

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # 2
FOR
WASTEWATER MASTER PLAN**

**STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This Supplemental Agreement No. 2 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Freese and Nichols, Inc. ("Consultant"). City and Consultant may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the City and Consultant executed an Agreement for Professional Services ("Agreement") on the 10 day of April, 2018 for the Wastewater Master Plan project ("Project") in the amount of \$278,940; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 1 for Professional Services for the Project in the amount of \$23,150, on October 22, 2018 to add Impact Fee Evaluation to the Agreement; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 2 for Professional Services for the Project in the amount of \$64,991, on March 12, 2019 to add Wastewater Impact Fee Update to the Agreement; and

WHEREAS, it is necessary for the City to amend its agreements from time to time to comply with changes in state law relating to contracts of municipalities.

NOW, THEREFORE, premises considered, the City and the Consultant agree that said Agreement is amended as follows:

I.

Article II. Term shall be amended by changing the term of the Agreement to terminate on February 28, 2020, with the ratification and incorporation of the remaining terms of the Agreement.

Article III. Scope of Services and Exhibit A, shall be amended as set forth in the attached addendum to Exhibit A.

Article III. Work Schedule and Exhibit A, shall be amended as set forth in the attached addendum to Exhibit A.

Article IV. Compensation to Consultant and Exhibit C (Fee Schedule), shall be amended by increasing by \$64,991 the amount payable under the Agreement for a total of \$367,081, as shown by the attached Addendum to Exhibit A (Fee Schedule).

2.

Except as amended hereby and as previously amended as indicated above, the terms of the Agreement shall remain unchanged and in full force and effect.

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONSULTANT

_____	_____
(Signature)	(Signature)
Printed Name: <u>Sereniah Breland</u>	Printed Name: <u>Keaton King P.E.</u>
Title: <u>City Manager</u>	Title: <u>Vice President</u>
Date: _____	Date: <u>March 4, 2019</u>

APPROVED AS TO FORM:

Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

EXHIBIT A
City of Pflugerville
Wastewater Impact Fee Update
Scope of Work

Project Understanding

Freese and Nichols, Inc. (FNI) understands that the City of Pflugerville (City) is seeking to update the existing wastewater impact fees, consistent with the requirements of Chapter 395 of the Texas Local Government Codes. The City seeks to do this by updating study areas, updating an existing conditions analysis, determining the growth in wastewater flows for the 10-year planning period, reviewing and updating the wastewater impact fee capital improvements program, updating the service unit equivalency table and calculating the maximum fee per service-unit for the wastewater system. The wastewater study will have two study areas: the Central Basin and the Cottonwood/Wilbarger Basin, and separate impact fee calculations will be conducted for each study area. The study will be coordinated through a Capital Improvements Advisory Committee (appointed by the City) and culminate with adoption through a public hearing process.

Scope of Work

1. **Project Kick-Off Meeting:** Freese and Nichols, Inc. (FNI) will meet with the City to review scope, project team, schedule of the project, and discuss the data request memorandum.
2. **Data Collection:** FNI will compile information from the City including recently completed system improvements, existing impact fee study, and information on service unit equivalents.
3. **Prepare Land Use Assumptions for Impact Fees:** FNI will utilize the land use assumptions developed for the wastewater master plan to develop 10-year land use assumptions for the impact fee study. The land use assumptions will be split into the Central Basin for one service area and the Cottonwood/Wilbarger Basins for a second service area.
4. **Identify Existing Projects Eligible for Impact Fee Cost Recovery:** FNI will review recently completed wastewater improvements and determine which projects are eligible for future cost recovery from growth.
5. **Conduct Wastewater Impact Fee Capacity Analysis for Existing Projects:** FNI will utilize the wastewater model to analyze recently completed projects for remaining capacity for impact fee cost recovery for 10-year projected growth.
6. **Develop Wastewater Impact Fee CIP:** FNI will develop an impact fee CIP based on the improvements recommended as part of the wastewater master plan for each service area. Impact fee eligible improvements are intended to serve growth within the next 10 years. Maps will be prepared showing the proposed wastewater capital improvement plan projects included in the impact fee calculation.

7. Progress Meeting: Wastewater Impact Fee CIP: FNI will meet with the City to review the Impact Fee CIP map including existing projects eligible for impact fee recovery.
8. Conduct Wastewater Impact Fee Capacity Analysis for Proposed Projects: FNI will utilize the wastewater model to analyze proposed wastewater improvements for eligible capacity for impact fee cost recovery for 10-year projected growth.
9. Calculate Project Costs Eligible for Impact Fee Cost Recovery: FNI will utilize the capacity analysis and capital project costs to calculate the percentage of project cost eligible for impact fee cost recovery.
10. Develop Service Unit Equivalents (SUEs) for Wastewater System: FNI will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year growth conditions for each service area.
11. Calculate Maximum Allowable Impact Fees: FNI will develop maximum allowable impact fees by service area using the 50% credit method based on the existing and proposed capital improvement costs to support 10-year growth based on projected increase in SUEs.
12. Develop Draft Impact Fee Report: FNI will prepare a Draft Water and Wastewater Impact Fee Report showing land use assumptions, water and wastewater impact fee eligible capital improvement costs, and maximum allowable water and wastewater impact fees. An electronic PDF copy and three (3) hard copies of the draft report will be delivered to City.
13. Progress Meeting: Draft Report: FNI will meet with City to discuss Draft Report and solicit comments.
14. Finalize Impact Fee Report: FNI will prepare a final Water and Wastewater Impact Fee Report and deliver an electronic PDF copy and ten (10) hard copies to the City.
15. Citizen Advisory Committee Presentations: FNI will conduct up to three presentations to the Citizen Advisory Committee and/or the City Council. Topics may include impact fee program overview, summary of land use assumptions and capital improvements plan, or impact fee analysis and results. FNI will prepare presentation materials and exhibits for the Citizen Advisory Committee presentations.
16. Stakeholder Meeting: FNI will attend one stakeholder meeting to present the impact fee process and findings. FNI will prepare presentation materials and exhibits for the stakeholder presentation.
17. City Council Meetings: FNI will attend one council workshop on impact fees and one Public Hearing to present and address questions about the land use assumptions, capital improvements plan, and

impact fee calculations. FNI will prepare presentation materials and exhibits for the council presentations.

Summary of Meetings

1. Kick-off Meeting
2. Progress Meeting: Impact Fee CIP
3. Progress Meeting: Draft Report
4. CIAC Meeting #1: Land Use Assumptions and Impact Fee 101
5. CIAC Meeting #2: Draft CIPs
6. CIAC Meeting #3: Impact Fee Calculations
7. Stakeholder Meeting
8. Council Workshop
9. Public Hearing

Project Schedule

FNI will provide a draft impact fee report within seven (7) months of notice to proceed.

FNI will complete the scope of work within eleven (11) months of notice to proceed.

