

MASTER SERVICES AGREEMENT
FOR
CITY OF PFLUGERVILLE RIGHT OF WAY SERVICES
(30/24-in SH 45 Pump Station Discharge Line Project)

WORK AUTHORIZATION NO. 2024-1

This WORK AUTHORIZATION is made pursuant to the terms and conditions of the Master Services Agreement executed the 27th day of February, 2023 by and between the City of Pflugerville and Seven Arrows, hereinafter referred to as the Agreement.

The Consultant will perform the professional services as shown in Attachment A, Scope of Services, which will include the tasks to be performed, the deliverables to be provided by the Consultant, and the milestone schedule for completing the tasks and the deliverables for eleven (11) parcels on the 30/24-in SH 45 Pump Station Discharge Line Project.

Compensation to the Consultant for the services provided pursuant to this Work Authorization shall be in accordance with Article 4 of the Master Services Agreement, as further detailed in Attachment B to this Work Authorization. Attachment B shall include the method and basis for determining the compensation for this work authorization. The maximum amount payable under this Work Authorization is \$182,820, unless amended by a Supplemental Work Authorization.

This Work Authorization does not waive any of the parties' responsibilities and obligations provided under the Master Service Agreement.

CITY OF PFLUGERVILLE

BY: _____
Director

DATE: _____

BY: _____
City Manager

DATE: _____

7ARROWS LAND STAFF

BY: Nicole Costanza
Managing Partner

DATE: August 27, 2024



August 27, 2024

City of Pflugerville
Attn: Norma Martinez, MBA
NormaM@pflugervilletx.gov

Re: City of Pflugerville
30/24-in SH 45 Pump Station Discharge Line Project
Land Rights Acquisition Services

SCOPE OF SERVICES / Attachment "B"

GENERAL: The City of Pflugerville has real estate impacts associated with the 30/24-in SH 45 Pump Station Discharge Line Project (the Project) which will include appraisal and real estate acquisition services. 7Arrows Land Staff, LLC (7Arrows) shall provide a variety of services to support the City of Pflugerville in execution of the project including appraisal and land rights acquisition services. 7Arrows's services may also include, as directed by the City, assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project.

BASIC SERVICES: 7Arrows shall render the following professional services in connection with the development of the Project.

1. **Pre-Acquisition Services**

- a) Research preliminary ownership and county tax information.
- b) Prepare and obtain any Rights of Entry necessary for surveying, geotechnical investigations, and environmental services.

2. **Title Services**

- a) Review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
- b) Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements.
- c) Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by City will be required for any exceptions to coverage.
- d) Attend closings and provide closing services in conjunction with Title Company for all tracts.



- e) Record all original instruments immediately after closing at the respective County Clerk's Office.
- f) Research title and provide Condemnation Title Report to legal counsel for property rights that will be acquired through Eminent Domain. (See item 7 below)

3. Appraisal Services

- a) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- b) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- c) Finalize complete appraisal report for each parcel. These reports shall conform to the City's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
- d) All completed appraisals will be administratively reviewed and approved by the City.
- e) Appraisal fee could be adjusted based on complexity of evaluation within range provided in Fee Schedule.

4. Negotiation Services

- a) Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
- b) Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of liens, waiver of lienholders and clear any title, if 7Arrows staff cannot cure title through standard practices, the City will be responsible for obtaining legal counsel to remedy any tile deficiencies as required by title or alternatively, may elect to close the easement without a title policy).
- c) Prepare the initial offer letter and any other documents required or requested by the City in an acceptable form.
- d) Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
- f) Respond to property owner inquiries verbally and/or in writing within two business days.
- g) Prepare a separate negotiator contact report for each parcel file for each contact.
- h) Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.



- i) Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- j) Prepare second and final offer letter as necessary.

5. Acquisition/Closing Services

- a) Prepare check request, review closing documents and facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
- b) Transport any documents to the City and landowner for signatures.
- c) Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
- d) Review Title Policy and provide to City for permanent storage.

6. Project Administration

- a) Maintain current status reports of all parcel and project activities.
- b) Provide bi-weekly update reports to City of Pflugerville, as requested.
- c) Participate in up to 10 project review meetings as requested, all additional meetings will be charged on a per hour basis.
- d) Copy designated City representative(s) on all property owner correspondence, as requested.
- e) Maintain copies of all correspondence and contacts with property owners.
- f) Update database with current status information and documentation.
- g) Condemnation Support Services are not included in the Basic Scope of Services.



SUPPLEMENTAL SERVICES (Not contemplated within BASIC SCOPE & FEE):

7. Condemnation Support

- a) Upon receipt to proceed with Eminent Domain from City, order updated “Condemnation Limited Title Report” (search parameters set by City and/or outside legal counsel)
- b) Prepare condemnation package as directed by City and deliver to City’s designee or legal counsel.
- c) Upon notification from City, request update of appraisal.
- d) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by City (additional fees to be charged on an hourly basis).
- e) As necessary, the ROW Manager will appear and provide Expert Witness testimony when requested (Additional fees will be charged on an hourly basis).
- f) Supplemental Appraisal Fee to be applied for complex appraisals as needed.

Submitted By: *Nikki Costanza*

Nicole Costanza,
Managing Partner Date:
8/27/2024

Fee Schedule - 30/24 Inch SH 45 Pump Station Discharge Line Project	
Service Item	Service Fee
<u>I. Acquisition Services</u>	
Right of Entry	\$ 1,000
Title & Title Curative	\$ 2,000
Administrative Fee	\$ 1,500
Permanent Easement / ROW Acquisition	\$ 3,000
Closing Services	\$ 1,500
Total Price per Parcel	\$ 9,000
Number of Parcels	11
<i>Sub-Total Acquisition Services</i>	<i>\$ 99,000</i>
Additional Easement Fee	\$ 1,000
No. of Parcels with 1+ Easement	11
<i>Sub-Total Acquisition Services (1+ Easement)</i>	<i>\$ 11,000</i>
<u>II. Appraisal Services</u>	
Land Appraisals	\$ 4,620
Parcel Count - Land Appraisals	11
<i>Total Appraisal Services</i>	<i>\$ 50,820</i>
<u>III. Project Management Services</u>	
Project Manager Hourly Rate (\$/Hr)	\$ 200
Agent Hourly Rate (\$/Hr)	\$ 125
Project Management Hours	110
<i>Total Project Management Services</i>	<i>\$ 22,000</i>
Total Estimated Cost	\$ 182,820
<u>IV. Condemnation Support Services</u>	
Testifying Witness Hourly Rate (\$/hr)	\$ 400
Appraiser Associate Hourly Rate (\$/hr)	\$ 250
Research Hourly Rate (\$/hr)	\$ 125
Condemnation Cost will be estimated on an as needed basis and provided as a supplement.	
*Relocation Services are not included in this fee schedule.	
*7Arrows Land Staff, LLC will only charge for services performed.	



7Arrows Land Staff, LLC

SEVEN ARROWS
LAND STAFF

Parcel	Property ID
1	550284
2	281536
3	281537
4	281539
5	281540
6	281543
7	281546
8	281548
9	281551
10	281567
11	371251

Summary,

On April 1, 2024, City of Pflugerville selected Black & Veatch Corporation to provide Preliminary Engineering Report phase services for the 30/24-inch State Highway 45 Pump Station Discharge Line project. This proposed water line will run parallel to the northern frontage road of State Highway 45 and will connect the future State Highway 45 Pump Station to 960' Pressure Zone. This project will provide additional conveyance capacity to serve growth in the 960' Pressure Zone. This item supports the Infrastructure Pillar of the Strategic Plan.

Black & Veatch Corporation's proposed scope of services includes the validation of the anticipated alignment and assessing the following factors: community, cost, engineering, construction, regulatory, geotechnical, and environmental. Black & Veatch Corporation will prepare a Preliminary Engineering Report summarizing the findings and recommendations given in the technical memorandum. The Preliminary Engineering Report will serve as a guide for future design phase services.

30/24-inch Hwy 45 Pump Station Discharge Line





We have reviewed the access needed for preliminary field investigations (site visits, geotechnical, environmental) and developed the following list of properties to request right-of-entry (ROE) by 7Arrows.

Property ID	Geographic ID	Site Address	Legal Description	Owner Name (Owner ID)	Mailing Address
50284	0283410703	HEATHERWILDE BLVD, TX 78660	ABS 200 SUR 71 CONRAD P ABS 2382 SUR 2 MAXEY J W ACR 44.9206 (1-D-1W)	45/130 NYCTEX LTD (1892356)	901 RIO GRANDE STE 200 AUSTIN TX 78701-2252
281536	0283410104	N STATE HY 45, TX 78660	ABS 200 SUR 71 CONRAD P ABS 2382 SUR 2 MAXEY J W ACR 71.793 (1-D-1)	TIMS ACRES LTD (252981)	230 KLATTENHOFF LN HUTTO TX 78634-4642
281537	0283410106	N STATE HY 45, TX 78660	ABS 200 SUR 71 CONRAD P ABS 2382 SUR 2 MAXEY J W ACR 67.047*(1-D-1)	SH45 LP (1916099)	901 S MOPAC EXPY BLDG V STE 100 AUSTIN TX 78746-5776
281539	0283410110	N STATE HY 45, TX 78660	ABS 488 SUR 35 LEE J C ACR 55.9321 (1-D-1)	ASCENSION SETON (1839989)	1345 PHILOMENA ST AUSTIN TX 78723-3210
281540	0283410112	4924 N STATE HY 45, TX 78660	ABS 200 SUR 71 CONRAD P ACR 6.1040	LG WILKE LANE LLC (1956651)	3500 MAPLE AVE STE 1600 DALLAS TX 75219-3936
281543	0283410117	5054 N STATE HY 45, TX 78660	ABS 488 SUR 35 LEE J C ACR 4.41	SH45 4AC LLC	9005 MOUNTBATTEN CIR AUSTIN TX US 78730-3023
281546	0283410121	4100 N STATE HY 45 WB, TX 78660	ABS 200 SUR 71 CONRAD P ACR 3.459	TIMS ACRES LTD	230 KLATTENHOFF LN HUTTO TX 78634-4642
281548	0283410122	4200 N STATE HY 45, TX 78660	ABS 200 SUR 71 CONRAD P ACR 17.158(1-D-1)	SH45 LP (1919414)	901 S MOPAC EXPY BLDG V STE 100 AUSTIN TX 78746-5776
281551	0283410125	4212 N STATE HY 45, TX 78660	ABS 200 SUR 71 CONRAD P ACR 1.2890 MH SHC4581	SH45 LP	901 S MOPAC EXPY BLDG V STE 100 AUSTIN TX 78746-5
281567	0283410141	N STATE HY 45, TX 78660	ABS 200 SUR 71 CONRAD P ACR 47.463 (1-D-1)	ZAMZAM INVESTMENTS LLC (1932863)	7801 CAP OF TX HWY #390 AUSTIN TX 78731
371251	0283410146	N STATE HY 45, TX 78660	ABS 200 SUR 71 CONRAD P ACR 123.593 (1-D-1)	TIMMERMAN HAGN LTD (330438)	230 KLATTENHOFF LN STE 100 HUTTO TX 78634-4642