinic (dental)
 Clinic (emergency care)
 Clinic (medical)
 Club (private)
 Coffee shop
 Commercial amusement concessions and facilities
 Communication equipment installation and/or repair
 Community building (associated with residential uses)
 Computer and electronic sales
 Computer repair
 Confectionery store (retail)
 Consignment shop
 Contractor's office/sales, with outside storage including vehicles
 Contractor's temporary on-site construction office (only with permit from Building Official; see Sec. 5.10)
 Convenience store with or without fuel sales
 Country club (private)
 Credit agency
 Curio shops
 Custom work shops
 Dance hall / dancing facility (see Sec. 5.13)
 Day camp

Department store
 Drapery shop / blind shop
 Drug sales/pharmacy
 Electrical repair shop
 Electrical substation
 Exterminator service
 Farmers market (produce market - wholesale)
 Farms, general (crops) (see Chapter 6, Municipal Code and Sec. 5.9)
 Farms, general (livestock/ranch) (see Chapter 6, Municipal Code and Sec. 5.9)
 Feed and grain store
 Filling station (fuel tanks must be below the ground)
 Florist
 Food or grocery store with or without fuel sales
 Fraternal organization/civic club (private club)
 Freight terminal, truck (all storage of freight in an enclosed building)
 Frozen food storage for individual or family use
 Funeral home/mortuary
 Furniture manufacture
 Furniture sales (indoor)
 Garden shops and greenhouses
 Golf course (miniature)
 Golf course, public or private
 Governmental building or use
 Greenhouse (commercial)
 Handicraft shop
 Hardware store
 Health club (physical fitness; indoors only)
 Heating and air-conditioning sales / services
 Heavy load (farm) vehicle sales/repair (see Sec. 5.14)
 Home repair and yard equipment retail and rental outlets (no outside storage)
 Hospice
 Hospital, general (acute care/chronic care)
 Hospital, rehabilitation
 Hotel/motel
 Hotels/motels - extended stay (residence hotels)
 Ice delivery stations (for storage and sale of ice at retail only)
 Kiosk (providing a retail service)
 Laundromat and laundry pickup stations
 Laundry, commercial (w/o self serve)
 Laundry/dry cleaning (drop off/pick up)
 Laundry/washateria (self serve)
 Lawnmower sales and/or repair
 Limousine / taxi service
 Locksmith
 Lumberyard (see Sec. 5.15)
 Lumberyard or building material sales (see Sec. 5.15)
 Maintenance/janitorial service
 Major appliance sales (indoor)
 Market (public, flea)
 Martial arts school
 Medical supplies and equipment
 Metal fabrication shop
 Micro brewery (onsite manufacturing and/or sales)
 Mini-warehouse/self storage units with outside boat and RV storage
 Mini-warehouse/self storage units (no outside boat and /RV storage permitted)
 Motion picture studio, commercial film

Motion picture theater (indoors)
 Motion picture theater (outdoors, drive-in)
 Motorcycle dealer (primarily new / repair)
 Moving storage company
 Moving, transfer, or storage plant
 Museum
 Needlework shop
 Non-bulk storage of fuel, petroleum products and liquefied petroleum
 Nursing/convalescent home/sanitarium
 Offices, brokerage services
 Offices, business or professional
 Offices, computer programming and data processing
 Offices, consulting
 Offices, engineering, architecture, surveying or similar
 Offices, health services
 Offices, insurance agency
 Offices, legal services - including court reporting
 Offices, medical offices
 Offices, real estate
 Offices, security/commodity brokers, dealers, exchanges and financial services
 Park and/or playground (private or public)
 Parking lots (for passenger car only) (not as incidental to the main use)
 Parking structure/public garage
 Pawn shop
 Personal watercraft sales (primarily new / repair)
 Pet shop / supplies (10,000 sq. ft. or less)
 Pet store (more than 10,000 sq. ft.)
 Photo engraving plant
 Photographic printing/duplicating/copy shop or printing shop
 Photographic studio (no sale of cameras or supplies)
 Photographic supply
 Plant nursery
 Plant nursery, with retail sales
 Plumbing shop
 Portable building sales
 Propane sales (retail)
 Public recreation/services building for public park/playground areas
 Publishing/printing company (e.g., newspaper)
 Quick lube/oil change/minor inspection
 Radio/television shop, electronics, computer repair
 Recreation Buildings (private or public)
 Recycling kiosk
 Refreshment/beverage stand
 Research lab (non-hazardous)
 Restaurant with drive-through
 Restaurant/prepared food sales
 Retail store and shopping center
 Retirement home/home for the aged (public)
 RV park
 RV/travel trailer sales
 School, K-12 (public or private)
 School, vocational (business/commercial trade)
 Security monitoring company
 Security systems installation company
 Shoe repair shops
 Sign manufacturing/painting plant

Storage - exterior storage for boats and recreational vehicles
 Storage in bulk
 Studio for radio or television (without tower)
 Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.)
 Tailor shop
 Tattoo and body piercing studio
 Taxidermist
 Telemarketing agency
 Telephone exchange buildings (office only)
 Tennis court (commercial)
 Theater (non-motion picture; live drama)
 Tire sales (outdoors)
 Tool rental
 Transfer station (refuse/pick-up)
 Travel agency
 Truck Stop
 University or college (public or private)
 Upholstery shop (non-auto)
 Used or second hand merchandise/furniture store
 Vacuum cleaner sales and repair
 Veterinary hospital (with or without outside animal runs or kennels) with the exception that outdoor kennels may not be used between the hours of 9:00 p.m. and 7:00 a.m. and are prohibited adjacent to residential
 Video rental / sales
 Warehouse / office and storage / distribution center
 Waterfront amusement facilities - berthing facilities sales and rentals
 Waterfront amusement facilities - boat fuel storage / dispensing facilities
 Waterfront amusement facilities - boat landing piers / launching ramps
 Waterfront amusement facilities – swimming / wading pools / bathhouses
 Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system
 Welding shop
 Wholesale sales offices and sample rooms
 Woodworking shop (ornamental)

Any comparable business or use not included in or excluded from any other district described herein.

- (2) *Conflict.* In the event of conflict between the uses listed in the Land Use Matrix and those listed in Subsection (1), the uses listed in this subsection shall be deemed those authorized in the district.

(b) *Maximum height, minimum area and setback requirements:*

(1) Non-residential uses.

- (i) *Height.* 120 feet.
- (ii) *Front building setback.* No building setback required.
- (iii) *Side building setback.* No side building setback is required except that where a side line of a lot in this district abuts upon the side line of a lot in a "R" or "B-1" zone, a side building setback of not less than five feet shall be provided.
- (iv) *Rear building setback.* 20 feet.

- (v) *Residential setback.* Effective November 8, 2006, where a non-residential building abuts a one or two family use or zoning district, the setback from the one or two family property line shall be at least 20 feet plus one foot for each foot of building height over 20 feet.
 - (vi) *Width of lot.* The minimum width of a lot shall be 60 feet, provided that where a lot has less width than required and such lot was in separate ownership prior to February 4, 1984, this requirements will not prohibit the construction of a use enumerated in this district.
 - (vii) *Lot depth.* 100 feet.
 - (viii) *Parking.* See Section 5.1 for permitted uses' parking.
- (2) One family dwellings.
- (i) *Height.* 45 feet.
 - (ii) *Front building setback.* 25 feet.
 - (iii) *Rear building setback.* 20 feet.
 - (iv) *Side building setback.* There shall be a side building setback on each side of a building not less than five feet in width. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the rear lot lines of the adjacent lots. Buildings on corner lots shall have 25-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the side lot lines of the adjacent lots.
 - (v) *Garage setback.* Where a driveway is located in front of a garage, the garage shall be setback 20 feet from the right-of-way or the driveway to the garage shall be at least 20 feet long to provide enough space for a vehicle to park without overhanging into the right-of-way, if the garage door is closed. (See Illustration 8 in Sec. 5.1-1)
 - (vi) *Width of lot.* The minimum width of an interior lot shall be 60 feet and the minimum width of a corner lot shall be 70 feet, provided that where a lot has less width than herein required, and such lot was in separate ownership prior to September 25, 1967, this requirement will not prohibit the erection of a one-family dwelling.
 - (vii) *Lot area.* Every single-family dwelling hereafter erected or altered shall have a lot area of not less than 6,600 square feet per family for interior lots, and 7,000 square feet per family for corner lots. Where a lot was legally under separate ownership prior to September 25, 1967, but has an area less than the minimum required in this provision, this regulation shall not prohibit the erection of a one-family residence. Where a public or community sewer is not available and in use for the disposal of all sanitary sewage, each lot shall provide not less than one half acre and one acre on the Edwards Aquifer Recharge Zone.
 - (viii) *Lot depth.* 100 feet.
 - (ix) *Parking.* Two off-street parking spaces shall be provided for each one-family detached dwelling. See Section 5.1 for other permitted uses' parking.
- (3) Duplexes.
- (i) *Height.* 45 feet.
 - (ii) *Front building setback.* 25 feet.
 - (iii) *Rear building setback.* 20 feet.

- (i) *Side building setbacks.* There shall be a side building setback on each side of a building not less than five feet in width. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the rear lot lines of the adjacent lots. Buildings on corner lots shall have 25-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the side lot lines of the adjacent lots.
 - (v) *Garage setback.* Where a driveway is located in front of a garage, the garage shall be setback 20 feet from the right-of-way or the driveway to the garage shall be at least 20 feet long to provide enough space for a vehicle to park without overhanging into the right-of-way, if the garage door is closed. (See Illustration 8 in Sec. 5.1-1)
 - (vi) *Width of lot.* The minimum width of an interior lot shall be 60 feet and the minimum width of a corner lot shall be 70 feet
 - (vii) *Lot area.* Duplexes hereafter erected or altered shall have a lot area of not less than 8,000 square feet for an interior lot and 8,500 square feet for a corner lot. Where a lot was legally under separate ownership prior to September 25, 1967, but has an area less than the minimum required in this provision, this regulation shall prohibit the erection of a two-family residence. Where a public or community sewer is not available and in use for the disposal of all sanitary sewage, each lot shall provide not less than one acre and approved by the City Sanitarian.
 - (viii) *Lot depth.* 100 feet.
 - (ix) *Parking.* Two off-street parking spaces shall be provided for each two-family dwelling unit. See Sec. 5.1 for other permitted uses' parking.
- (4) Multifamily dwellings.
- (i) *Height.* 45 feet; 60 feet when a pitched roof is used (minimum 4:12 slope).
 - (ii) *Front building setback.* 25 feet.
 - (iii) *Rear building setback.* 25 feet.
 - (iv) *Side building setback.* There shall be a side building setback on each side of a building not less than five feet in width. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the rear lot lines of the adjacent lots. Buildings on corner lots shall have 25-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the side lot lines of the adjacent lots.
 - (v) *Garage setback.* Where a driveway is located in front of a garage, the garage shall be setback 20 feet from the right-of-way or the driveway to the garage shall be at least 20 feet long to provide enough space for a vehicle to park without overhanging into the right-of-way, if the garage door is closed. (See Illustration 8 in Sec. 5.1-1)
 - (vi) *Residential setback.* Effective November 8, 2006, where a multifamily dwelling abuts a one or two family use or zoning district, the setback from the one or two family property line shall be at least 20 feet plus one foot for each foot of building height over 20 feet.
 - (vii) *Width of lot.* The minimum width of an interior lot shall be 60 feet and the minimum width of a corner lot shall be 70 feet, provided that where a lot has less width than herein required, and such lot was in separate ownership prior to September 25, 1967, this requirement will not prohibit the erection of a one-family dwelling.

- (viii) *Lot area.* The minimum lot area for a multifamily dwelling shall be 15,000 square feet; for each unit over ten an additional 1,500 square feet of lot area shall be required. Where public or community sewer is not available and in use, for the disposal of all sanitary sewage, multifamily developments shall be approved by the City Sanitarian.
- (ix) *Lot coverage.* For multifamily structures, the combined area of all yards shall be at least 55 percent of the total lot or tract; provided, however, that in the event enclosed parking is provided the minimum total yard area requirement shall be 40 percent of the total lot or tract.
- (x) *Distance between structures.* For multifamily structures, there shall be a minimum of ten feet between structures side by side; a minimum of 20 feet between structures side by front or rear; a minimum of 40 feet between structures front to front; and a minimum of ten feet between structures backing rear to rear, and a minimum of 20 feet front to rear. (See Illustration 1 in Sec. 3.3-3)
- (xi) *Lot depth.* 100 feet.
- (xii) *Parking.* For apartments, apartment hotel units and other multifamily dwellings, off-street parking spaces shall be provided in accord with the following schedule:
 1. One-bedroom apartment or unit . . . 1 1/2 spaces
 2. Two-bedroom apartment or unit . . . 2 spaces
 3. Each Additional bedroom . . . 1/2 space
 4. Each dwelling unit provided exclusively for low income elderly occupancy . . . 3/4 space ("Low income elderly" is defined as any person 55 years of age or older with low or moderate income, according to HUD standards.)

3.6. *Special Use Permits.*

- 3.6-1. *Compatible and orderly development.* A special use permit may be granted to allow compatible and orderly development which may be suitable only in certain locations and zoning districts if developed in a specific way or only for a limited period of time.
- 3.6-2. *Application processing.* Application for a Special Use Permit shall be processed in accordance with Section 2.1 of this Chapter and shall include the pertinent information as determined by the type of Special Use Permit and additional information as determined by the Planning Director, the Planning Commission or the City Council.

Types of Special Use Permit:

Type 1. Regulates land use only; does not require specific site plan or schedule. Construction within a Type 1 Special Use Permit will comply with all of the standard construction requirements for the approved use at the time of construction permit, including drainage plans, TIA, driveway location, and landscaping.

Type 2. Requires a site plan drawn to scale and shall show the arrangement of the project in detail, including parking facilities, locations of buildings, uses to be permitted, landscaping, and means of egress and ingress.

- 3.6-3. *Standards.* When considering applications for a special use permit, the Planning Commission in making its recommendation and the City Council in rendering its decision on the application shall, on the basis of the site plan, if a Type 2, and other information submitted, evaluate the impact of the special use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Planning Commission and the City Council shall specifically consider the extent to which:
- (a) *Comprehensive plan consistency.* The proposed use at the specified location is consistent with the goals, objectives and policies contained in the adopted Comprehensive Plan;
 - (b) *Zoning district consistency.* The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
 - (c) *Supplemental Standards.* The proposed use meets all supplemental standards specifically applicable to the use as set forth in this Chapter;
 - (d) *Character and integrity.* The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances.

A Type 2 Special Use Permit may include improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts, including but not limited to:

- (1) Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;
- (2) Off-street parking and loading areas;
- (3) Refuse and service areas;
- (4) Utilities with reference to location, availability, and compatibility;

- (5) Screening and buffering, features to minimize visual impacts, and/or set-backs from adjacent uses;
 - (6) Control of signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
 - (7) Required yards and open space;
 - (8) Height and bulk of structures;
 - (9) Hours of operation;
 - (10) Paving of streets, alleys, and sidewalks,
 - (11) Provisions for drainage,
 - (12) Exterior construction material and building design; and
 - (13) Roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.
- (e) *Public health, safety, convenience and welfare.* The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.
- 3.6-4. *Procedures for special use permit (SUP).* Granting of an SUP is considered zoning and as such, all the procedures for changing a zoning district apply to an application for an SUP. After a public hearing and upon the recommendation of the Planning Commission, the City Council may approve, deny or modify the site plan and issue a special use permit containing such requirements and safeguards as necessary to protect adjoining property, including conditions addressing the standards in Section 3.6-3(d).
- 3.6-5. *Revocation.* The SUP for a Type 1 permit may be considered for revocation if a use other than the use approved in the SUP or in the underlying zoning district is developed or other stated requirements are not met. The SUP for a Type 2 permit may be considered for revocation for the following reasons:
- (a) Construction is not begun within five years of the date of approval of the permit.
 - (b) Progress toward completion is not being made. Progress toward completion includes the following:
 - (1) An application for a final plat is submitted;
 - (2) A good faith effort is made to file with a regulatory agency an application for a permit necessary to begin or continue completion of the project;
 - (3) Costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of 5% of the most recent appraised market value of the real property on which the project is located;
 - (4) Security is posted with the city to ensure performance of an obligation required by the city; or

- (5) Utility connection fees or impact fees for the project have been paid to the City or New Braunfels Utilities.
 - (c) *Abandonment of the project.* Abandonment includes development of the property in a way other than provided for by the SUP.
 - (d) Failure to satisfy the conditions of the SUP or follow the site plan made part of the SUP.
 - (e) *Code violations.* Revocation may be considered if there are three or more code violations in a 720 day period.
 - (1) *Notice to property owner.* If the Planning Director finds no less than three violations of any code of ordinances on the property within a 360 day period, he shall advise the applicant of a revocation hearing. The Planning Director shall notify the property owner in writing of the violations and that an administrative hearing will be held concerning the violations. Such notice shall be given at least 10 days prior to the hearing. The Planning Director shall take evidence and conduct an administrative hearing to determine if a revocation procedure should be initiated. Such a determination is not subject to appeal to the Zoning Board of Adjustment.
 - (2) If the Planning Director finds that there is credible evidence that the code of ordinances has been violated, or there have been convictions or guilty pleas in any court of competent jurisdiction, on at least three separate occasions within a 720 day period, and after the administrative hearing, he shall initiate a SUP revocation process.
 - (3) *Appeal to Municipal Court.* Any code violation may be appealed to, or considered by, the Municipal Court Judge. The parties at interest in this appeal may cross examine witnesses.
 - (f) *Revocation process.* The revocation process shall be the same as for a zoning district change, with notice to property owners within 200 feet, public hearing and recommendation by the Planning Commission, and public hearing and ordinance consideration by the City Council.
 - (g) The City Council may deny the SUP revocation, approve the revocation, deny the revocation and add additional restrictions to the SUP, suspend the SUP for a period the Council determines, or amend the SUP with probationary requirements and terms the Council determines.
 - (h) Upon revocation of a special use permit the property subject to the special use permit may be used for any permitted use within the applicable base zoning district.
- 3.6-6. *Compliance with conditions.* Conditions which may have been imposed by the City Council in granting such permit shall be complied with by the grantee before a Certificate of Occupancy may be issued by the Building Official for the use of the building on such property.
- 3.6-7. *Telecommunication towers and/or antennas.* See Sec. 5.7
- 3.6-8. *Deviation from Code.* The City Council may approve a special use permit with deviations to any provision of the Code of Ordinances. Such deviations shall be listed or shown in or as part of the Ordinance approving the special use permit.

5.17. Short term rental or occupancy.

5.17-1 Purpose This section is intended to provide a procedure to allow the rental of private residences to visitors on a short-term basis, while ensuring that such rental use does not create adverse impacts to residential neighborhoods due to excessive traffic, noise, and density. Additionally, this section is intended to ensure that the number of occupants within such rental units does not exceed the design capacity of the structure to cause health and safety concerns, and that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions.

5.17-2 Definitions:

“Adult” means an individual 17 years of age or older.

“Bedroom” means a room designated and used primarily for sleeping and rest on a bed.

“Floodway” means the channel for a river or other water course and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

“Non-Residential District” means the following zoning districts: R-3, R-3L, R-3H, MU-A, MU-B, C-1, C-1A, C-1B, C-2, C-2A, C-3, C-4, C-4A, C-4B, C-O, M-1, M-1A, and M-2A. This includes all subsequently approved Special Districts identified as Non-Residential unless otherwise specified within the Special District.

“Occupant” means the person or persons who have rented the Short Term Rental and their guest(s).

“Operator” means every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government or any other group or combination acting as a unit who is the proprietor of a Short Term Rental, whether in the capacity of owner, lessee, sub-lessee, mortgagee in possession, license or any capacity. Where the operator performs his or her functions through a managing agent of any type of character, other than an employee, or where the operator performs his or her functions through a rental agent, the managing agent or the rental agent shall have the same duties as his or her principal.

“Owner” means the person or entity that holds legal and/or equitable title to the private property.

“Residential District” means the following zoning districts: R-1, R-1A-43.5, R-1A-12, R-1A-8, R-1A-6.6, R-2, R-2A, B-1, B-1A, B-1B, TH, TH-A, ZH, ZH-A and SND-1. This includes all Special and Planned Development Districts identified as Residential unless otherwise specified within the Special District.

“Resort Condominiums” means a form of housing tenure and other real property where a specified part of a piece of real estate (usually of an apartment house) is individually owned and rented out for use of persons for less than 30 days while use of and access to common facilities in the piece such as hallways, heating system, elevators, exterior areas is executed under legal rights associated with the individual ownership and controlled by the association of owners that jointly represent ownership of the whole piece.

“Resort Property” means a compound of buildings and facilities located together that provides lodging, entertainment and a relaxing environment to people on vacation. This includes 24 hour security and 24 hour front desk personnel. These units comply with all commercial building code standards.

“Short Term Rental” means the rental for compensation of one- or two -family dwellings, as defined in the IRC (International Residential Code), for the purpose of overnight lodging for a period of not less than one (1) night and not more than thirty (30) days other than ongoing month-to-month tenancy granted to the same renter for the same unit. This is not applicable to hotels, motels, bed and breakfasts, resort properties as defined in this ordinance or resort condominiums.

“Short Term Rental Decal” means the decal issued by the City as part of a Short Term Rental permit that identifies the subject property as a Short Term Rental, the Short Term Rental permit number, the owner or rental agent’s name and 24-hour emergency contact phone number of either the owner or the rental agent.

“Sleeping Area” means a room or other space within a Dwelling designed or used for sleeping, including a Bedroom. Tents and Recreational Vehicles shall not be considered a Sleeping Area.

5.17-3 Applicability.

- (a) Short Term Rental within Residential Districts is prohibited.
- (b) Short Term Rental is prohibited in any floodway located within the city limits, regardless of zoning district.
- (c) A Short Term Rental Permit is required prior to the use of a one family or two family dwelling as a Short Term Rental located within a Non-Residential District. Subject to Subsection (d), Standards, of this Section, an Owner shall obtain and maintain a current permit whenever a dwelling is used as a Short Term Rental. Annual inspection is required as specified in Subsection (f), Inspections, of this Chapter. A Special Use Permit is required in all zoning districts except C-4, C-4A and C-4B.
- (d) Within one hundred and eighty (180) days of the effective date of this Ordinance, the Owner or Operator of each existing legally established short term rental shall apply for and pay the permit fee for a Short Term Rental Permit. Within forty-five (45) days of receipt of a completed application, the permit fee and compliance with Subsection (e), Short Term Rental Permit, of this Section, a permit shall be issued to the Owner or Operator that will be good for one (1) year from the date issued and subject to the annual renewal inspection by the Fire Marshal. Ability to approve said permit is predicated on verification that the short term rental is in compliance with Section 2.3(b, c, d), Nonconforming Use.

5.17-4 Standards. All Short Term Rentals permitted pursuant to this Chapter are subject to the following standard requirements:

- (a) **Occupancy.** The maximum number of persons allowed to reside in a Short Term Rental is two (2) adults per Sleeping Area plus an additional four (4) adults per residence.
- (b) **Short Term Rental Decal Display.** As part of a Short Term Rental Permit, the City issued Short Term Rental Decal shall be posted on the front of each Short Term Rental in a location that is accessible and legible to an individual at the entry of the Short Term Rental.
- (c) **Parking.** A minimum of one (1) off-street parking space, not including the garage, per Sleeping Area shall be provided with a minimum of two (2) and a maximum not to exceed the number of Sleeping Areas plus one (1). No required parking shall be permitted within public right-of-way or access easements as defined by City and State regulations regarding parking.
- (d) **Life Safety.**
 - (1) All building and fire related construction shall conform to the City’s adopted IRC (International Residential Code) building code.
 - (2) A 2A:10B:C type fire extinguisher (a standard 5 lb. extinguisher) shall be properly mounted within 75 feet of all portions of the structure on each floor.
 - (3) Every sleeping room shall have at least one operable emergency escape and rescue opening.
 - (4) An evacuation plan posted conspicuously in each Sleeping Area.
 - (5) Every bedroom / sleeping area in a Short Term Rental that does not comply with Subsection (d)(4), Life Safety, of this Section shall not be used as a Sleeping Area and where equipped with a door, shall remain locked at all times when the Dwelling is being

used as a Short Term Rental. Such a non-compliant sleeping area shall not be included in the maximum occupancy calculation for the Short Term Rental. The owner / operator shall notify every Occupant, in writing, that the non-compliant Sleeping Area may not be used for sleeping.

(e) *Conduct on premises.*

- (1) Each occupant and visitor to a Short Term Rental shall comply with all applicable provisions of the City's Code, including, without limitation: noise and disorderly conduct restrictions from Chapter 82, Offenses and Miscellaneous Provisions; litter prohibition from Chapter 50, Environment; and others such as parking, and trespassing provisions. No occupant of or visitor to a Short Term Rental shall cause or permit a public nuisance to be maintained on such property. This information shall be included in the rental agreement and inside the Short Term Rental as specified in Subsection (7), Tenant Indoor Notification, below.
- (2) All Occupants shall be informed in writing of relevant City ordinance including, but not limited to, the City's nuisance and water conservation ordinances by the Owner/Operator of the Short Term Rental.
- (3) Excessive noise or other disturbance outside the Short Term Rental is prohibited between the hours of 10:00 p.m. and 8:00 a.m. This includes, but is not limited to, decks, portals, porches, balconies, patios, hot tubs, pools, saunas or spas.
- (4) No sleeping outdoors.

(f) *Signage.* Signage shall be in compliance with the City's current Sign Code.

(g) *Tenant Indoor Notification.* The Operator shall post in a conspicuous location of the Dwelling the following minimum information:

- (1) Maximum number of occupants.
- (2) Location of required off-street parking, other available parking and prohibition of parking on landscaped areas.
- (3) Quiet hours and noise restrictions.
- (4) Restrictions of outdoor facilities.
- (5) 24 hour contact person and phone number.
- (6) Property cleanliness requirements.
- (7) Trash pick-up requirements, including location of trash cans.
- (8) Flooding hazards and evacuation routes. Including information on the emergency siren system.
- (9) Emergency numbers.
- (10) Notice that failure to conform to the occupancy and parking requirements is a violation of the City's Municipal Code and occupant or visitor can be cited.
- (11) Other useful information about the community.

(h) *Rental Agreement Notification.* The rental agreement between the owner/operator of the Short Term Rental and the occupant shall include by attachment, all of the information provided on the Tenant Indoor Notification signage.

5.17-5 Short Term Rental Permit.

(a) *Application.* Application for a Short Term Rental Permit shall be in writing on an application form available in the Planning Director's office, shall be accompanied by a one-time payment of the fee of \$50 and shall include the following information, at a minimum:

- (1) A list of all Owners of the short term rental including names, address and telephone numbers.
- (2) A sketch or narrative describing the location of the available parking spaces as required by Subsection d(3), Parking, of this Section.
- (3) A sketch of the floor plan.
- (4) The name, address and 24 hour telephone numbers of a contact person who shall be responsible and authorized to respond to complaints concerning the use of the Short Term Rental.
- (5) Proof of Hotel Occupancy Tax compliance with Chapter 351 of the Tax Code, before permit is granted.

- (6) A statement that the Owner of the Short Term Rental has met and will continue to comply with the standards and other requirements of this Ordinance.
- (7) Provide current email address of Owner/Operator, if applicable.
- (8) If Owner/Operator has a property management or agent, Owner/Operator shall provide property management or agent phone number, mailing address and email address.
- (b) *Completeness of Application.* If the application is incomplete or the full fee has not been paid, the Planning Director shall notify the applicant in writing, within 10 business days of the date of the application, that the application is incomplete and will not be considered by the City until the application is complete and/or the full fee is paid. If the full fee is not paid or the application is not complete within 45 days of the date of the application, the application shall expire.
- (c) *Annual Renewal.* A Short Term Rental Permit will be renewed annually through an inspection conducted by the Fire Marshal to verify continued compliance with Subsection 17-4, Standards, of this Section.
- (d) *Transferability.* A Short Term Rental Permit is transferable to a new property owner, if the new property owner submits a Short Term Rental Permit application and agrees in writing to comply with the requirements of this Ordinance. A new Owner must apply for a Short Term Rental Permit within ninety (90) days from the closing date of the purchase. The new Owner must provide a copy of the closing statement with the Short Term Rental Permit application form. Failure of the new property owner to apply for permit within ninety (90) days from the closing date will revoke the Short Term Rental Permit. Short Term Rentals existing prior to the effective date of this ordinance that are non-conforming to the zoning for which property is located, but obtained a permit in compliance with Subsection 17-3(d), Applicability, shall become null and void if the new Owner fails to apply for the Short Term Rental Permit within ninety (90) days from the date of the deed of the new Owner's purchase.
- (e) *Appeal.* If an application for a Short Term Rental Permit or renewal is denied, the Owner or Operator may appeal to the Planning and Zoning Commission by written notice delivered within thirty (30) days of denial or revocation.

5.17-6 Inspections. To ensure continued compliance with the requirements of this Section a Short Term Rental shall be inspected in the following methods:

- (a) *Transfer Inspection.* As part of the transfer of a Short Term Rental Permit to a new Owner, in accordance with Subsection (e)(4), Transferability, and the issuance of a new Short Term Rental Permit the City's Fire Marshal shall conduct an inspection to verify compliance with this Ordinance.
- (b) *Fire Extinguishers.* The Owner/Operator is responsible for obtaining annual independent inspections of the fire extinguishers in compliance with the City's current Fire Code.
- (c) *Immediate Inspection.* The City will perform inspections immediately when a violation is suspected.
- (d) *Annual Fire Inspection.* The City's Fire Marshal's Office will perform annual inspections for compliance with this Ordinance.

5.17-7 Enforcement/Penalty.

- (a) *Emergency Contact.* The Owner/Operator of the Short Term Rental shall provide the City with a twenty-four (24) hour contact number. Should a law enforcement officer respond to the Short Term Rental and issue a citation for any violation of City Ordinances, the Owner/Operator shall be called by the officer. The Owner/Operator shall attempt to contact the occupants within one hour of the call to address the occupants about the complaints. Should a second complaint be filed and citation issued to any part of the occupants or guests, the Owner/Operator must take appropriate step, in accordance with the individual rental agreement, to assure future complaints do not occur. Should three (3) separate citations be issued to an occupant or their guest(s), involving separate occupants under separate rental agreements within a six (6) month period, the Short Term Rental Permit may be revoked in accordance with the revocation process specified in Subsection (h), Revocation.
- (b) Violations of any Subsection of this Section may revoke the Short Term Rental Permit in accordance with Subsection (h), Revocation.

- (c) Failure to pay Hotel Occupancy Tax timely is considered a violation of this Section and may result in revocation of the Short Term Rental Permit in accordance with Subsection (h), Revocation. Owner shall have 30 days from the date the City or State issue a notice of delinquency to submit delinquent Hotel Occupancy Tax to City and State before revocation of the Short Term Rental Permit begins.
- (d) Failure to successfully complete the renewal process of a Short Term Rental Permit is considered a violation of this Section. Owner shall have 45 days from the date City issues notice of denial to gain compliance of noncompliant items before the revocation of the Short Term Rental Permit begins.
- (e) The provisions of this Subsection are in addition to and not in lieu of any criminal prosecution or penalties as provided by City Ordinances or County or State Law.
- (f) *Proof.* Prima facie proof of occupancy of a Dwelling is established in any prosecution for violation of this Section if it is shown that vehicles with registrations to persons having different surnames and addresses were parked overnight at the Dwelling. Establishment of a prima facie level of proof in this Subsection does not preclude a showing of illegal "occupancy" of a Dwelling by a person in any other manner.
- (g) *Offense.* It is an offense for the property owner, any agent of the property owner, or the occupant(s) to directly occupy or indirectly allow, permit, cause, or fail to prohibit an occupancy in violation of this Ordinance 144-5.17. Each day that a unit is occupied in violation of this ordinance shall be considered a separate offense, and, upon conviction, shall be subject to a minimum fine of \$500.00 to a maximum fine of \$2,000.00 per violation.
- (h) Each day of violation of said Standards and provisions of this Section constitutes a separate offense and is separately punishable, but may be joined in a single prosecution.

5.17-8 *Revocation.* If any violations stated in Subsection (g), Enforcement/Penalty, of this Section have been committed and not corrected within the time specified the Planning Director shall begin the procedures to revoke the Short Term Rental Permit in accordance with the following:

- (a) The City shall give thirty (30) day written notice to the Owner/Operator regarding the public hearing date and recommendation by the Planning Commission, and public hearing and decision by the City Council.
- (b) The City shall provide written notice to property owners within 200 feet of the subject property at least 15 days prior to the hearing.
- (c) If a Short Term Rental Permit is revoked, the Owner/Operator may not reapply for the same property for a period of twelve (12) months.

5.17-9 *Abrogation and Greater Restrictions.* This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Draft Minutes for the May 1, 2018 Planning Commission Regular Meeting

PZ-18-009: Public hearing and recommendation to City Council regarding the proposed rezoning request to apply a Special Use Permit to allow the short term rental of a single-family residence in the "C-3" Commercial District, addressed at 481 East Torrey Street.

(Applicant: C. Booe; Case Manager: H. Mullins)

Mrs. Mullins presented the Staff report and recommended approval, with the following requirements:

1. The existing residential appearance of the building must be maintained.
2. The property will remain in compliance with the approved site plan. Any significant changes to the site plan will require revision to the SUP.

Chair Edwards asked if anyone wished to speak in favor.

Kenneth Booe, 344 Clark Road, Abilene TX, wished to speak in favor. He stated he believed the short-term rental would benefit the neighborhood economically.

Chair Edwards asked if anyone wished to speak in opposition.

Theresa Koepp, 871 and 897 American Blvd, wished to speak in opposition. She stated a short-term rental would not be compatible with the surrounding residences. She reflected on previous issues her tenants had with short-term rental properties and read an article from the local paper regarding short-term rentals.

Motion by Commissioner Laskowski, seconded by Commissioner Tubb, to close the public hearing. The motion carried (7-0-0).

Motion by Vice Chair Sonier, seconded by Commissioner Nolte, to recommend approval to City Council regarding the proposed rezoning request to apply a Special Use Permit to allow the short term rental of a single-family residence in the "C-3" Commercial District, addressed at 481 East Torrey Street, with Staff recommendations. Motion carried, with Commissioner Hoyt in opposition (6-1-0).

ORDINANCE NO. 2018-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS GRANTING A TYPE 2 SPECIAL USE PERMIT TO ALLOW SHORT TERM RENTAL OF A SINGLE FAMILY DWELLING IN THE "C-3" COMMERCIAL DISTRICT, ON LOT 8, CITY BLOCK 5119, ADDRESSED AT 481 EAST TORREY STREET; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

WHEREAS, the City also recognizes that granting such a permit is possible while promoting the health, safety, and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

WHEREAS, it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatibility and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144, of the New Braunfels Code of Ordinances; and

WHEREAS, the property is located in an area suitable for short term rentals; and

WHEREAS, the City Council desires to grant a Type 2 Special Use Permit for Lot 8, City Block 5119, addressed at 481 East Torrey Street, to allow the short term rental of a single family dwelling in the "C-3" Commercial District; **now therefore**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following described tract of land as a "Special Use Permit" for the uses and conditions herein described:

"Being Lot 8, City Block 5119, addressed at 481 East Torrey Street, as delineated in the attached Exhibit 'A', to allow the short term rental of a single family dwelling in the "C-3" Commercial District."

SECTION 2

THAT the Special Use Permit be subject to the following additional restrictions:

1. The existing residential character and appearance of the building must be maintained.
2. The property will remain in compliance with the approved site plat attached as Exhibit 'B'. Any significant changes to the site plan will require a revision to the SUP.
3. Signage must be posted on the premise instructing guests to observe quiet time beginning at 10PM.

SECTION 3

THAT all other ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent that they are in conflict.

SECTION 4

THAT if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

SECTION 5

THIS ordinance will take effect upon the second and final reading of same.

PASSED AND APPROVED: First Reading this the 29th day of May, 2018.

PASSED AND APPROVED: Second Reading this the 11th day of June, 2018.

CITY OF NEW BRAUNFELS

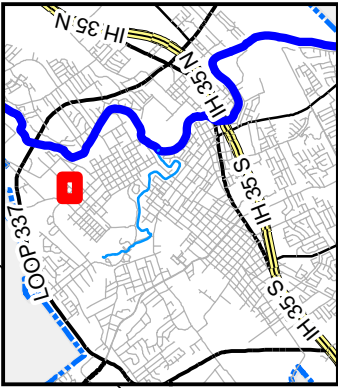
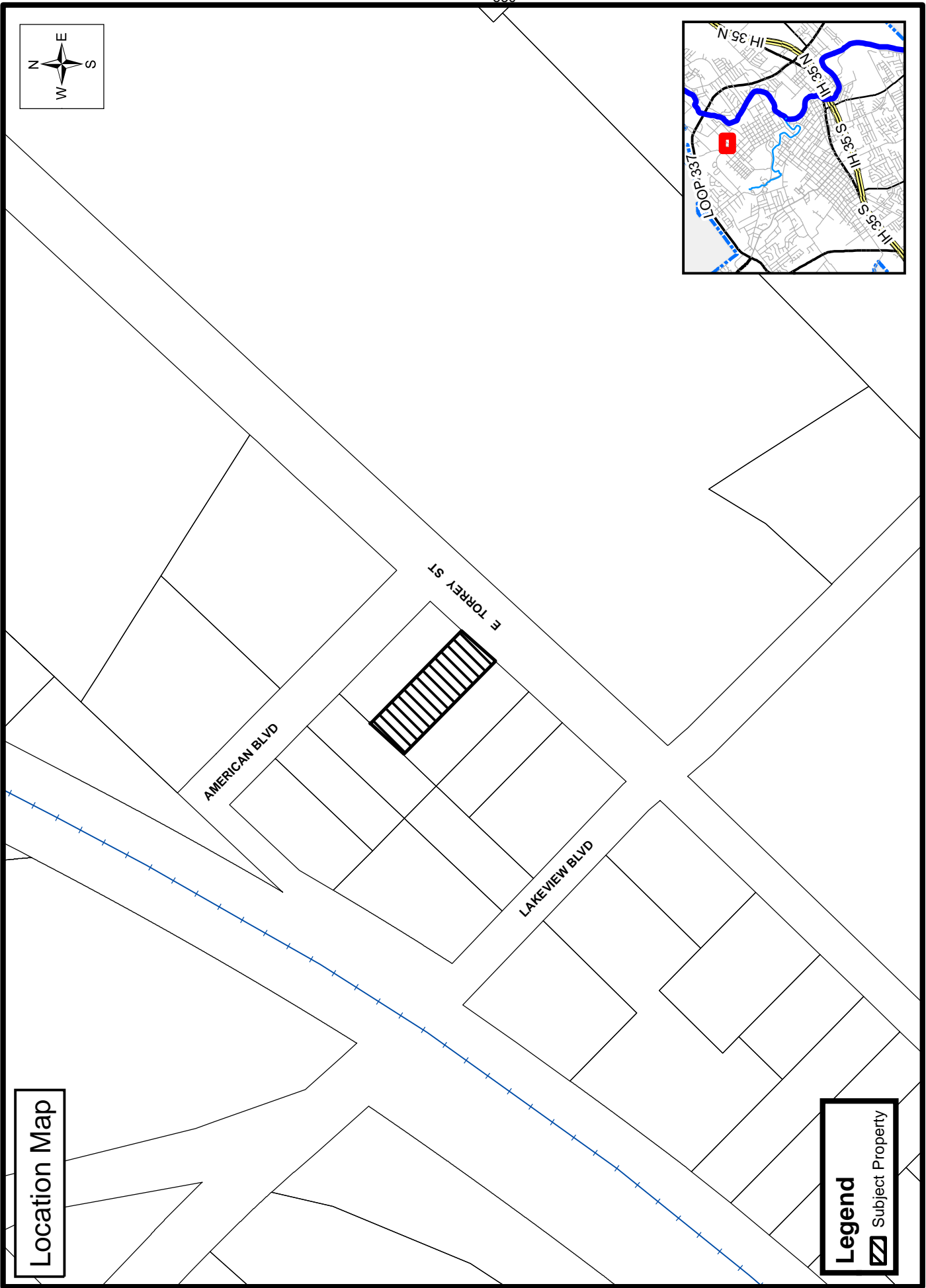
BARRON CASTEEL, Mayor

ATTEST:

PATRICK D. ATEN, City Secretary

APPROVED AS TO FORM:

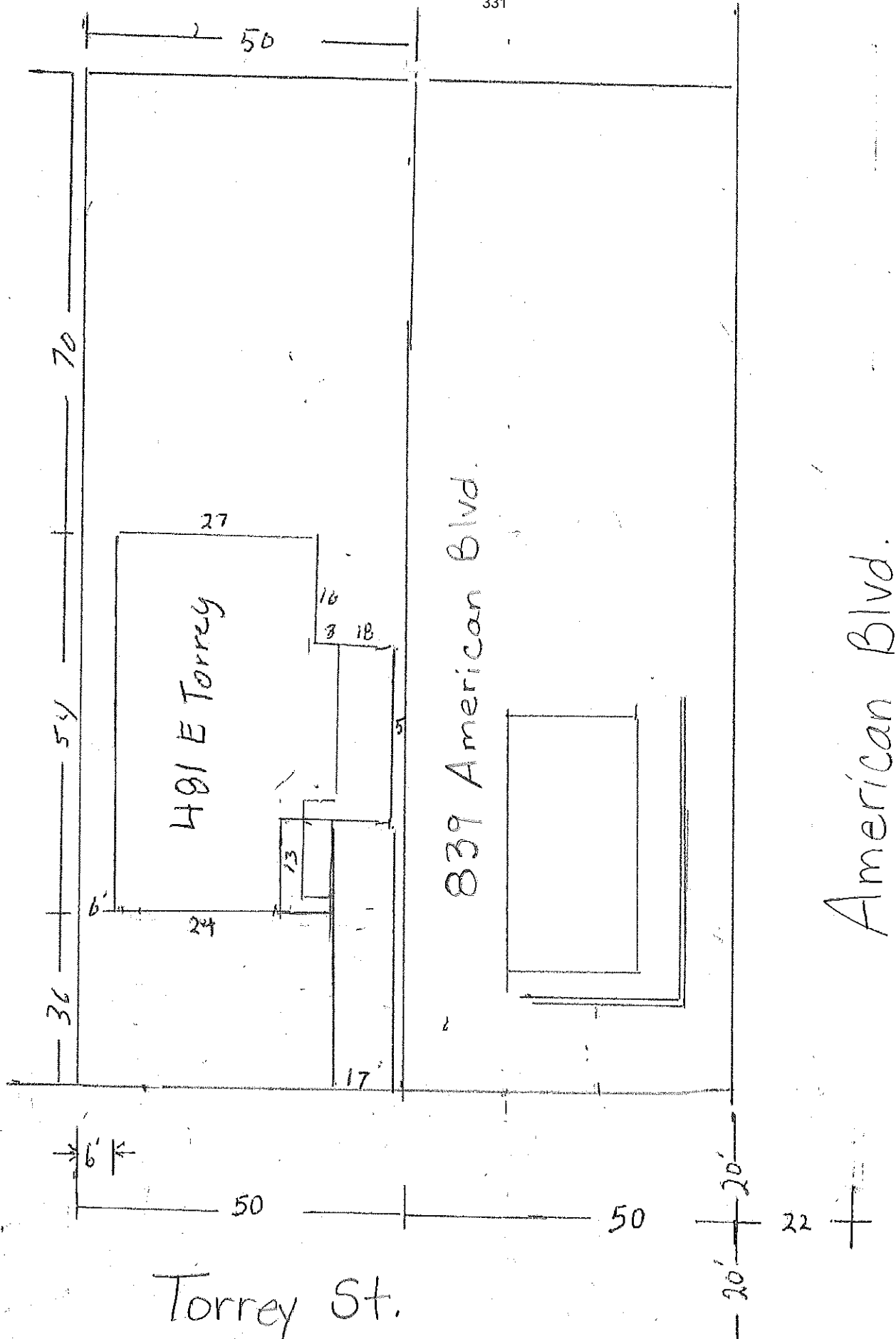
VALERIA M. ACEVEDO, City Attorney

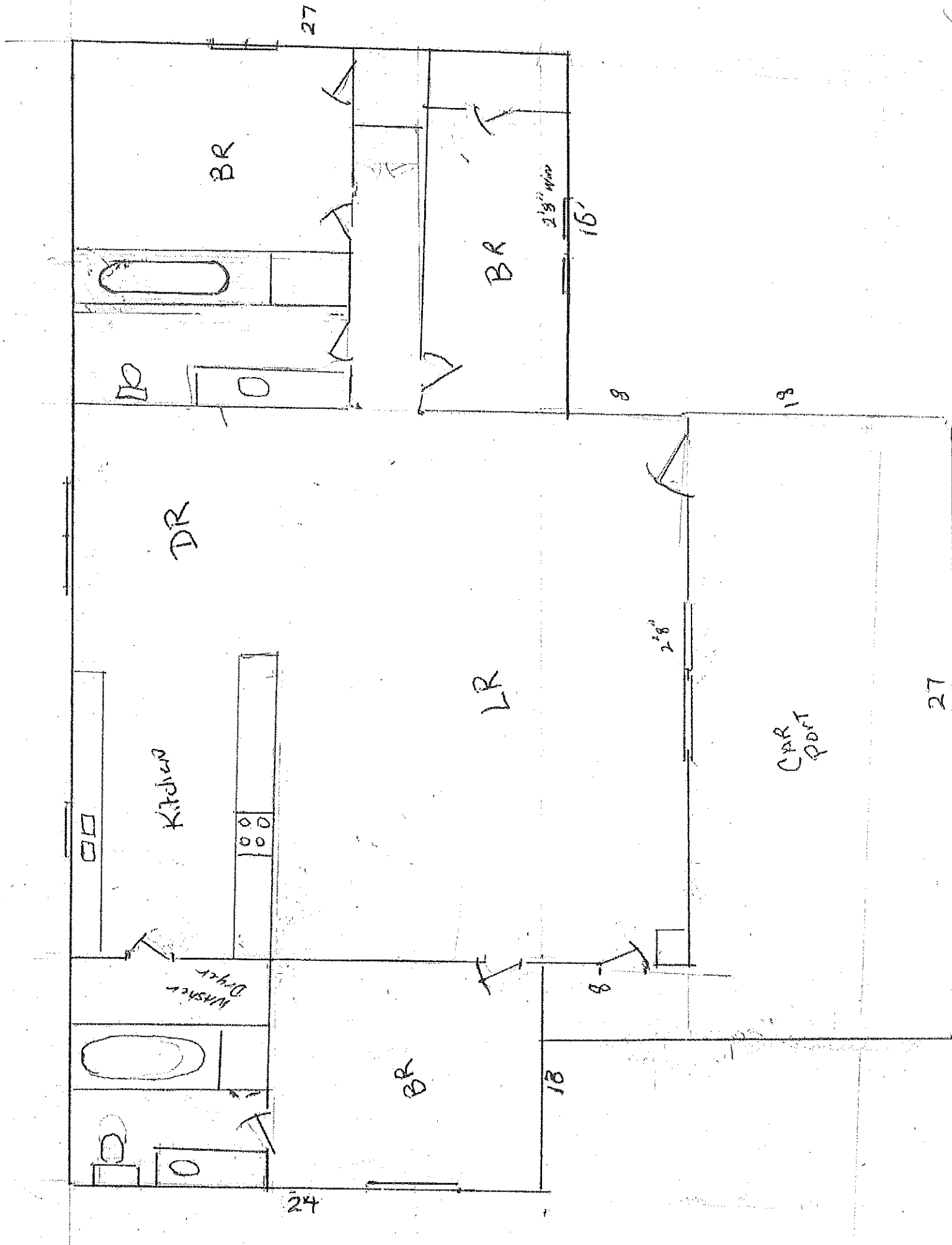


Map Created: 5/4/2018

PZ-18-009
481 E. Torrey St.
SUP for Short Term Rental in the C-3 District









City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. L)

Presenter/Contact

Garry Ford, City Engineer
(830) 221-4020 - gford@nbtexas.org

SUBJECT:

Approval of the second and final reading of an ordinance amending Chapter 126-186, Traffic and Vehicles to prohibit through truck traffic on Old FM 306 between East Common Street and Hunter Road.

BACKGROUND / RATIONALE:

Council District: 4

City Council unanimously approved the first reading of an ordinance amending Chapter 126-186, Traffic and Vehicles to prohibit through truck traffic on Old FM 306 between East Common Street and Hunter Road on May 29, 2018.

The Engineering Division received a request from a citizen to establish a No Through Truck restriction on Old FM 306 between East Common Street and Hunter Road due to concerns related to through truck traffic on a residential street. Old FM 306 is a 22-foot wide residential street with a speed limit of 30 mph.

Through truck restrictions apply to any truck that is traveling and not bound for a destination along the specified roadway. Delivery or service trucks driving to a destination along a route with through truck restrictions are not prohibited from these roads because they are not through traffic.

Photos of through trucks were provided by the citizen on multiple occasions. Some of the photos are shown in Figures 1 and 2 in the attachment.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

2006 Comprehensive Plan: Transportation Goal 21: Provide a system of convenient and safe transportation facilities through comprehensive, cooperative and continuing transportation system planning and development.

FISCAL IMPACT:

Traffic control signs cost approximately \$150 each. Sufficient funding is available in the FY17-18 approved Public Works budget.

COMMITTEE RECOMMENDATION:

The Transportation and Traffic Advisory Board unanimously approved the recommendation to City Council to restrict through truck traffic on Old FM 306 between East Common Street and Hunter Road at their meeting on May 10, 2018.

STAFF RECOMMENDATION:

Staff recommends creating a truck restriction on Old FM 306 between East Common Street and Hunter Road.

ORDINANCE NO. 2018-_____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 126-186 OF THE CITY OF NEW BRAUNFELS CODE OF ORDINANCES TO RESTRICT THROUGH TRUCK TRAFFIC ON OLD FM 306.**

WHEREAS, City Council has determined that traffic control signs be installed on certain streets, avenues, thoroughfares and boulevards within the corporate limits of the City of New Braunfels in order to protect the health, safety and welfare of the citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

I.

THAT, Section 126-186, Through trucks prohibited, is amended to read:

Through trucks are prohibited on the following roads:

- (7) Old FM 306 between East Common Street and Hunter Road.

II.

That the Public Works Department is directed to obtain and install the traffic control signs in the locations as set forth in this ordinance, and is directed to maintain the signs in a manner that provides for the health, welfare and safety of the citizens of New Braunfels.

III.

This Ordinance shall be and is hereby declared to be cumulative to all other ordinances of the City of New Braunfels relating to parking within the City of New Braunfels, and same shall not operate to repeal or affect any such ordinance or ordinances except insofar as the provisions of such ordinance or ordinances are inconsistent or in conflict with the provisions of this Ordinance, in which instance or instances those provisions shall be and they are hereby repealed.

IV.

That if any provisions of this Ordinance shall be held void, illegal, or unconstitutional, it is hereby provided that all other parts of the same which are not held void, illegal or unconstitutional shall remain in full force and effect.

V.

This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing with the City Secretary's Office. This Ordinance must also be published in a newspaper of general circulation at least one time within ten (10) days after its final passage, as required by the City Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this the _____ day of _____, 2018.

PASSED AND APPROVED: Second reading this the _____ day of _____, 2018.

CITY OF NEW BRAUNFELS, TEXAS

BARRON CASTEEL, MAYOR

ATTEST:

PATRICK D. ATEN, CITY SECRETARY

APPROVED AS TO FORM:

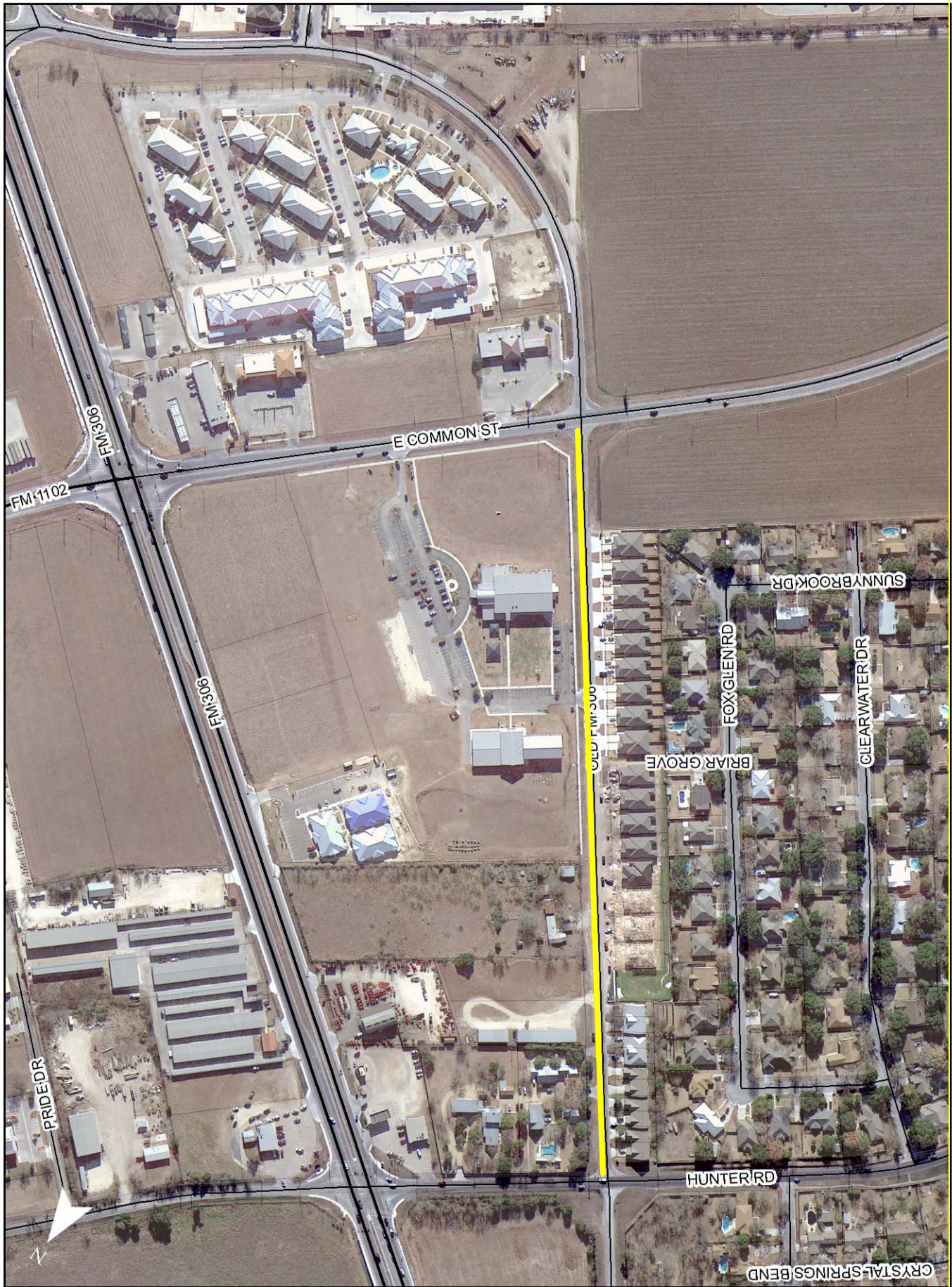
VALERIA M. ACEVEDO, CITY ATTORNEY



Figure 1. Through truck on Old FM 306 turning onto Hunter Road.



Figure 2. Through truck on Old FM 306 turning onto Hunter Road.



Proposed Through Truck Restriction on Old FM 306



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. M)

Presenter/Contact

Garry Ford, City Engineer
(830) 221-4020 - gford@nbtexas.org

SUBJECT:

Approval of the second and final reading of an ordinance amending Section 126-346 of the Code of Ordinances to restrict parking in the cul-de-sac of Evergreen Lane.

BACKGROUND / RATIONALE:

Council District: 3

City Council unanimously approved the first reading of an ordinance amending Section 126-346 of the Code of Ordinances to restrict parking in the cul-de-sac of Evergreen Lane on May 29, 2018.

Engineering staff received a request from a citizen to review a fire lane in the cul-de-sac at the end of Evergreen Lane. This request is due to concerns about lack of space for emergency vehicles and the appropriateness of fire lanes on public streets. Portions of Evergreen Lane are as narrow as 17 feet with a landscaped island in the center of the cul-de-sac.

It was determined through working with the Fire Department that fire lanes are not to be on public streets and that allowing parking in this cul-de-sac would not allow for a fire truck to maneuver through the cul-de-sac. Staff recommends removing the fire lane and creating a no parking zone in the cul-de-sac and the center island at the end of Evergreen Lane. This will allow proper enforcement of the parking restriction.

Notices were mailed to property owners that are adjacent to the proposed parking restriction prior to the first reading at a City Council meeting.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

2006 Comprehensive Plan: Transportation Goal 21: Provide a system of convenient and safe transportation facilities through comprehensive, cooperative, and continuing transportation system planning and development.

FISCAL IMPACT:

Traffic control signs cost approximately \$150 each. Sufficient funding is available in the FY17-18 approved streets and drainage budget.

COMMITTEE RECOMMENDATION:

The Transportation and Traffic Advisory Board unanimously approved a parking restriction in the cul-de-sac and center island of Evergreen Lane at their meeting on May 10, 2018.

STAFF RECOMMENDATION:

Staff recommends approval of establishing a no parking zone in the cul-de-sac and the center island of Evergreen Lane.

ORDINANCE NO. 2018-_____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 126-346 OF THE CITY OF NEW BRAUNFELS CODE OF ORDINANCES TO RESTRICT PARKING IN THE CUL-DE-SAC OF EVERGREEN LANE.**

WHEREAS, after engineering and field investigation, the Transportation and Traffic Advisory Committee and the City Engineer have recommended that traffic control signs be installed on certain streets, avenues, thoroughfares and boulevards within the corporate limits of the City of New Braunfels in order to protect the health, safety and welfare of the citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

I.

THAT the City of New Braunfels Code of Ordinances Section 126-346 (f) is hereby amended as follows:

- (115) In the cul-de-sac and center island of Evergreen Lane west of Mission Hills Drive. Such no parking zone shall be designated as a tow away zone.

II.

THAT the Public Works Department is directed to obtain and install the traffic control signs in the locations as set forth in this ordinance, and is directed to maintain the signs in a manner that provides for the health, welfare and safety of the citizens of New Braunfels.

III.

THAT all provisions hereof declared to be severable and if any provisions hereof is declared to be invalid or unconstitutional, such shall not invalidate or affect the remaining provisions hereof which remain in full force and effect.

IV.

All other ordinances or parts of ordinances in conflict herewith are repealed to the extent that they are in conflict.

V.

This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing with the City Secretary's Office. This

Ordinance must also be published in a newspaper of general circulation at least one time within ten (10) days after its final passage, as required by the City Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this the _____ day of _____, 2018.

PASSED AND APPROVED: Second reading this the _____ day of _____, 2018.

CITY OF NEW BRAUNFELS, TEXAS

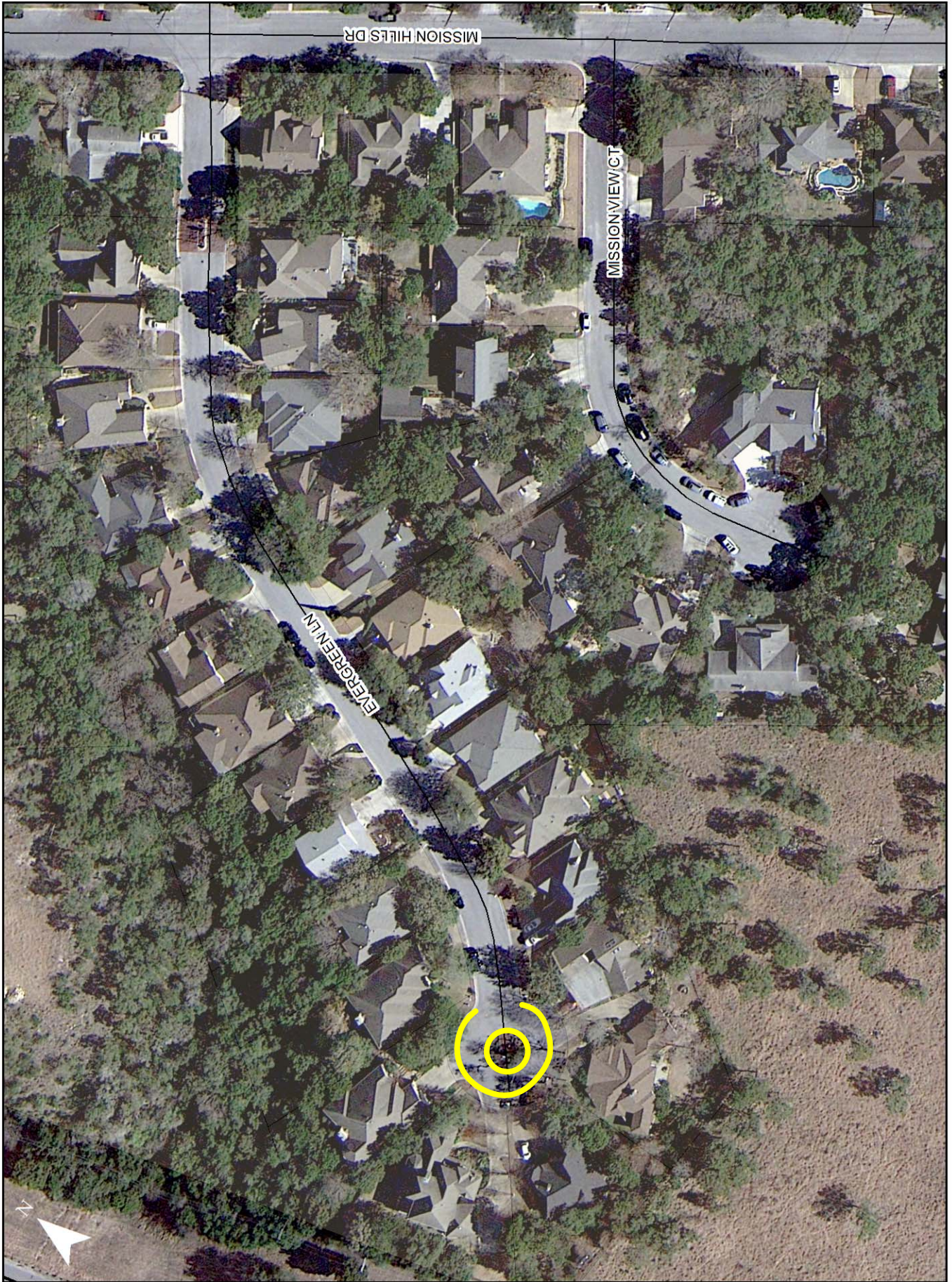
BARRON CASTEEL, MAYOR

ATTEST:

PATRICK D. ATEN, CITY SECRETARY

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, CITY ATTORNEY



Proposed No Parking Zone in the cul-de-sac on Evergreen Lane



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. N)

Presenter/Contact

Garry Ford, City Engineer
(830) 221-4020 - gford@nbtexas.org

SUBJECT:

Approval of the second and final reading of an ordinance amending Section 126-346 of the Code of Ordinances to restrict parking on a portion of Trade Center Drive.

BACKGROUND / RATIONALE:

Council District: 6

City Council unanimously approved the first reading of an ordinance amending Section 126-346 of the Code of Ordinances to restrict parking on a portion of Trade Center Drive on May 29, 2018.

Engineering staff received a request from the Police Department to restrict parking on both sides of the driveway to the police parking lot on Trade Center Drive for a distance of 75 feet on either side. This request is to allow for adequate sight distance for exiting police vehicles. Police vehicles existing the driveway are oftentimes responding to urgent or emergency situations and improved sight distance is necessary to improve safer operations. Trade Center Drive is approximately 40 feet wide with a posted speed limit of 30 mph and is classified as a Minor Collector.

Field observations were conducted at the requested location and staff recommends restricting parking for 75 feet on both sides of the driveway to the police parking lot on the south side of Trade Center Drive.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

2006 Comprehensive Plan: Transportation Goal 21: Provide a system of convenient and safe transportation facilities through comprehensive, cooperative, and continuing transportation system planning and development.

FISCAL IMPACT:

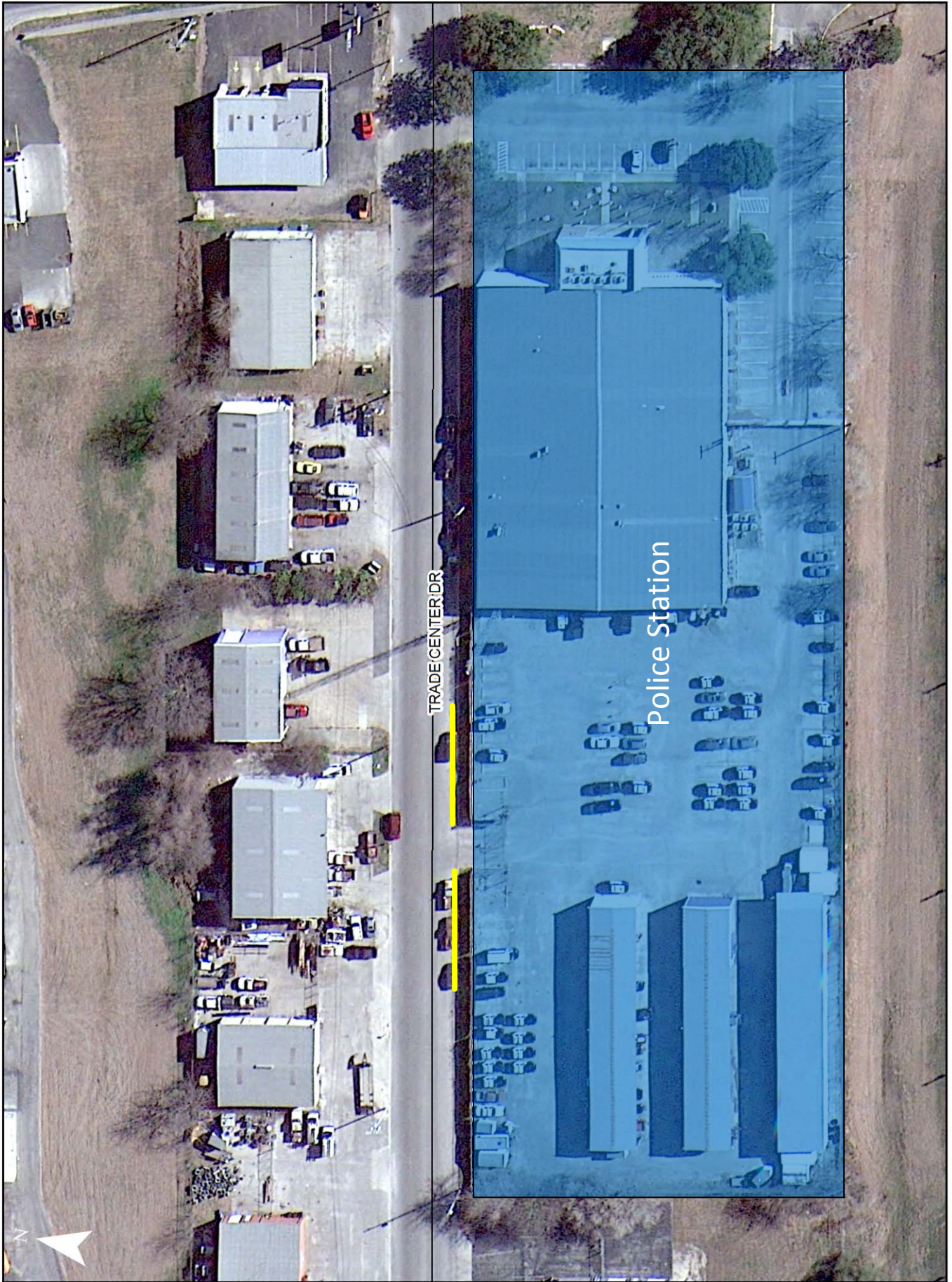
Traffic control signs cost approximately \$150 each. Sufficient funding is available in the FY17-18 approved streets and drainage budget.

COMMITTEE RECOMMENDATION:

The Transportation and Traffic Advisory Board unanimously approved a parking restriction for 75 feet on both sides of the driveway to the police parking lot on the south side of Trade Center Drive at their meeting on May 10, 2018.

STAFF RECOMMENDATION:

Staff recommends approval of establishing a no parking zone for 75 feet on both sides of the driveway to the police parking lot on the south side of Trade Center Drive.



Requested No Parking Zone on Trade Center Drive

ORDINANCE NO. 2018-_____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, AMENDING SECTION 126-346 OF THE CITY OF NEW BRAUNFELS CODE OF ORDINANCES TO RESTRICT PARKING ON A PORTION OF TRADE CENTER DRIVE AT THE POLICE PARKING LOT DRIVEWAY.**

WHEREAS, after engineering and field investigation, the Transportation and Traffic Advisory Committee and the City Engineer have recommended that traffic control signs be installed on certain streets, avenues, thoroughfares and boulevards within the corporate limits of the City of New Braunfels in order to protect the health, safety and welfare of the citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

I.

THAT the City of New Braunfels Code of Ordinances Section 126-346 (f) is hereby amended as follows:

- (116) For 75 feet on both sides of the driveway to the police parking lot on the south side of Trade Center Drive. Such no parking zone shall be designated as a tow away zone.

II.

THAT the Public Works Department is directed to obtain and install the traffic control signs in the locations as set forth in this ordinance, and is directed to maintain the signs in a manner that provides for the health, welfare and safety of the citizens of New Braunfels.

III.

THAT all provisions hereof declared to be severable and if any provisions hereof is declared to be invalid or unconstitutional, such shall not invalidate or affect the remaining provisions hereof which remain in full force and effect.

IV.

All other ordinances or parts of ordinances in conflict herewith are repealed to the extent that they are in conflict.

V.

This Ordinance shall become adopted and effective upon its second reading, signature required by City Charter, and filing with the City Secretary's Office. This Ordinance must also be published in a newspaper of general circulation at least one time within ten (10) days after its final passage, as required by the City Charter of the City of New Braunfels.

PASSED AND APPROVED: First reading this the _____ day of _____, 2018.

PASSED AND APPROVED: Second reading this the _____ day of _____, 2018.

CITY OF NEW BRAUNFELS, TEXAS

BARRON CASTEEL, MAYOR

ATTEST:

PATRICK D. ATEN, CITY SECRETARY

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, CITY ATTORNEY



City Council Agenda Item Report

550 Landa Street
New Braunfels, TX

6/11/2018

Agenda Item No. A)

Presenter

*Christopher J. Looney, Planning and Community Development Director
clooney@nbtexas.org*

SUBJECT:

Discuss and consider approval of the second and final reading of an ordinance regarding the proposed rezoning to apply a Type 2 Special Use Permit to allow the short-term rental of a single-family residence in the "C-2" Central Business District, addressed at 657 South Castell Avenue.

BACKGROUND / RATIONALE:

Case No.: PZ-18-008

Council District: 6

Owner/Applicant: Kydell Investments, LLC (Sherry Schneider)
3338 Westmeyer Rd.
New Braunfels, TX
(830) 743-0648

Staff Contact: Matt Greene, Planner
(830) 221-4053
mgreene@nbtexas.org

City Council held a public hearing on May 29, 2018, and approved the first reading of the ordinance with staff recommendations (5-1).

The subject property is located on the north side of South Castell Avenue, between Jahn and Elm Streets. The subject property is 15,280 square feet in area, is zoned C-2, and contains an 802 square-foot single family residence constructed in 1945.

The "C-2" Central Business District zoning allows rental or occupancy for less than one month. However, the structure on the subject property is a single-family dwelling requiring approval of a Special Use Permit (SUP) before it can be used as a short-term rental. If the SUP is approved, an administrative Short-Term Rental Permit will also be required along with annual fire inspections.

The applicant indicates the one-story dwelling has two sleeping areas (1 bedroom and a living room). Minimum required off-street parking for a short-term rental is one space per sleeping area, and the maximum is the number of sleeping areas plus one. This property would require a minimum of 2 with a maximum of 3 paved parking spaces. The site plan shows a paved driveway that can accommodate up to 3 vehicles.

General Information:

Size: = 15,280 square feet

Surrounding Zoning and Land Use:

North - C-2 / Office building

South - Across S. Castell Ave., M-1 / Office building

East - C-2 / Single family residence (also owned by applicant)

West - C-2 / Single family residence

Comprehensive Plan / Future Land Use Designation:

Commercial

Floodplain:

No portion of the property is located within the 100-year floodplain.

Regional Transportation Plan:

South Castell Avenue is identified as a 65-foot wide Major Collector on the 2012 Regional Transportation Plan. The current right-of-way width of South Castell Avenue meets or exceeds 65 feet and no additional right-of-way dedication will be required with use of the property as a short-term rental.

Improvements:

Single family dwelling

Determination Factors:

In making a decision on zoning, the following factors are to be considered:

- Whether the permitted uses will be appropriate in the immediate area and their relationship to the area and to the City as a whole (*The subject property is zoned C-2 within a transitional area of mixed-uses 2 blocks southwest from the redevelopment area included within the draft Castell Avenue Visioning Plan.*);
- Whether the change is in accord with any existing or proposed public schools, streets, water supply, sanitary sewers, and other utilities to the area (*There do not appear to be any conflicts with these elements.*);
- How other areas designated for similar development will be affected (*There should be no negative effects on other properties designated for similar development within the general vicinity as the area has been steadily converting to non-residential uses in recent years, and Staff's recommendation includes maintaining the residential appearance of the structure.*);
- Any other factors that will substantially affect the public health, safety, morals, or general welfare. (*The use of this property as a short-term rental will be subject to the supplemental standards as required in Section 5.17 of the Zoning Ordinance. These standards help to ensure that proper measures are in place to protect public health and to encourage appropriate use of the property.*); and
- Whether the request is consistent with the Comprehensive Plan. (*The proposed use of the property is consistent with the Future Land Use designation of the subject site as Commercial.*)

Supplemental standards for short term rentals are attached, and include:

- an administrative Short-Term Rental Permit and annual inspections are required, in addition to the SUP;
- a maximum of two (2) adults per sleeping area plus an additional four (4) adults per residence **(two (2) sleeping areas plus four (4) additional adults allows for a maximum total of 8 adults)** ;
- display of a short-term rental decal;
- a minimum of one (1) off-street parking space per sleeping area, not including a garage, and not to exceed the number of sleeping areas plus one (1) **(minimum of two (2) spaces and a maximum of three (3) spaces)** ;
- adherence to the City's adopted building codes regarding life safety issues;
- compliance with City codes related to conduct on premises including the prohibition of excessive noise or other disturbance outside the short-term rental between the hours of 10:00 pm and 8:00 am;
- signage in compliance with the current Sign Ordinance (no monument or freestanding pole signs; attached signage is not regulated); and
- required tenant information posted indoors and attached to the rental agreement including quiet hours, parking limitations and emergency information.

ADDRESSES A NEED/ISSUE IN A CITY PLAN OR COUNCIL PRIORITY:

✓	Yes	<p>City Plan/Council Priority: 2006 Comprehensive Plan <i>Pros and Cons Based on Policies Plan</i></p>	<p>Pros: <i>Goal 1 Promote manageable growth to achieve a proper balance of economic expansion and environmental quality while maintaining the community's unique qualities.</i> Authorized short-term rentals contribute to economic expansion through the collection of occupancy tax and visitor dollars spent within the community. Impacts are managed through the SUP and Short-Term Rental Permit process. Short-term rental can be viewed as a transition use between commercial uses and residences and can facilitate the continued upkeep of existing housing stock. Goal 10: Objective D. <i>Respond to changing market trends, consumer preferences, economic realities, and design technology relating to housing types and densities.</i> The approval of this SUP would be in keeping with the approval of other short-term rentals in the downtown area. Goal 63: Objective B. <i>Special zoning regulations and incentives should be created to promote retail, eating and drinking establishments, bed and breakfast, lodging and entertainment.</i> Approval of the SUP would provide lodging in close proximity to dining, drinking and entertainment businesses located downtown.</p>
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FISCAL IMPACT:

If approved, the property will be subject to local and state hotel occupancy tax (HOT).

COMMITTEE RECOMMENDATION:

At their May 1, 2018 meeting, the Planning Commission unanimously recommended approval of this rezoning request with Staff recommended conditions (7-0-0).

STAFF RECOMMENDATION:

Staff recommends approval. The proposed use of the property will complement the transitional mixed uses in the area while maintaining a residential appearance as the other non-residential uses along South Castell Avenue have done. The proposal also meets Objectives of the City's Comprehensive Plan. Staff's recommendation includes the following conditions:

1. The existing residential character and appearance of the building must be maintained.
2. The SUP will be in compliance with the approved site plan. Any significant changes to the site plan will require a revision to the SUP.

Notification:

Public hearing notices were sent to 17 owners of property within 200 feet of the request. The Planning Division has received 1 response in favor from number 13 and two opposed from numbers 5 and 12.

ATTACHMENTS:

1. Aerial Maps
2. Application
3. Site Plan
4. Floor Plan
5. Zoning Map
6. Existing Land Use Map
7. Future Land Use Plan Map
8. Short Term Rental Vicinity Map
9. Notification List and Map
10. Photograph
11. Sec. 3.3-8 "C-2" Central Business District
12. Sec. 3.6 Special Use Permits
13. Sec. 5.17 Short Term Rentals
14. Ordinance



Map Created 4/13/18

PZ-18-008
657 S. Castell Ave.
SUP for Short Term Rental






Aerial Close-Up Map



Legend

 Subject Property

P2-18-008



APPLICATION FOR SPECIAL USE PERMIT

550 LANDA STREET
NEW BRAUNFELS TX 78130

E-MAIL: planning@nbtexas.org

PHONE: (830) 221-4050

PLANNING

1. Applicant - If owner(s), so state; If agent or other type of relationship, a letter of authorization must be furnished from owner(s) at the time submitted.

Name: Kydell Investments LLC

Mailing Address: 3338 Westmeyer

Telephone: 830-743-0648 Fax: _____ Mobile: 830-743-0648

Email: sjsrancher1@yahoo.com

2. Property Address/Location: 657 S. Castell Ave NB. TX. 78130

3. Legal Description:

Name of Subdivision: City Block 1034

Lot(s): 7 Block(s): 1034 Acreage: 0.35

4. Existing Use of Property: residential / vacant

5. Current Zoning: C-2 res

6. Check if Proposed Special Use Permit is: Type 1 _____ OR Type 2 ☒

7. Proposed Use of Property and/or Reason for request (attach additional or supporting information if necessary): short term rental

8. ATTACHMENTS:

- ☒ Metes and bounds description and survey if property is not platted.
- ☒ Map of property in relation to City limits/major roadways or surrounding area.
- ☒ If requesting a Type 2 Special Use Permit, applicant must attach a development/site plan as described on pages 2 and 3 of this application.
- ☒ Copy of deed showing current ownership.
- _____ Mailed notification _____ x 2.15 each = _____ Notification signs _____ x \$15 each = _____
- _____ Newspaper Notice 115.00 each

The undersigned hereby requests rezoning of the above described property as indicated.

Signature of Owner(s)/Agent

3/14/18
Date
Sherry Schneider (owner)
Print Name & Title

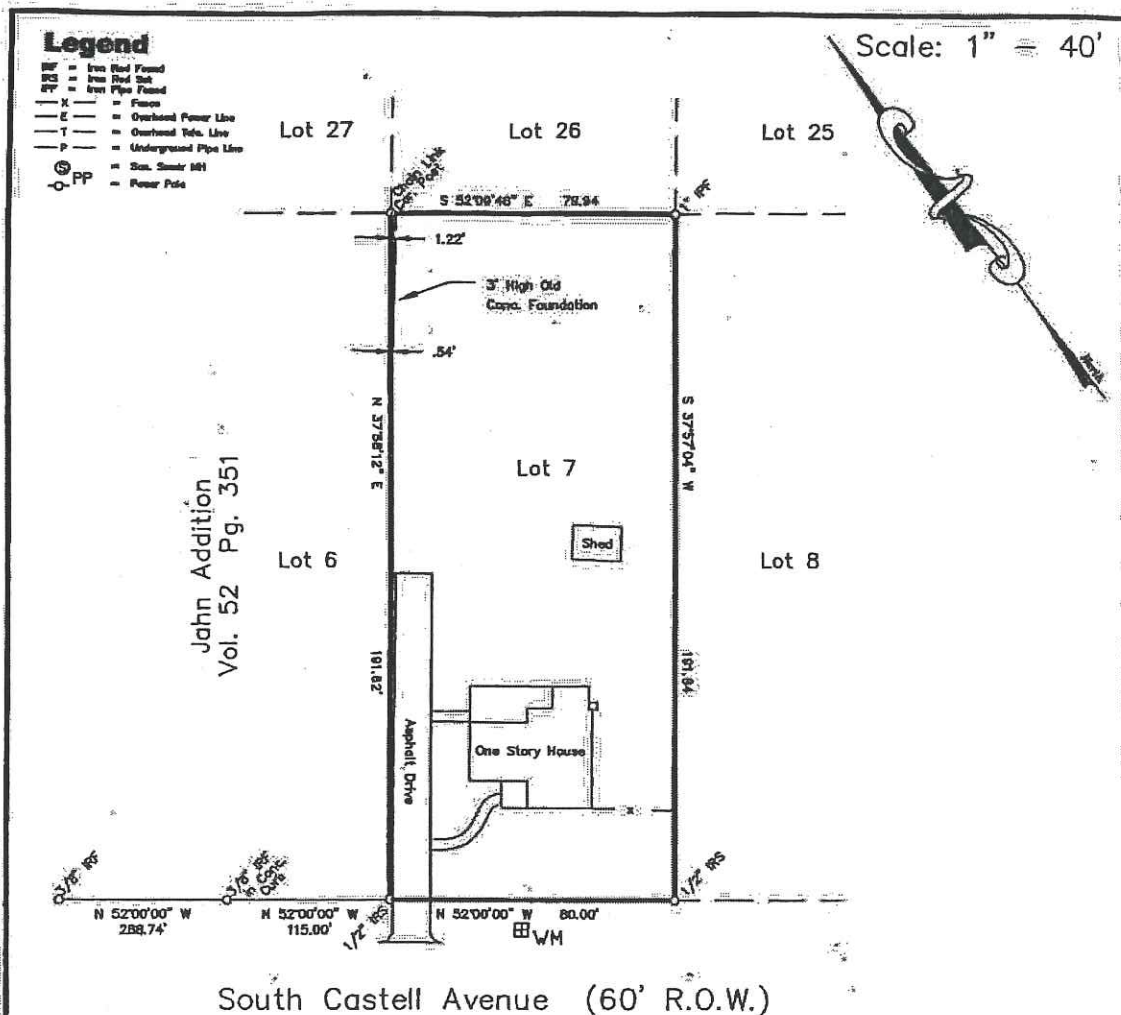
For Office Use Only

Fee Received By: MO Amount: \$500.00 Receipt No.: 238010

Date Received: 03/14/18 Zoning signs issued: _____ Date: _____

SITE PLAN

Survey map



PLAT SHOWING:

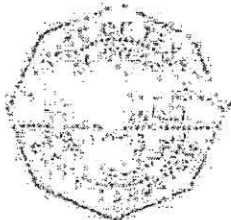
LOT SEVEN (7), NEW CITY BLOCK ONE THOUSAND THIRTY FOUR (1034), CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS, AND BEING THAT SAME LOT 7 CONVEYED BY JERE H. DIAL AND WIFE, PATRICIA N. DIAL TO RAY PERRY, INC. BY DEED DATED MAY 25, 2000 AND RECORDED AS DOCUMENT NO. 200006035517 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

PROPERTY ADDRESS: 657 S. CASTELL AVENUE, NEW BRAUNFELS, TEXAS 78130

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT THIS SURVEY WAS MADE ON THE GROUND AND COMPLETED ON JUNE 8, 2005 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. AN ENCROACHMENT OF AN OLD, 3 FOOT HIGH CONCRETE FOUNDATION ACROSS THE NORTHWEST BOUNDARY LINE OF THIS LOT IS AS SHOWN. ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP, NEW BRAUNFELS, TEXAS COMMUNITY-PANEL THIS PROPERTY DOES NOT LIE IN A DESIGNATED 100 YEAR FLOOD ZONE.

Gerard S. Scholler
GERARD S. SCHOLLER
TEXAS R.P.L.S. 1876

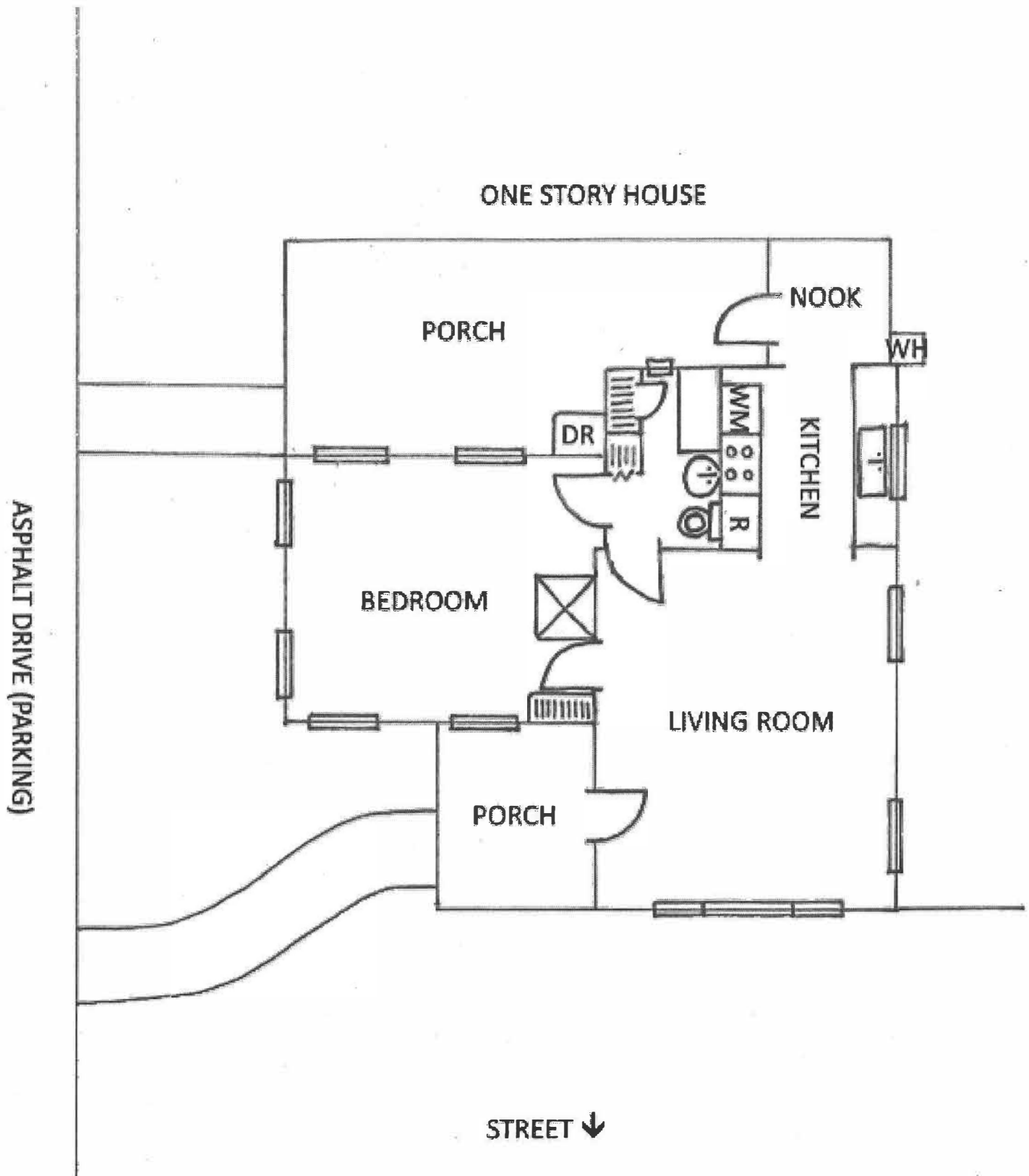


WILLIAM J. KOLODZIE SURVEYING CO.
197 EAST MILL STREET
NEW BRAUNFELS, TEXAS 78130-5045
(830) 625-6484
FAX (830) 620-6484

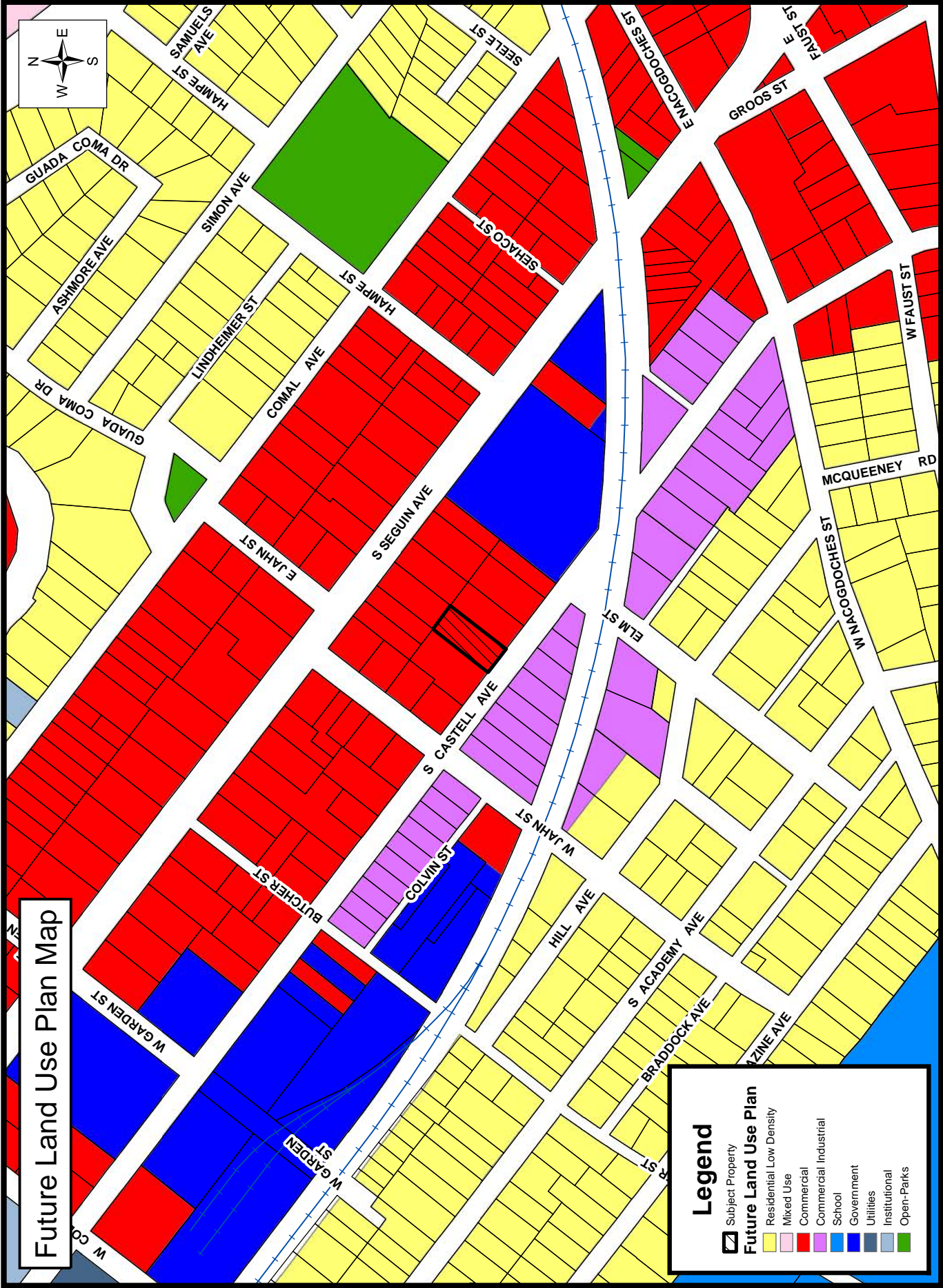
NCB 1034

ATTACHMENT 3

FLOOR PLAN









PLANNING COMMISSION – May1, 2018 – 6:00PM

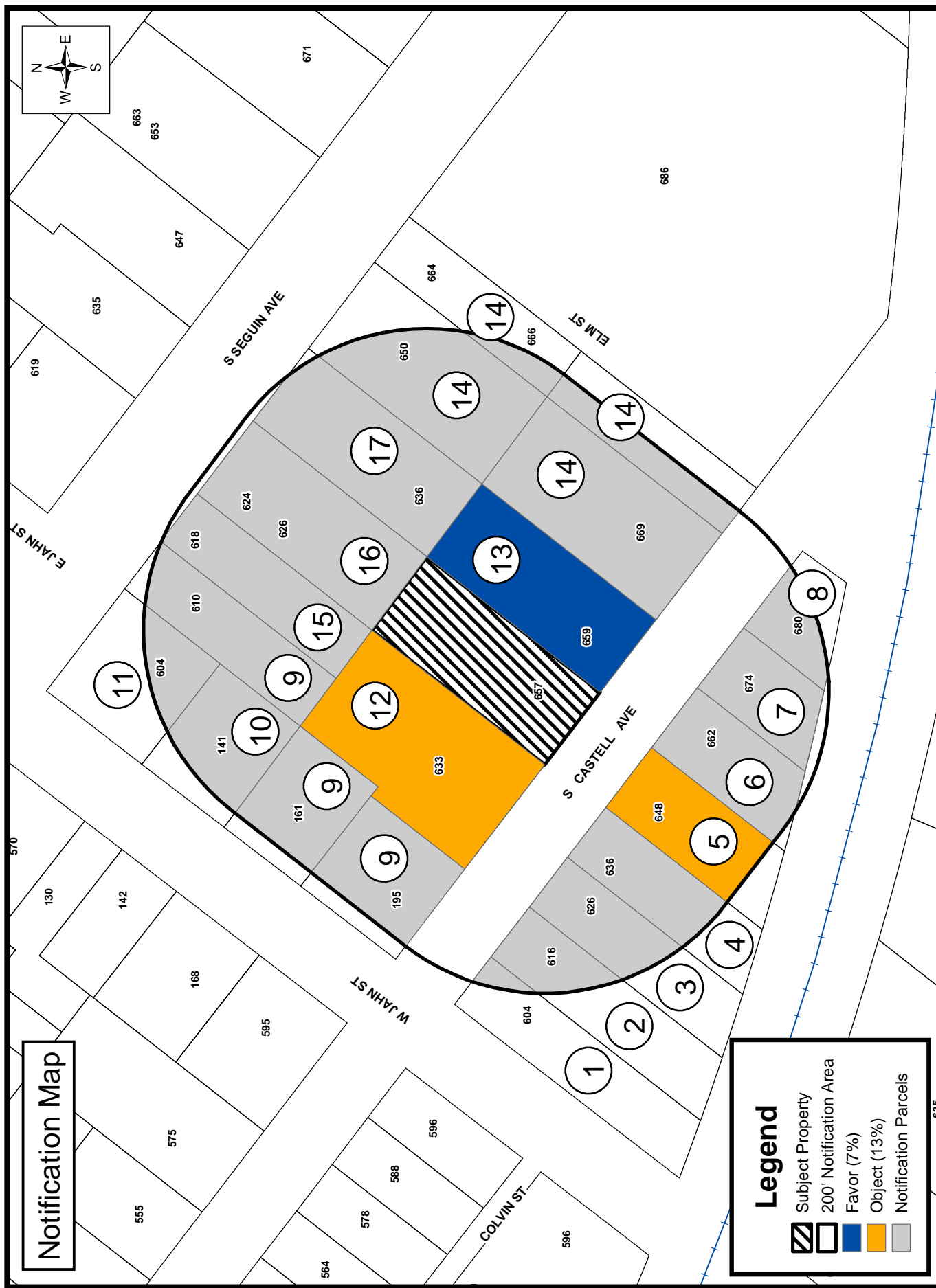
New Braunfels Municipal Building, Council Chambers

Applicant: Kydell Investments, LLC (Sherry Schnieder)**Property Location:** 657 S. Castell Avenue**PROPOSED REZONING – CASE #PZ18-008**

The circled numbers on the map correspond to the property owners listed below. All information is from the Comal Appraisal District Records. The property under consideration is marked as "SUBJECT".

1. Gaytan, Andres Jr. & Mary
2. Gaytan, Andres Jr.
3. Edward & Rebecca Foster, LLC
4. Dumenil, David
5. Rodriguez, Victor & Rosie
6. Ayala, Jose & Clara
7. Proma, LLC
8. JMPT Group LLC
9. Huddleston, David & Sandra
10. Norris, William M
11. Norris, William L ET AL
12. Couvillon, Vernice
13. Kydell Investments, LLC
14. Shea Cole Enterprises, LLC
15. STNB Invesments, LOLC
16. R & V Perry Second Family LTD PRTNRSHP
17. Serratos, CHago & Jessica

SEE MAP



YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ18-008 (Kydell Investments, LLC) (MG)
 Date Sent: 2/15/18

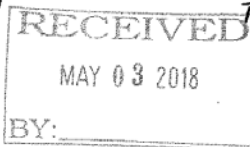
Name: VICTOR R. & ROSIE RODRIGUEZ
 Address: 1306 Fieldcrest New Braunfels Tx 78130
 Property number on map: # 5

Comments: (Use additional sheets if necessary)

I favor: _____

I object: Would Like This Property
 (State reason for objection)

To Be A BUSINESS



Signature: *Victor R. Rodriguez*

YOUR OPINION MATTERS - DETACH AND RETURN

Case: #PZ18-008 (Kydell Investments, LLC) (MG)
 Date Sent: 2/15/18

Name: JO ANNE CAVILLON
 Address: 633 CASTELL
 Property number on map: 12

Comments: (Use additional sheets if necessary)

I favor: _____

I object: ✓
 (State reason for objection)

*I think this property is
 too small for this
 use*

Signature: *Joanne Cavillon*



Case: #PZ18-008 (Kydell Investments, LLC) (MG)

Date Sent: 2/15/18

Name: Dell Schneider

Address: 657 E 659 Castell

Property number on map: 13

Comments: (Use additional sheets if necessary)

I favor: ✓

I object: _____
(State reason for objection)

Signature: Dell Schneider



Case: #PZ18-008 (Kydell Investments, LLC) (MG)

Date Sent: 2/15/18

Name: Sherry Schneider

Address: 657 E 659 Castell

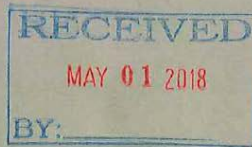
Property number on map: 13

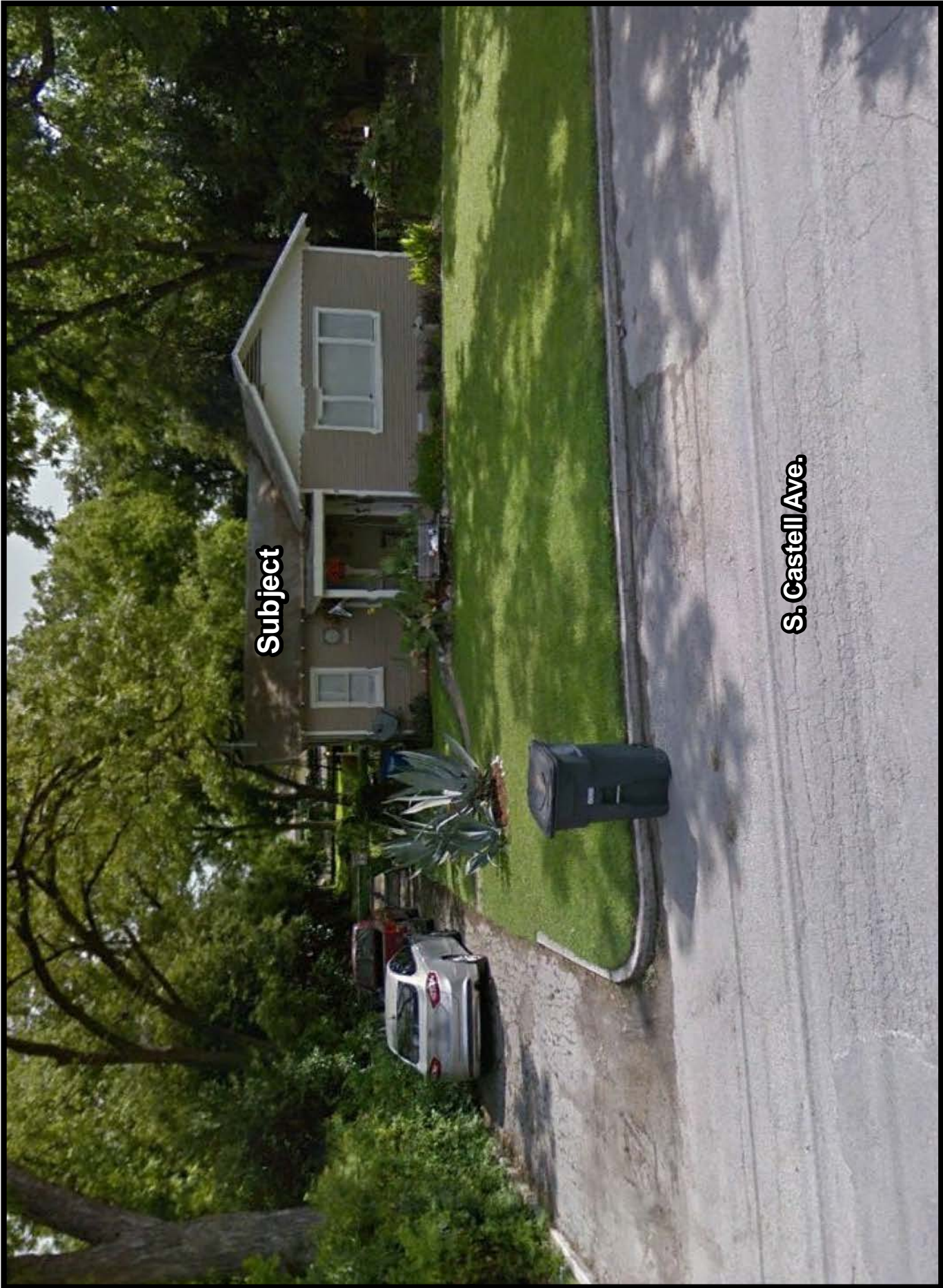
Comments: (Use additional sheets if necessary)

I favor: ✓

I object: _____
(State reason for objection)

Signature: Sherry Schneider





PZ-18-008
657 S. Castell Ave.
SUP for Short Term Rental

3.3-8 “C-2” central business district. The following regulations shall apply in all “C-2” districts:

(a) *Authorized uses.* Uses permitted by right shall be those set forth in the Land Use Matrix in Section 4 of this Chapter. The allowed uses in the district, which are intended to be identical with those listed in the Land Use Matrix, are as follows:

(1) *Uses permitted by right:*

Residential uses:

- Accessory building/structure
- Accessory dwelling (one accessory dwelling per lot, no kitchen)
- Assisted living facility/retirement home
- Bed and breakfast inn (see Sec. 5.6)
- Boardinghouse/lodging house
- Community home (see definition)
- Duplex / two-family / duplex condominiums
- Family home adult care
- Family home child care
- Home Occupation (See Sec. 5.5)
- Multifamily (apartments/condominiums)
- One family dwelling, detached
- Rental or occupancy for less than one month (see Sec. 5.17)
- Residential use in buildings with the following non-residential uses
- Single family industrialized home (see Sec. 5.8)

Non-residential uses:

- Accounting, auditing, bookkeeping, and tax preparations
- Adult day care (no overnight stay)
- Adult day care (with overnight stay)
- All terrain vehicle (ATV) dealer / sales
- Ambulance service (private)
- Amphitheater
- Amusement devices/arcade (four or more devices)
- Amusement services or venues (indoors) (see Sec. 5.13)
- Animal grooming shop
- Answering and message services
- Antique shop
- Appliance repair
- Art dealer / gallery
- Artist or artisan’s studio
- Armed services recruiting center
- Assembly/exhibition hall or areas
- Athletic fields
- Auction sales (non-vehicle)
- Auto body repair, garages (see Sec. 5.11)
- Auto leasing
- Auto glass repair/tinting
- Auto interior shop / upholstery
- Auto muffler shop
- Auto or trailer sales rooms or yards
- Auto or truck sales rooms or yards - primarily new
- Auto paint shop
- Auto repair garage (general)
- Auto repair as an accessory use to retail sales
- Auto supply store for new and factory rebuilt parts
- Auto tire repair /sales (indoor)

Automobile driving school (including defensive driving)
Bakery (retail)
Bank, savings and loan, or credit union
Bar/Tavern
Barber/beauty college (barber or cosmetology school or college)
Barber/beauty shop, haircutting (non-college)
Barns and farm equipment storage (related to agricultural uses)
Battery charging station
Bicycle sales and/or repair
Billiard / pool facility
Bingo facility
Bio-medical facilities
Book binding
Book store
Bowling alley/center (see Sec. 5.13)
Broadcast station (with tower) (see Sec. 5.7)
Bus passenger stations
Cafeteria / café / delicatessen
Campers' supplies
Car wash, full service (detail shop)
Car wash (self service; automated)
Caterer
Cemetery and/or mausoleum
Check cashing service
Child day care/children's nursery (business)
Church/place of religious assembly
Civic/conference center and facilities
Cleaning, pressing and dyeing (non-explosive fluids used)
Clinic (dental)
Clinic (emergency care)
Clinic (medical)
Club (private)
Coffee shop
Commercial amusement concessions and facilities
Communication equipment (installation and/or repair)
Community building (associated with residential uses)
Computer and electronic sales
Computer repair
Confectionery store (retail)
Consignment shop
Contractor's temporary on-site construction office (only with permit from Building Official; see Sec. 5.10)
Convenience store with or without fuel sales
Convenience store with fuel sales
Country club (private)
Credit agency
Curio shops
Custom work shops
Dance hall / dancing facility (see Sec. 5.13)
Day camp
Department store
Drapery shop / blind shop
Drug sales/pharmacy
Electrical repair shop
Electrical substation
Exterminator service
Farmers market (produce market - wholesale)

Farms, general (crops) (see Chapter 6, Municipal Code and Sec. 5.9)
Farms, general (livestock/ranch) (see Chapter 6, Municipal Code and Sec. 5.9)
Feed and grain store
Filling station (fuel tanks must be below the ground)
Florist
Food or grocery store with or without fuel sales
Fraternal organization/civic club (private club)
Frozen food storage for individual or family use
Funeral home/mortuary
Furniture sales (indoor)
Garden shops and greenhouses
Golf course (miniature)
Golf course, public or private
Governmental building or use
Greenhouse (commercial)
Handicraft shop
Hardware store
Health club (physical fitness; indoors only)
Heating and air-conditioning sales / services
Hospice
Hospital, general (acute care/chronic care)
Hospital, rehabilitation
Hotel/motel
Hotels/motels - extended stay (residence hotels)
Ice delivery stations (for storage and sale of ice at retail only)
Kiosk (providing a retail service)
Laundromat and laundry pickup stations
Laundry, commercial (w/o self serve)
Laundry/dry cleaning (drop off/pick up)
Laundry/washateria (self serve)
Lawnmower sales and/or repair
Limousine / taxi service
Locksmith
Martial arts school
Medical supplies and equipment
Micro brewery (onsite manufacturing and/or sales)
Mini-warehouse/self storage units (no boat/RV storage permitted)
Motion picture studio, commercial film
Motion picture theater (indoors)
Motorcycle dealer (primarily new / repair)
Museum
Needlework shop
Nursing/convalescent home/sanitarium
Offices, brokerage services
Offices, business or professional
Offices, computer programming and data processing
Offices, consulting
Offices, engineering, architecture, surveying or similar
Offices, health services
Offices, insurance agency
Offices, legal services - including court reporting
Offices, medical offices
Offices, real estate
Offices, security/commodity brokers, dealers, exchanges and financial services
Park and/or playground (private or public)
Parking lots (for passenger car only) (not as incidental to the main use)

Parking structure/public garage
 Pawn shop
 Personal watercraft sales (primarily new / repair)
 Pet shop / supplies (than 10,000 sq. ft. or less)
 Photographic printing/duplicating/copy shop or printing shop
 Photographic studio (no sale of cameras or supplies)
 Photographic supply
 Plant nursery
 Plant nursery, with retail sales
 Plumbing shop (no outside storage)
 Public recreation/services building for public park/playground areas
 Publishing/printing company (e.g., newspaper)
 Quick lube/oil change/minor inspection
 Radio/television shop, electronics, computer repair
 Recreation buildings (private or public)
 Recreation buildings (public)
 Recycling kiosk
 Refreshment/beverage stand
 Restaurant/prepared food sales
 Restaurant with drive-through
 Retail store and shopping center (misc.)
 Retirement home/home for the aged (public)
 RV/travel trailer sales
 School, K-12 (public or private)
 School, vocational (business/commercial trade)
 Security monitoring company
 Security systems installation company (with outside storage)
 Shoe repair shops
 Storage in bulk
 Studios (art, dance, music, drama, reducing, photo, interior decorating, etc.)
 Studio for radio or television (without tower)
 Tailor shop
 Telecommunications towers/antennas (see Sec. 5.7)
 Telemarketing agency
 Telephone exchange buildings (office only)
 Tennis court (commercial)
 Theater (non-motion picture; live drama)
 Tire sales (outdoors)
 Tool rental
 Travel agency
 University or college (public or private)
 Upholstery shop (non-auto)
 Used or second hand merchandise/furniture store
 Vacuum cleaner sales and repair
 Video rental / sales
 Warehouse / office and storage / distribution center
 Waterfront amusement facilities - berthing facilities sales and rentals
 Waterfront amusement facilities - boat fuel storage / dispensing facilities
 Waterfront amusement facilities - boat landing piers / launching ramps
 Waterfront amusement facilities – swimming / wading pools / bathhouses
 Water storage (surface, underground or overhead), water wells and pumping stations that are part of a public or municipal system
 Wholesale sales offices and sample rooms
 Woodworking shop (ornamental)

Any comparable use not included in or excluded from any other district described herein.

- (2) *Conflict.* In the event of conflict between the uses listed in the Land Use Matrix and those listed in Subsection (1), the uses listed in this subsection shall be deemed those authorized in the district.

(b) *Maximum height, minimum area and setback requirements:*

(1) Non-residential uses.

- (i) *Height.* 75 feet.
- (ii) *Front building setback.* No building setback required.
- (iii) *Width of lot.* 60 feet. Where a lot has less width than required and such lot was in separate ownership prior to February 4, 1984, this requirement will not prohibit the construction of a use enumerated in this district.
- (iv) *Corner lots.* No setback from a street is required.
- (v) *Side building setback.* No side building setback is required except that where a side lot line of a lot in this district abuts upon the side line of a lot in a “R” or “B-1” zone, a side building setback of not less than six feet shall be provided.
- (vi) *Rear building setback.* No building setback is required.
- (vii) *Residential setback.* Effective November 8, 2006, where a non-residential building abuts a one or two family use or zoning district, the setback from the one or two family property line shall be at least 20 feet plus one foot for each foot of building height over 20 feet.
- (viii) *Lot depth.* 100 feet.
- (ix) *Parking.* See Section 5.1 for other permitted uses’ parking.

(2) One family dwellings.

- (i) *Height.* 45 feet.
- (ii) *Front building setback.* 25 feet.
- (iii) *Rear building setback.* 20 feet.
- (iv) *Side building setback.* There shall be a side building setback on each side of a building not less than five feet in width. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the rear lot lines of the adjacent lots. Buildings on corner lots shall have 25-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the side lot lines of the adjacent lots.
- (v) *Garage setback.* Where a driveway is located in front of a garage, the garage shall be setback 20 feet from the right-of-way or the driveway to the garage shall be at least 20 feet long to provide enough space for a vehicle to park without overhanging into the right-of-way, if the garage door is closed. (See Illustration 8 in Sec. 5.1-1)
- (vi) *Width of lot.* The minimum width of an interior lot shall be 60 feet and the minimum width of a corner lot shall be 70 feet, provided that where a lot has less width than herein required, and such lot was in separate ownership prior to September 25, 1967, this requirement will not prohibit the erection of a one-family dwelling.

(vii) *Lot area.* Every single-family dwelling hereafter erected or altered shall have a lot area of not less than 6,600 square feet for interior lots, and 7,000 square feet for corner lots. Where a lot was legally under separate ownership prior to September 25, 1967, but has an area less than the minimum required in this provision, this regulation shall not prohibit the erection of a one-family residence. Where a public or community sewer is not available and in use for the disposal of all sanitary sewage, each lot shall provide not less one half acre and one acre on the Edwards Aquifer Recharge Zone.

(viii) *Lot depth.* 100 feet.

(ix) *Parking.* Two off-street parking spaces shall be provided for each one-family detached dwelling. See Section 5.1 for other permitted uses' parking.

(3) Duplexes.

(i) *Height.* 45 feet.

(ii) *Front building setback.* 25 feet.

(iii) *Rear building setback.* 20 feet.

(iv) *Side building setback.* There shall be a side building setback on each side of a building not less than five feet in width. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the rear lot lines of the adjacent lots. Buildings on corner lots shall have 25-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the side lot lines of the adjacent lots.

(v) *Garage setback.* Where a driveway is located in front of a garage, the garage shall be setback 20 feet from the right-of-way or the driveway to the garage shall be at least 20 feet long to provide enough space for a vehicle to park without overhanging into the right-of-way, if the garage door is closed. (See Illustration 8 in Sec. 5.1-1)

(vi) *Width of lot.* The minimum width of an interior lot shall be 60 feet and the minimum width of a corner lot shall be 70 feet, provided that where a lot has less width than herein required, and such lot was in separate ownership prior to September 25, 1967, this requirement will not prohibit the erection of a one-family dwelling.

(vii) *Lot area.* Duplexes hereafter erected or altered shall have a lot area of not less than 8,000 square feet for an interior lot and 8,500 square feet for a corner lot. Where a lot was legally under separate ownership prior to September 25, 1967, but has an area less than the minimum required in this provision, this regulation shall prohibit the erection of a two-family residence. Where a public or community sewer is not available and in use for the disposal of all sanitary sewage, each lot shall provide not less than one acre and approved by the City Sanitarian.

(viii) *Lot depth.* 100 feet.

(ix) *Parking.* Two off-street parking spaces shall be provided for each two-family dwelling unit. See Sec. 5.1 for other permitted uses' parking.

(4) Multifamily dwellings.

(i) *Height.* 45 feet; 60 feet when a pitched roof is used (minimum 4:12 slope).

(ii) *Front building setback.* 25 feet.

(iii) *Rear building setback.* 25 feet.

- (iv) *Side building setback.* There shall be a side building setback on each side of a building not less than five feet in width. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the rear lot lines of the adjacent lots. Buildings on corner lots shall have 25-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the side lot lines of the adjacent lots.
- (v) *Garage setback.* Where a driveway is located in front of a garage, the garage shall be setback 20 feet from the right-of-way or the driveway to the garage shall be at least 20 feet long to provide enough space for a vehicle to park without overhanging into the right-of-way, if the garage door is closed. (See Illustration 8 in Sec. 5.1-1)
- (vi) *Width of lot.* The minimum width of an interior lot shall be 60 feet and the minimum width of a corner lot shall be 70 feet, provided that where a lot has less width than herein required, and such lot was in separate ownership prior to September 25, 1967, this requirement will not prohibit the erection of a one-family dwelling.
- (vii) *Lot area.* The minimum lot area for a multifamily dwelling shall be 15,000 square feet; for each unit over ten an additional 1,500 square feet of lot area shall be required. Where public or community sewer is not available and in use, for the disposal of all sanitary sewage, multifamily developments shall be approved by the City Sanitarian.
- (viii) *Residential setback.* Effective November 8, 2006, where a multifamily dwelling abuts a one or two family use or zoning district, the setback from the one or two family property line shall be at least 20 feet plus one foot for each foot of building height over 20 feet.
- (ix) *Lot coverage.* For multifamily structures, the combined area of all yards shall be at least 55 percent of the total lot or tract; provided, however, that in the event enclosed parking is provided the minimum total yard area requirement shall be 40 percent of the total lot or tract.
- (x) *Distance between structures.* For multifamily structures, there shall be a minimum of ten feet between structures side by side; a minimum of 20 feet between structures side by front or rear; a minimum of 40 feet between structures front to front; and a minimum of ten feet between structures backing rear to rear, and a minimum of 20 feet front to rear. (See Illustration 1 in Sec. 3.3-3)
- (xi) *Lot depth.* 100 feet.
- (xii) *Parking.*
For apartments, apartment hotel units and other multifamily dwellings, off-street parking spaces shall be provided in accord with the following schedule:
 1. One-bedroom apartment or unit . . . 1 1/2 spaces
 2. Two-bedroom apartment or unit . . . 2 spaces
 3. Each Additional bedroom . . . 1/2 space
 4. Each dwelling unit provided exclusively for low income elderly occupancy . . . 3/4 space ("Low income elderly" is defined as any person 55 years of age or older with low or moderate income, according to HUD standards.)

3.6. *Special Use Permits.*

- 3.6-1. *Compatible and orderly development.* A special use permit may be granted to allow compatible and orderly development which may be suitable only in certain locations and zoning districts if developed in a specific way or only for a limited period of time.
- 3.6-2. *Application processing.* Application for a Special Use Permit shall be processed in accordance with Section 2.1 of this Chapter and shall include the pertinent information as determined by the type of Special Use Permit and additional information as determined by the Planning Director, the Planning Commission or the City Council.

Types of Special Use Permit:

Type 1. Regulates land use only; does not require specific site plan or schedule. Construction within a Type 1 Special Use Permit will comply with all of the standard construction requirements for the approved use at the time of construction permit, including drainage plans, TIA, driveway location, and landscaping.

Type 2. Requires a site plan drawn to scale and shall show the arrangement of the project in detail, including parking facilities, locations of buildings, uses to be permitted, landscaping, and means of egress and ingress.

- 3.6-3. *Standards.* When considering applications for a special use permit, the Planning Commission in making its recommendation and the City Council in rendering its decision on the application shall, on the basis of the site plan, if a Type 2, and other information submitted, evaluate the impact of the special use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. The Planning Commission and the City Council shall specifically consider the extent to which:
- (a) *Comprehensive plan consistency.* The proposed use at the specified location is consistent with the goals, objectives and policies contained in the adopted Comprehensive Plan;
 - (b) *Zoning district consistency.* The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
 - (c) *Supplemental Standards.* The proposed use meets all supplemental standards specifically applicable to the use as set forth in this Chapter;
 - (d) *Character and integrity.* The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances.

A Type 2 Special Use Permit may include improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts, including but not limited to:

- (1) Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;
- (2) Off-street parking and loading areas;
- (3) Refuse and service areas;
- (4) Utilities with reference to location, availability, and compatibility;

- (5) Screening and buffering, features to minimize visual impacts, and/or set-backs from adjacent uses;
 - (6) Control of signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
 - (7) Required yards and open space;
 - (8) Height and bulk of structures;
 - (9) Hours of operation;
 - (10) Paving of streets, alleys, and sidewalks,
 - (11) Provisions for drainage,
 - (12) Exterior construction material and building design; and
 - (13) Roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.
- (e) *Public health, safety, convenience and welfare.* The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.
- 3.6-4. *Procedures for special use permit (SUP).* Granting of an SUP is considered zoning and as such, all the procedures for changing a zoning district apply to an application for an SUP. After a public hearing and upon the recommendation of the Planning Commission, the City Council may approve, deny or modify the site plan and issue a special use permit containing such requirements and safeguards as necessary to protect adjoining property, including conditions addressing the standards in Section 3.6-3(d).
- 3.6-5. *Revocation.* The SUP for a Type 1 permit may be considered for revocation if a use other than the use approved in the SUP or in the underlying zoning district is developed or other stated requirements are not met. The SUP for a Type 2 permit may be considered for revocation for the following reasons:
- (a) Construction is not begun within five years of the date of approval of the permit.
 - (b) Progress toward completion is not being made. Progress toward completion includes the following:
 - (1) An application for a final plat is submitted;
 - (2) A good faith effort is made to file with a regulatory agency an application for a permit necessary to begin or continue completion of the project;
 - (3) Costs have been incurred for developing the project including, without limitation, costs associated with roadway, utility, and other infrastructure facilities designed to serve in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of 5% of the most recent appraised market value of the real property on which the project is located;
 - (4) Security is posted with the city to ensure performance of an obligation required by the city; or

- (5) Utility connection fees or impact fees for the project have been paid to the City or New Braunfels Utilities.
 - (c) *Abandonment of the project.* Abandonment includes development of the property in a way other than provided for by the SUP.
 - (d) Failure to satisfy the conditions of the SUP or follow the site plan made part of the SUP.
 - (e) *Code violations.* Revocation may be considered if there are three or more code violations in a 720 day period.
 - (1) *Notice to property owner.* If the Planning Director finds no less than three violations of any code of ordinances on the property within a 360 day period, he shall advise the applicant of a revocation hearing. The Planning Director shall notify the property owner in writing of the violations and that an administrative hearing will be held concerning the violations. Such notice shall be given at least 10 days prior to the hearing. The Planning Director shall take evidence and conduct an administrative hearing to determine if a revocation procedure should be initiated. Such a determination is not subject to appeal to the Zoning Board of Adjustment.
 - (2) If the Planning Director finds that there is credible evidence that the code of ordinances has been violated, or there have been convictions or guilty pleas in any court of competent jurisdiction, on at least three separate occasions within a 720 day period, and after the administrative hearing, he shall initiate a SUP revocation process.
 - (3) *Appeal to Municipal Court.* Any code violation may be appealed to, or considered by, the Municipal Court Judge. The parties at interest in this appeal may cross examine witnesses.
 - (f) *Revocation process.* The revocation process shall be the same as for a zoning district change, with notice to property owners within 200 feet, public hearing and recommendation by the Planning Commission, and public hearing and ordinance consideration by the City Council.
 - (g) The City Council may deny the SUP revocation, approve the revocation, deny the revocation and add additional restrictions to the SUP, suspend the SUP for a period the Council determines, or amend the SUP with probationary requirements and terms the Council determines.
 - (h) Upon revocation of a special use permit the property subject to the special use permit may be used for any permitted use within the applicable base zoning district.
- 3.6-6. *Compliance with conditions.* Conditions which may have been imposed by the City Council in granting such permit shall be complied with by the grantee before a Certificate of Occupancy may be issued by the Building Official for the use of the building on such property.
- 3.6-7. *Telecommunication towers and/or antennas.* See Sec. 5.7
- 3.6-8. *Deviation from Code.* The City Council may approve a special use permit with deviations to any provision of the Code of Ordinances. Such deviations shall be listed or shown in or as part of the Ordinance approving the special use permit.

5.17. *Short term rental or occupancy.*

5.17-1 Purpose This section is intended to provide a procedure to allow the rental of private residences to visitors on a short-term basis, while ensuring that such rental use does not create adverse impacts to residential neighborhoods due to excessive traffic, noise, and density. Additionally, this section is intended to ensure that the number of occupants within such rental units does not exceed the design capacity of the structure to cause health and safety concerns, and that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions.

5.17-2 *Definitions:*

“Adult” means an individual 17 years of age or older.

“Bedroom” means a room designated and used primarily for sleeping and rest on a bed.

“Floodway” means the channel for a river or other water course and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

“Non-Residential District” means the following zoning districts: R-3, R-3L, R-3H, MU-A, MU-B, C-1, C-1A, C-1B, C-2, C-2A, C-3, C-4, C-4A, C-4B, C-O, M-1, M-1A, and M-2A. This includes all subsequently approved Special Districts identified as Non-Residential unless otherwise specified within the Special District.

“Occupant” means the person or persons who have rented the Short Term Rental and their guest(s).

“Operator” means every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government or any other group or combination acting as a unit who is the proprietor of a Short Term Rental, whether in the capacity of owner, lessee, sub-lessee, mortgagee in possession, license or any capacity. Where the operator performs his or her functions through a managing agent of any type of character, other than an employee, or where the operator performs his or her functions through a rental agent, the managing agent or the rental agent shall have the same duties as his or her principal.

“Owner” means the person or entity that holds legal and/or equitable title to the private property.

“Residential District” means the following zoning districts: R-1, R-1A-43.5, R-1A-12, R-1A-8, R-1A-6.6, R-2, R-2A, B-1, B-1A, B-1B, TH, TH-A, ZH, ZH-A and SND-1. This includes all Special and Planned Development Districts identified as Residential unless otherwise specified within the Special District.

“Resort Condominiums” means a form of housing tenure and other real property where a specified part of a piece of real estate (usually of an apartment house) is individually owned and rented out for use of persons for less than 30 days while use of and access to common facilities in the piece such as hallways, heating system, elevators, exterior areas is executed under legal rights associated with the individual ownership and controlled by the association of owners that jointly represent ownership of the whole piece.

“Resort Property” means a compound of buildings and facilities located together that provides lodging, entertainment and a relaxing environment to people on vacation. This includes 24 hour security and 24 hour front desk personnel. These units comply with all commercial building code standards.

“Short Term Rental” means the rental for compensation of one- or two -family dwellings, as defined in the IRC (International Residential Code), for the purpose of overnight lodging for a period of not less than one (1) night and not more than thirty (30) days other than ongoing month-to-month tenancy granted to the same renter for the same unit. This is not applicable to hotels, motels, bed and breakfasts, resort properties as defined in this ordinance or resort condominiums.

“Short Term Rental Decal” means the decal issued by the City as part of a Short Term Rental permit that identifies the subject property as a Short Term Rental, the Short Term Rental permit number, the owner or rental agent’s name and 24-hour emergency contact phone number of either the owner or the rental agent.

“Sleeping Area” means a room or other space within a Dwelling designed or used for sleeping, including a Bedroom. Tents and Recreational Vehicles shall not be considered a Sleeping Area.

5.17-3 Applicability.

- (a) Short Term Rental within Residential Districts is prohibited.
- (b) Short Term Rental is prohibited in any floodway located within the city limits, regardless of zoning district.
- (c) A Short Term Rental Permit is required prior to the use of a one family or two family dwelling as a Short Term Rental located within a Non-Residential District. Subject to Subsection (d), Standards, of this Section, an Owner shall obtain and maintain a current permit whenever a dwelling is used as a Short Term Rental. Annual inspection is required as specified in Subsection (f), Inspections, of this Chapter. A Special Use Permit is required in all zoning districts except C-4, C-4A and C-4B.
- (d) Within one hundred and eighty (180) days of the effective date of this Ordinance, the Owner or Operator of each existing legally established short term rental shall apply for and pay the permit fee for a Short Term Rental Permit. Within forty-five (45) days of receipt of a completed application, the permit fee and compliance with Subsection (e), Short Term Rental Permit, of this Section, a permit shall be issued to the Owner or Operator that will be good for one (1) year from the date issued and subject to the annual renewal inspection by the Fire Marshal. Ability to approve said permit is predicated on verification that the short term rental is in compliance with Section 2.3(b, c, d), Nonconforming Use.

5.17-4 Standards. All Short Term Rentals permitted pursuant to this Chapter are subject to the following standard requirements:

- (a) **Occupancy.** The maximum number of persons allowed to reside in a Short Term Rental is two (2) adults per Sleeping Area plus an additional four (4) adults per residence.
- (b) **Short Term Rental Decal Display.** As part of a Short Term Rental Permit, the City issued Short Term Rental Decal shall be posted on the front of each Short Term Rental in a location that is accessible and legible to an individual at the entry of the Short Term Rental.
- (c) **Parking.** A minimum of one (1) off-street parking space, not including the garage, per Sleeping Area shall be provided with a minimum of two (2) and a maximum not to exceed the number of Sleeping Areas plus one (1). No required parking shall be permitted within public right-of-way or access easements as defined by City and State regulations regarding parking.
- (d) **Life Safety.**
 - (1) All building and fire related construction shall conform to the City’s adopted IRC (International Residential Code) building code.
 - (2) A 2A:10B:C type fire extinguisher (a standard 5 lb. extinguisher) shall be properly mounted within 75 feet of all portions of the structure on each floor.
 - (3) Every sleeping room shall have at least one operable emergency escape and rescue opening.
 - (4) An evacuation plan posted conspicuously in each Sleeping Area.
 - (5) Every bedroom / sleeping area in a Short Term Rental that does not comply with Subsection (d)(4), Life Safety, of this Section shall not be used as a Sleeping Area and where equipped with a door, shall remain locked at all times when the Dwelling is being

used as a Short Term Rental. Such a non-compliant sleeping area shall not be included in the maximum occupancy calculation for the Short Term Rental. The owner / operator shall notify every Occupant, in writing, that the non-compliant Sleeping Area may not be used for sleeping.

(e) *Conduct on premises.*

- (1) Each occupant and visitor to a Short Term Rental shall comply with all applicable provisions of the City's Code, including, without limitation: noise and disorderly conduct restrictions from Chapter 82, Offenses and Miscellaneous Provisions; litter prohibition from Chapter 50, Environment; and others such as parking, and trespassing provisions. No occupant of or visitor to a Short Term Rental shall cause or permit a public nuisance to be maintained on such property. This information shall be included in the rental agreement and inside the Short Term Rental as specified in Subsection (7), Tenant Indoor Notification, below.
- (2) All Occupants shall be informed in writing of relevant City ordinance including, but not limited to, the City's nuisance and water conservation ordinances by the Owner/Operator of the Short Term Rental.
- (3) Excessive noise or other disturbance outside the Short Term Rental is prohibited between the hours of 10:00 p.m. and 8:00 a.m. This includes, but is not limited to, decks, portals, porches, balconies, patios, hot tubs, pools, saunas or spas.
- (4) No sleeping outdoors.

(f) *Signage.* Signage shall be in compliance with the City's current Sign Code.

(g) *Tenant Indoor Notification.* The Operator shall post in a conspicuous location of the Dwelling the following minimum information:

- (1) Maximum number of occupants.
- (2) Location of required off-street parking, other available parking and prohibition of parking on landscaped areas.
- (3) Quiet hours and noise restrictions.
- (4) Restrictions of outdoor facilities.
- (5) 24 hour contact person and phone number.
- (6) Property cleanliness requirements.
- (7) Trash pick-up requirements, including location of trash cans.
- (8) Flooding hazards and evacuation routes. Including information on the emergency siren system.
- (9) Emergency numbers.
- (10) Notice that failure to conform to the occupancy and parking requirements is a violation of the City's Municipal Code and occupant or visitor can be cited.
- (11) Other useful information about the community.

(h) *Rental Agreement Notification.* The rental agreement between the owner/operator of the Short Term Rental and the occupant shall include by attachment, all of the information provided on the Tenant Indoor Notification signage.

5.17-5 Short Term Rental Permit.

(a) *Application.* Application for a Short Term Rental Permit shall be in writing on an application form available in the Planning Director's office, shall be accompanied by a one-time payment of the fee of \$50 and shall include the following information, at a minimum:

- (1) A list of all Owners of the short term rental including names, address and telephone numbers.
- (2) A sketch or narrative describing the location of the available parking spaces as required by Subsection d(3), Parking, of this Section.
- (3) A sketch of the floor plan.
- (4) The name, address and 24 hour telephone numbers of a contact person who shall be responsible and authorized to respond to complaints concerning the use of the Short Term Rental.
- (5) Proof of Hotel Occupancy Tax compliance with Chapter 351 of the Tax Code, before permit is granted.

- (6) A statement that the Owner of the Short Term Rental has met and will continue to comply with the standards and other requirements of this Ordinance.
- (7) Provide current email address of Owner/Operator, if applicable.
- (8) If Owner/Operator has a property management or agent, Owner/Operator shall provide property management or agent phone number, mailing address and email address.
- (b) *Completeness of Application.* If the application is incomplete or the full fee has not been paid, the Planning Director shall notify the applicant in writing, within 10 business days of the date of the application, that the application is incomplete and will not be considered by the City until the application is complete and/or the full fee is paid. If the full fee is not paid or the application is not complete within 45 days of the date of the application, the application shall expire.
- (c) *Annual Renewal.* A Short Term Rental Permit will be renewed annually through an inspection conducted by the Fire Marshal to verify continued compliance with Subsection 17-4, Standards, of this Section.
- (d) *Transferability.* A Short Term Rental Permit is transferable to a new property owner, if the new property owner submits a Short Term Rental Permit application and agrees in writing to comply with the requirements of this Ordinance. A new Owner must apply for a Short Term Rental Permit within ninety (90) days from the closing date of the purchase. The new Owner must provide a copy of the closing statement with the Short Term Rental Permit application form. Failure of the new property owner to apply for permit within ninety (90) days from the closing date will revoke the Short Term Rental Permit. Short Term Rentals existing prior to the effective date of this ordinance that are non-conforming to the zoning for which property is located, but obtained a permit in compliance with Subsection 17-3(d), Applicability, shall become null and void if the new Owner fails to apply for the Short Term Rental Permit within ninety (90) days from the date of the deed of the new Owner's purchase.
- (e) *Appeal.* If an application for a Short Term Rental Permit or renewal is denied, the Owner or Operator may appeal to the Planning and Zoning Commission by written notice delivered within thirty (30) days of denial or revocation.

5.17-6 Inspections. To ensure continued compliance with the requirements of this Section a Short Term Rental shall be inspected in the following methods:

- (a) *Transfer Inspection.* As part of the transfer of a Short Term Rental Permit to a new Owner, in accordance with Subsection (e)(4), Transferability, and the issuance of a new Short Term Rental Permit the City's Fire Marshal shall conduct an inspection to verify compliance with this Ordinance.
- (b) *Fire Extinguishers.* The Owner/Operator is responsible for obtaining annual independent inspections of the fire extinguishers in compliance with the City's current Fire Code.
- (c) *Immediate Inspection.* The City will perform inspections immediately when a violation is suspected.
- (d) *Annual Fire Inspection.* The City's Fire Marshal's Office will perform annual inspections for compliance with this Ordinance.

5.17-7 Enforcement/Penalty.

- (a) *Emergency Contact.* The Owner/Operator of the Short Term Rental shall provide the City with a twenty-four (24) hour contact number. Should a law enforcement officer respond to the Short Term Rental and issue a citation for any violation of City Ordinances, the Owner/Operator shall be called by the officer. The Owner/Operator shall attempt to contact the occupants within one hour of the call to address the occupants about the complaints. Should a second complaint be filed and citation issued to any part of the occupants or guests, the Owner/Operator must take appropriate step, in accordance with the individual rental agreement, to assure future complaints do not occur. Should three (3) separate citations be issued to an occupant or their guest(s), involving separate occupants under separate rental agreements within a six (6) month period, the Short Term Rental Permit may be revoked in accordance with the revocation process specified in Subsection (h), Revocation.
- (b) Violations of any Subsection of this Section may revoke the Short Term Rental Permit in accordance with Subsection (h), Revocation.

- (c) Failure to pay Hotel Occupancy Tax timely is considered a violation of this Section and may result in revocation of the Short Term Rental Permit in accordance with Subsection (h), Revocation. Owner shall have 30 days from the date the City or State issue a notice of delinquency to submit delinquent Hotel Occupancy Tax to City and State before revocation of the Short Term Rental Permit begins.
- (d) Failure to successfully complete the renewal process of a Short Term Rental Permit is considered a violation of this Section. Owner shall have 45 days from the date City issues notice of denial to gain compliance of noncompliant items before the revocation of the Short Term Rental Permit begins.
- (e) The provisions of this Subsection are in addition to and not in lieu of any criminal prosecution or penalties as provided by City Ordinances or County or State Law.
- (f) *Proof.* Prima facie proof of occupancy of a Dwelling is established in any prosecution for violation of this Section if it is shown that vehicles with registrations to persons having different surnames and addresses were parked overnight at the Dwelling. Establishment of a prima facie level of proof in this Subsection does not preclude a showing of illegal "occupancy" of a Dwelling by a person in any other manner.
- (g) *Offense.* It is an offense for the property owner, any agent of the property owner, or the occupant(s) to directly occupy or indirectly allow, permit, cause, or fail to prohibit an occupancy in violation of this Ordinance 144-5.17. Each day that a unit is occupied in violation of this ordinance shall be considered a separate offense, and, upon conviction, shall be subject to a minimum fine of \$500.00 to a maximum fine of \$2,000.00 per violation.
- (h) Each day of violation of said Standards and provisions of this Section constitutes a separate offense and is separately punishable, but may be joined in a single prosecution.

5.17-8 *Revocation.* If any violations stated in Subsection (g), Enforcement/Penalty, of this Section have been committed and not corrected within the time specified the Planning Director shall begin the procedures to revoke the Short Term Rental Permit in accordance with the following:

- (a) The City shall give thirty (30) day written notice to the Owner/Operator regarding the public hearing date and recommendation by the Planning Commission, and public hearing and decision by the City Council.
- (b) The City shall provide written notice to property owners within 200 feet of the subject property at least 15 days prior to the hearing.
- (c) If a Short Term Rental Permit is revoked, the Owner/Operator may not reapply for the same property for a period of twelve (12) months.

5.17-9 *Abrogation and Greater Restrictions.* This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Draft Minutes for the May 1, 2018 Planning Commission Regular Meeting

PZ-18-008: Public hearing and recommendation to City Council regarding the proposed rezoning request to apply a Special Use Permit to allow the short term rental of a single-family residence in the "C-2" Central Business District, addressed at 657 South Castell Avenue.

(Applicant: Kydell; Case Manager: M. Greene)

Mr. Greene presented the Staff report and recommended approval, with the following requirements:

1. The existing residential appearance of the building must be maintained.
2. The SUP will be in compliance with the approved site plan. Any significant changes to the site plan will require a revision to the SUP.

Chair Edwards asked if anyone wished to speak in favor.

Tracie Wright-Reneau, 309 Elmwood, wished to speak in favor. She stated she intended to operate short-term rentals adjacent to the subject property in the future.

Chair Edwards asked if anyone wished to speak in opposition.

No one spoke.

Motion by Commissioner Laskowski, seconded by Commissioner Hoyt, to close the public hearing. The motion carried (7-0-0).

Commissioner Laskowski reiterated he believes a minimum number of bathrooms should be required based on short-term rental occupancy.

Commissioner Hoyt inquired if the allowance of short-term rentals in the area is consistent with the proposed South Castell project and if the short term rental of the house could be viewed as a means of maintaining the structure and neighborhood integrity as the neighborhood redevelops.

Discussion followed regarding the South Castell Avenue project.

Mrs. Snell stated Staff believes the allowance of short-term rentals is a reasonable transition use for South Castell Avenue.

Motion by Commissioner Hoyt, seconded by Commissioner Bowers, to recommend approval to City Council regarding the proposed rezoning request to apply a Special Use Permit to allow the short term rental of a single-family residence in the "C-2" Central Business District, addressed at 657 South Castell Avenue, with Staff recommendations. Motion carried (7-0-0).

ORDINANCE NO. 2018-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS GRANTING A TYPE 2 SPECIAL USE PERMIT TO ALLOW SHORT TERM RENTAL OF A SINGLE FAMILY DWELLING IN THE "C-2" CENTRAL BUSINESS DISTRICT, ON LOT 7, CITY BLOCK 1034, ADDRESSED AT 657 SOUTH CASTELL AVENUE; REPEALING ALL ORDINANCES IN CONFLICT; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of a Special Use Permit, the City Council has given due consideration to all components of said permit; and

WHEREAS, the City also recognizes that granting such a permit is possible while promoting the health, safety, and general welfare of the public, by providing harmony between existing zoning districts and land uses; and

WHEREAS, it is the intent of the City to ensure for the health, safety and general welfare of the public by providing compatibility and orderly development, which may be suitable only in certain locations in a zoning district through the implementation of a Special Use Permit meeting those requirements cited in Sections 3.6-2 and 3.6-3, Chapter 144, of the New Braunfels Code of Ordinances; and

WHEREAS, the property is located in an area suitable for short term rentals; and

WHEREAS, the City Council desires to grant a Type 2 Special Use Permit for Lot 7, City Block 1034, addressed at 564 South Castell Avenue, to allow the short term rental of a single family dwelling in the "C-2" Central Business District; **now therefore**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

SECTION 1

THAT pursuant to Section 1.2-3, Chapter 144 of the New Braunfels Code of Ordinances, the Zoning Map of the City of New Braunfels is revised by adding the following described tract of land as a Type 2 "Special Use Permit" for the uses and conditions herein described:

"Being Lot 7, City Block 1034, addressed at 657 South Castell Avenue, as delineated in the attached Exhibit 'A', to allow the short term rental of a single family dwelling in the "C-2" Central Business District."

SECTION 2

THAT the Special Use Permit be subject to the following additional restrictions:

1. The existing residential character and appearance of the building must be maintained.
2. Exhibit 'B' shall be the adopted Type 2 Special Use Permit site plan.
3. The Type 2 Special Use Permit will be in compliance with the approved site plan. Any significant changes to the site plan will require a revision to the Type 2 Special Use Permit.

SECTION 3

THAT all other ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent that they are in conflict.

SECTION 4

THAT if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

SECTION 5

THIS ordinance will take effect upon the second and final reading of same.

PASSED AND APPROVED: First Reading this the 29th day of May, 2018.

PASSED AND APPROVED: Second Reading this the 11th day of June, 2018.

CITY OF NEW BRAUNFELS

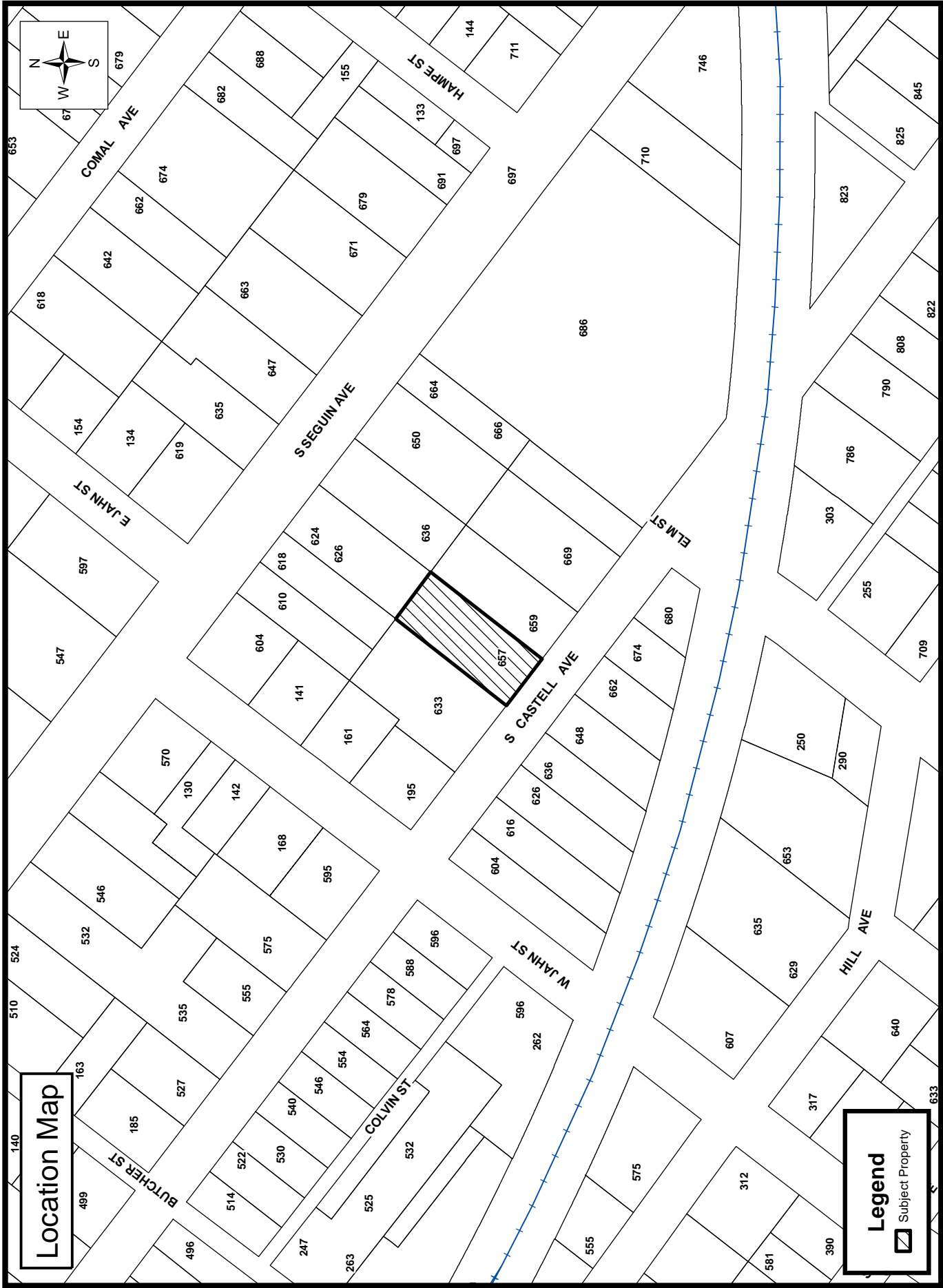
BARRON CASTEEL, Mayor

ATTEST:

PATRICK D. ATEN, City Secretary

APPROVED AS TO FORM:

VALERIA M. ACEVEDO, City Attorney



PZ-18-008

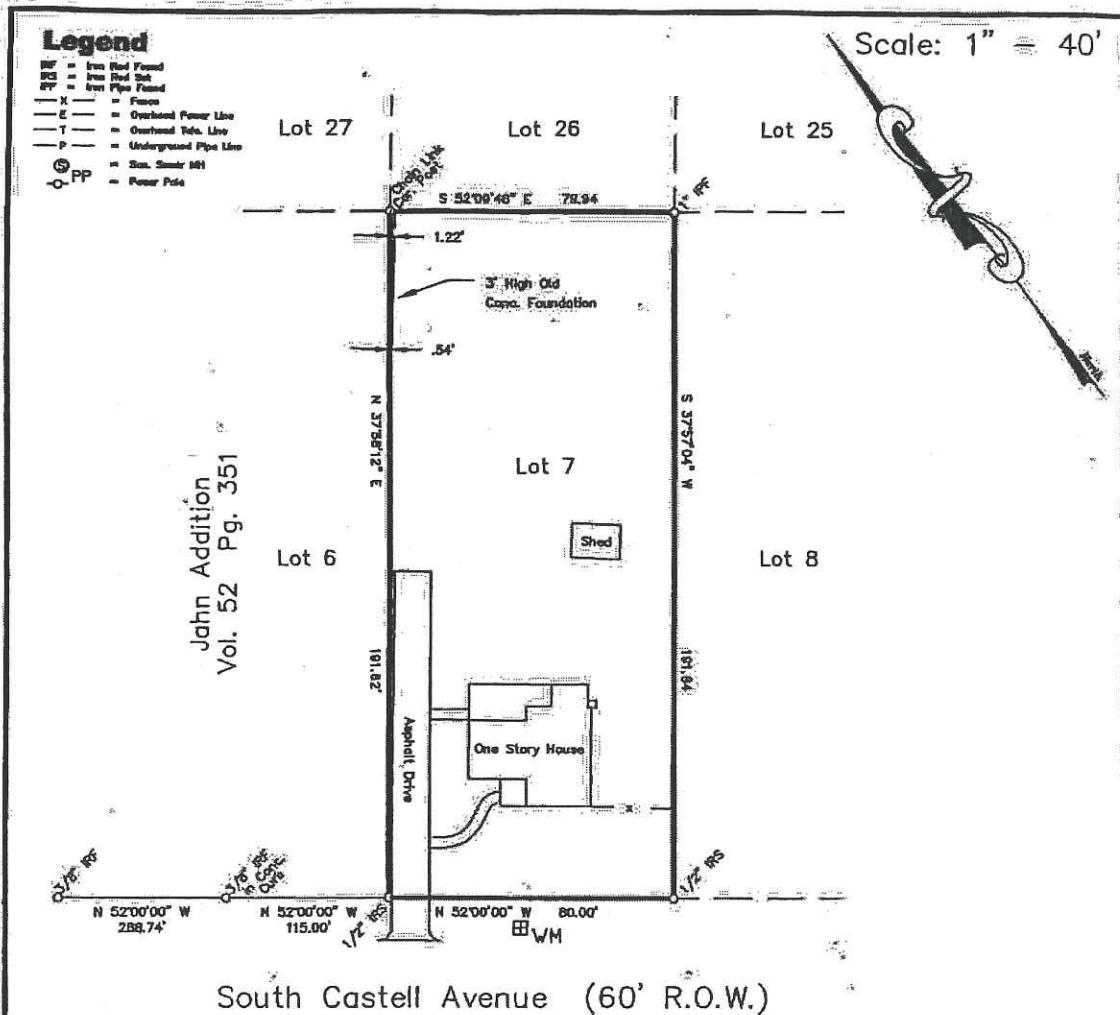
657 S. Castell Ave.

SUP for Short Term Rental



SITE PLAN

Survey map



PLAT SHOWING:

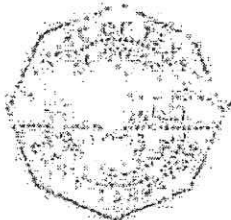
LOT SEVEN (7), NEW CITY BLOCK ONE THOUSAND THIRTY FOUR (1034), CITY OF NEW BRAUNFELS, COMAL COUNTY, TEXAS, AND BEING THAT SAME LOT 7 CONVEYED BY JERE H. DIAL AND WIFE, PATRICIA N. DIAL TO RAY PERRY, INC. BY DEED DATED MAY 25, 2000 AND RECORDED AS DOCUMENT NO. 200006035517 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

PROPERTY ADDRESS: 657 S. CASTELL AVENUE, NEW BRAUNFELS, TEXAS 78130

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT THIS SURVEY WAS MADE ON THE GROUND AND COMPLETED ON JUNE 8, 2005 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. AN ENCROACHMENT OF AN OLD, 3 FOOT HIGH CONCRETE FOUNDATION ACROSS THE NORTHWEST BOUNDARY LINE OF THIS LOT IS AS SHOWN. ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP, NEW BRAUNFELS, TEXAS COMMUNITY-PANEL THIS PROPERTY DOES NOT LIE IN A DESIGNATED 100 YEAR FLOOD ZONE.

Gerard S. Scholler
GERARD S. SCHOLLER
TEXAS R.P.L.S. 1876



WILLIAM J. KOLODZIE SURVEYING CO.
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