# PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT # 3 FOR

# DRAINAGE MASTER PLAN AND DRAINAGE UTILITY FEE STUDY

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This Supplemental Agreement No. 3 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Halff Associates, 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 24h day of September, 2020 for the Drainage Master Plan and Drainage Utility Fee Study project ("Project") in the amount of \$247,215.00; and

WHEREAS, the City and Consultant executed a Supplemental Agreement #1 for Professional Services for the Project on the 8<sup>th</sup> day of December 2021 in the amount of \$65,110.00; and

WHEREAS, the City and Consultant executed a Supplemental Agreement #2 for Professional Services for the Project on the 9<sup>th</sup> day of February 2022 in the amount of \$38,350.00; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 3 for Professional Services for the Project in the amount of \$198,490.00, on the 5<sup>th</sup> day of February 2024 to add effort to advance the Drainage Utility Fee Study into the Drainage Utility for the City to the Agreement; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Scope of Services, and Compensation; 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:

l.

Article III. Scope of Services 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 \$198,490.00 the amount payable under the Agreement for a total of \$549,165.00, as shown by the attached Addendum to Exhibit C (Fee Schedule).

Except as amended hereby, and a 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<br>PFLUGERVIL | LE               | CONSULTANT    |                           |  |  |  |  |  |
|-----------------------|------------------|---------------|---------------------------|--|--|--|--|--|
|                       |                  | Sty           | ohn hawford               |  |  |  |  |  |
| (                     | Signature)       | ,             | (Signature)               |  |  |  |  |  |
| Printed Name:         | Sereniah Breland | Printed Name: | Stephen Crawford, PE, CFM |  |  |  |  |  |
| Title:                | City Manager     | Title:        | Vice President            |  |  |  |  |  |
| Date:                 |                  | Date:         | 02/05/2024                |  |  |  |  |  |
| APPROVED AS           | TO FORM:         |               |                           |  |  |  |  |  |
| $\Lambda$             |                  |               |                           |  |  |  |  |  |

Charles E. Zech City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.



# **ADDENDUM TO EXHIBIT A**

# CITY OF PFLUGERVILLE COMPREHENSIVE DRAINAGE MASTER PLAN AND DRAINAGE UTILITY FEE STUDY SUPPLEMENTAL AMENDMENT 3 – SCOPE OF WORK

February 5, 2024

# Introduction

This Supplemental Amendment 3 includes additional work effort for the City of Pflugerville Drainage Master Plan and Drainage Utility Fee Study project not included in the original scope of work. The following Scope for Supplemental Amendment 3 outlines effort to assist the city in advancing Drainage Utility Fee Study into the City of Pflugerville Drainage Utility.

# **Project Scope**

# **Task 1: Project Management and Coordination**

Halff project management activities shall include task leadership and direction, telephone and written communication, project status reports, project progress meetings, project invoicing, and personnel and data management among other general project management activities. Specific meetings beyond staff management coordination and regular communication include the following:

# a. Project Meetings

- i. Attend one (1) project kickoff meeting with staff from the City. The meeting will be coordinated by the Halff Project Manager and is intended to discuss key items such as project schedule, budget, and any specific directives.
- ii. During the project, Halff will provide an up-to-date schedule to be shared with the City and all project team members through a SharePoint file sharing site.
- iii. Halff will have a project manager and mid-level engineer attend up to four (4) City Council meetings/workshops and/or stakeholder meetings to assist the city in presenting the proposed drainage utility to residents and stakeholders.
- iv. Halff will have a project manager and mid-level engineer attend up to four (4) public outreach meetings as part of the public hearings required to adopt a new utility.

# b. Administration

i. Monthly project status reports and monthly invoices shall be provided to the City. Progress may include notes regarding work completed in the preceding billing cycle, work expected to be completed in the next cycle, and any outstanding questions or issues for discussion.

# c. DMP Project Support

i. Halff will support and help the city field questions about the DMP projects. This effort includes responding to emails, attending up to 10 Teams meetings, providing data/models, and making minor adjustments to the models for errors/omissions in the original modeling. This effort does not include updating the analysis and/or models for proposed design.



#### Tasks 2 - 7

• No additional effort requested.

# **Task 8: Drainage Utility Implementation**

Halff will coordinate with NewGen Strategies & Solutions and CD&P to advance and implement the Drainage Utility Fee Feasibility Study provided as part of the City of Pflugerville Drainage Master Plan into the City of Pflugerville Drainage Utility. Specific tasks for the implementation of the City of Pflugerville Drainage Utility will include:

# a. Impervious Cover Layer Update

i. Halff will update the impervious cover layer with new developments that have been built since the original impervious cover layer was completed as part of the DMP over a year ago. Halff will also make necessary changes to the impervious cover layer needed to aid NewGen in their billing system analysis. This work will be complete as a onetime update within 60 days of NTP, additional changes to the impervious cover layer after this update may require additional services.

# b. NewGen Strategies & Solutions Effort

- ii. NewGen will provide professional services to develop the City of Pflugerville Drainage Utility. Specific tasks performed by NewGen will include:
  - i. Utility billing system review and billing determinants analysis
  - ii. Revise financial forecast if requested
  - iii. Revise stormwater fees
  - iv. Regional comparison of stormwater utility fees
  - v. Draft letter report
  - vi. Prepare final letter report and presentation
  - vii. Council/Customer/Stakeholder engagement and education
  - viii. Billing data post implementation audit
- iii. See attached for NewGen's scope of work.

# c. CD&P Effort

- iv. CD&P will provide professional services to develop and implement a communications strategy to inform City of Pflugerville residents about the new drainage utility. Outreach efforts will include informal materials, community and stakeholder meetings and formal public meetings. Responding to emailed questions from the public.
- v. See attached for CD&P's scope of work.

# **Task 9: Grants Funding Strategy**

The purpose of this service is to provide the City of Pflugerville consultation in reviewing and identifying potential project candidates for multiple grant programs and provide a strategy for potential grant application development over the next 6-12 months. This consultation service will focus on the City's Drainage Master Plan and related drainage projects to pre-position the City for grant awards as well as the planning and phasing of grant-related items. Halff is available to continue assistance as a trusted advisor, grant writer, and/or grant administrator for tasks that exceed this Scope of Work.



#### a. Consultation and Meet with City

- Attend one (1) meeting with the City to gather further information about potential projects, discuss project complexities, which efforts are needed/are higher priority, project status, and identify long-lead items for potential grant programs.
  - i. Deliverable: Digital copy of meeting minutes
  - ii. Attend up to three (3) virtual progress meetings to discuss any project developments, upcoming grant deadlines, specifications, and details.
    - i. Deliverable: Digital copy of meeting minutes

# b. Local Plans Review and Report

- iii. Perform local plan review to identify competitive projects for Federal, State, and Local grant opportunities. Plans to review will include and not limited to:
  - i. Drainage Master Plan
  - ii. Drainage Utility Fee Feasibility Study
- iv. Identify, research, and report federal, state, and local grant programs aligned with the City's priorities and plans.
- v. Halff will produce a brief technical memorandum of potential funding opportunities based on project competitiveness, required local match, and other related factors. The technical memorandum will include:
  - i. Grant Program Name and Acronym
  - ii. Grant Program Summary
  - iii. Link to Additional Details
  - iv. Target Amount
  - v. Target Projects Examples
  - vi. Application Deadline
  - vii. Local Match Details
  - viii. Description of circumstances affecting grant eligibility and competitiveness
  - ix. Clearly align the project(s) identified in the Drainage Master Plan with available and anticipated grant funding opportunities.
  - x. Deliverable: Technical Memorandum

# **Deliverables**

- Materials and presentations for City Council and Public Outreach meetings
- Drainage Utility Recommendation Report
- Grant Funding Strategy Memorandum



#### **Proposed Fee Schedule**

The supplemental amendment fees for Task 1 through 9, established above, shall be considered **Time and Materials not to exceed** fees unless otherwise noted. Our services will be invoiced monthly based on the percentage of work completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior approval from the City.

| Task 1: | Project Management and Coordination | \$ 34,080  |
|---------|-------------------------------------|------------|
| Task 2: | Obtain and Review Local Data        | \$0        |
| Task 3: | Drainage Problem Identification     | \$0        |
| Task 4: | Develop Drainage Solutions          | \$0        |
| Task 5: | Drainage Utility Rate Study         | \$0        |
| Task 6: | Prepare Drainage Master Plan        | \$0        |
| Task 7: | Quality Assurance / Quality Control | \$0        |
| Task 8: | Drainage Utility Implementation     | \$ 156,210 |
| Task 9: | Grants Funding Strategy             | \$ 8,200   |
|         |                                     |            |

#### **TOTAL ENGINEERING SERVICES**

\$198,490

# **Proposed Project Schedule**

Halff can commence work on this project immediately once notice-to-proceed (NTP) is received from the City of Pflugerville. Halff will complete the effort and submittal of deliverables within 12 months of NTP. A detailed project schedule outlining task effort and milestones will be developed when the project begins.

# **OPTIONAL SUPPLEMENTAL SERVICES:**

The following services are excluded from this scope of work; however, following coordination with the City and identification of drainage problem areas, the following services may be added as supplemental services.

- Updates to the completed Drainage Master Plan and current project rankings
- Updates to the hydrologic or hydraulic riverine models prepared during the Drainage Master Plan effort
- Assistance with grant funding opportunities
- Benefit-Cost Analysis (BCA) for drainage CIP projects
- FEMA coordination or submittals
- Grant Writing. Any grant application writing will be a separate work authorization.



Any additional services required beyond those specifically identified in this proposal are beyond
the scope of services to be provided under this agreement. A scope and commensurate fee for
any required additional services would be negotiated and provided under a separate agreement
and may require a separate procurement depending on work requested.

# CITY OF PFLUGERVILLE - DRAINAGE MASTER PLAN Fee Summary Summary of Hours by Task

| TASK  | Project<br>Manager | Professional<br>Engineer III | Engineer In<br>Traning | QA/QC<br>Manager | Funding<br>Resource<br>Specialist | GIS Analyst | Admin   | Total | Total    | Material | Mileage | Subtotal | Total Prime | Subconsultants | TOTAL<br>BUDGET |
|---|--------------------|------------------------------|------------------------|------------------|-----------------------------------|-------------|---------|-------|----------|----------|---------|----------|-------------|----------------|-----------------|
|   | \$250.00           | \$175.00                     | \$115.00               | \$225.00         | \$200.00                          | \$95.00     | \$90.00 | Hours | Labor    | Supplies | Travel  | Other    |             |                |                 |
| Task 1: Project Management and Coordination | 56                 | 72                           | 40                     | 8                | 0                                 | 0           | 12      | 188   | \$34,080 | \$0      | \$0     | \$0      | \$34,080    | \$0            | \$34,080        |
| 1.a Project Meetings                        | 44                 | 36                           |                        |                  |                                   |             |         | 80    | \$17,300 |          |         |          | \$17,300    |                | \$17,300        |
| 1.b Administration                          | 12                 | 12                           |                        |                  |                                   |             | 12      | 36    | \$6,180  |          |         |          | \$6,180     |                | \$6,180         |
| 1.c DMP Project Support                     |                    | 24                           | 40                     | 8                |                                   |             |         | 72    | \$10,600 |          |         |          | \$10,600    |                | \$10,600        |
| Task 2: Data Collection                     |                    |                              |                        |                  |                                   |             |         | 0     | \$0      | \$0      | \$0     | \$0      | \$0         | \$0            | \$0             |
| Task 3: Drainage Problem Identification     |                    |                              |                        |                  |                                   |             |         | 0     | \$0      | \$0      | \$0     | \$0      | \$0         | \$0            | \$0             |
| Task 4: Develop Drainage Solutions          |                    |                              |                        |                  |                                   |             |         | 0     | \$0      | \$0      | \$0     | \$0      | \$0         | \$0            | \$0             |
| Task 5: Evaluate Drainage Utility Fee       |                    |                              |                        |                  |                                   |             |         | 0     | \$0      | \$0      | \$0     | \$0      | \$0         | \$0            | \$0             |
| Task 6: Prepare Drainage Master Plan        |                    |                              |                        |                  |                                   |             |         | 0     | \$0      | \$0      | \$0     | \$0      | \$0         | \$0            | \$0             |
| Task 7: Quality Assurance / Quality Control |                    |                              |                        |                  |                                   |             |         | 0     | \$0      | \$0      | \$0     | \$0      | \$0         | \$0            | \$0             |
| Task 8: Drainage Utility Implementation     | 2                  | 8                            | 0                      | 0                | 0                                 | 40          | 0       | 50    | \$5,700  | \$0      | \$0     | \$0      | \$5,700     | \$150,510      | \$156,210       |
| 8.a Impervious Cover Update                 | 2                  | 8                            |                        |                  |                                   | 40          |         | 50    | \$5,700  |          |         |          | \$5,700     | \$0            | \$5,700         |
| 8.b Sub: NewGen Strategies & Solutions      |                    |                              |                        |                  |                                   |             |         |       |          |          |         |          | \$0         | \$64,000       | \$64,000        |
| 8.c Sub: CD&P                               |                    |                              |                        |                  |                                   |             |         |       |          |          |         |          | \$0         | \$86,510       | \$86,510        |
| Task 9: Grants Funding Strategy             | 4                  | 0                            | 0                      | 0                | 36                                | 0           | 0       | 40    | \$8,200  | \$0      | \$0     | \$0      | \$8,200     | \$0            | \$8,200         |
| TOTAL                                       | 62                 | 80                           | 40                     | 8                | 36                                | 40          | 12      | 238   | \$47,980 | 0        | 0       | 0        | \$47,980    | \$150,510      | \$198,490       |



275 W. Campbell Road Suite 440 Richardson, TX 75080 Phone: (972) 680-2000

January 5, 2024

Stephen Crawford, PE, CFM VP/Director of Water Resources Halff Associates, Inc. 13620 Briarwick Drive, Suite 100 Austin, TX 78729

Subject: Continuation/Implementation of Stormwater Drainage Rate for the City of Pflugerville

Dear Mr. Crawford:

Based on our conversations, NewGen Strategies and Solutions, LLC. (NewGen) is pleased to provide this proposal to assist Halff Associates, Inc. (Halff) and your client, the City of Pflugerville (City), in support of the City's Stormwater Drainage Utility Fee Implementation (Project).

# Firm Overview

NewGen was created by a group of senior consultants who have previously worked together in regional and national firms. The NewGen name is an abbreviation for a new generation of consultants with the business objective and purpose of providing high quality management and economic consulting services to the municipal utility industry. Our team includes nationally recognized experts that offer financial, economic, strategy, and due diligence services to our clients.

NewGen makes data operational resulting in actionable decisions with defensible results. We harness existing and untapped data to optimize operations, develop demand management strategies, estimate the impacts of capital investments, and identify the rational nexus underlying rate structure decisions. NewGen has helped our clients recover costs, improve service delivery, and respond to changing market conditions. Our clients rely on us as trusted advisors on both formal and informal bases.

Our tag line, "Thoughtful Decision Making for Uncertain Times," succinctly describes our capability to provide our clients solutions and recommendations tempered with our keen insight into the growing role of stakeholders, resource availability, environmental concerns, cost of providing utility services, and economic conditions. Among the reasons NewGen is uniquely and best qualified to perform this engagement are the following:

*Past Experience Working with the City* – Members of NewGen's Project Team already have experience working with the City and its operations across several utilities.

**Real World Experience** — Our chosen Project Manager, Matthew Garrett, is a former municipal Finance Director, enabling our Project Team to better understand the unique intricacies of municipal financial planning and the varying impacts of fast paced development for a broad range of departments and funds.

# **Proposed Scope of Services**

NewGen proposes to conduct this analysis with the work laid out in the following tasks:

An overview of the work to be accomplished during each of the tasks is provided below.

# Phase 1: Development of Actionable Stormwater Drainage Fees

# Task 1.1 — Utility Billing System Review and Billing Determinants Analysis

In conducting utility rate studies and establishing equitable customer fees, a significant amount of billing data is needed to properly analyze a City's revenue stream, allocate costs, and prepare alternative rate designs which can be implemented within a City's existing utility billing system. Because of our significant experience in conducting such studies, members of the Project Team possess a working knowledge of many of the more widely utilized utility billing systems. In addition to understanding the systems utilized, it is also necessary for our Project Team to be familiar with the billing processes and procedures of our clients in order for us to understand the impact such processes and procedures have on the generation, tracking, and recording of utility revenues. Particular emphasis will be placed on the system's ability to tie land parcels to existing system accounts, as well as the system's ability to incorporate and manage new data elements such as property categories or square footage measurements of impervious surface area.

To create the customer billing database for the assessment of stormwater fees, the impervious area and ERU values previously developed must be merged and assigned to the City's utility billing accounts. The information contained in the impervious dataset and the City's utility billing database will likely vary, and a clean-up effort will be needed to properly merge the information. As necessary, the Project Team will work with the Central Appraisal District (CAD) and the GIS Section of the City's Planning Department or third party to understand the available data necessary for billing stormwater customers and to determine the best means by which to correlate this data with existing accounts within the billing system.

For example, different street naming conventions may exist between the two databases such that an address-matching effort is required to link the two sources of information together. As a result, various complications may arise in resolving mismatches or no matches. Additionally, existing utility customers must be reviewed to see if they are also stormwater customers. Further, some stormwater customers who are not City customers may also be identified, and new accounts created.

It should be noted that the establishment of the customer billing database and evaluation and resolution of data discrepancies can be a time-consuming process depending on the quality of existing data and the desired basis for fee application. The Project Team will keep staff apprised of work efforts and will proactively discuss difficulties as they may arise. It is expected that 90-95% of the parcels will be matched by the Project Team, but the final 5-10% will need City staff support with local account knowledge and final direction in assigning billing.

NewGen will review the City's utility billing database to identify the following:

- Parcels with multiple billing accounts,
- Utility accounts that should be assigned multiple parcels for stormwater utility rates,
- Parcels with impervious coverage and no existing billing account,
- Other potential parcel definition billing issues.

# Task 1.2 — Revise Financial Forecast if Requested

In this task, the Project Team will work to revise the previously completed financial forecast and estimate of the cost of service for the Stormwater Utility. Revisions that may be necessary to the cost of service for the initial test year and future periods include, but is not limited to, the following variables:

- Variations in number of customers and/or billing units
- Discretionary customer exemptions (i.e., tax-exempt customers)
- Population growth rates
- Timing and sequencing of stormwater capital improvements
- Inflation and O&M cost escalation factors
- CIP Program Funding cash, debt, and/or grant financing
- Debt issuance assumptions (i.e., term, rate, coverage requirements, etc.)
- General and/or other fund transfer and/or contributions to reserves

# Task 1.3 — Revised Stormwater Fees

After revising the forecasted Cost of Service, the Project Team will utilize the realizable billing data selected in Task 1.1 to develop the initial stormwater utility fee. Based on potential exemptions and other City leadership direction, the final revenue potential may differ from the original feasibility study completed along with the Masterplan.

# Task 1.4 — Regional Comparison of Stormwater Utility Fees

The Project Team will prepare and update its comparison of the City's proposed stormwater utility fee to the other municipalities in the geographical area. In doing so, the Project Team will work with the City to identify specific entities which the City desires to be included in the analysis.

# Task 1.5 — Draft Letter Report Preparation

The Project Team will develop an updated summary letter report with our findings, conclusions, and recommendations of this effort. The Project Team is committed to ensuring that the City thoroughly understands the recommendations in the draft report and will ensure that City staff has sufficient time to address their concerns and/or questions prior to finalizing the report.

# Task 1.6 — Final Letter Report Preparation and Presentation

Upon receipt of City staff comments, the Project Team will make appropriate changes and provide the final report and draft ordinances for adoption. After completion of the final report, the Project Team will make a presentation of its recommendations to the City Council and participate in the Question-and-Answer sessions as part of the public hearings needed to adopt and approve the proposed fees. It is assumed that NewGen will be in person for four (4) public meetings as part of this task.

# Phase 2: Stakeholder Engagement and Implementation Support

# Task 2.1 — Council / Customer / Stakeholder Engagement and Education

A key to the eventual success of implementing alternative funding mechanisms to support the City's stormwater program is the degree of public understanding and endorsement of the overall program. Our Stormwater Project Manager, Matthew Garrett has a strong background regarding cost of service (COS) and stakeholder education experience. Understanding the inter-relationships and integrated nature of COS, stewardship-related measures and stakeholder engagement allows our Project Team to optimize and fully leverage ratemaking and the COS process for the utility. The City will benefit from our team's lessons learned and best practices gained from previous COS and stakeholder projects.

Because stormwater services differ from other utility services in that they are not as tangible as water, wastewater, or solid waste services, the need to educate the public regarding the critical functions that stormwater facilities play is perhaps greater than other utility services. Customer and stakeholder education is a critical step in building the endorsement needed to successfully implement cost-recovery mechanisms. Extensive work may be required to counter the oft-heard argument that a stormwater fee is simply a "rain tax."

The Project Team will work with the City and its designated Public Relations Team to develop a Customer and Stakeholder Engagement and Education strategy to educate the City's customers and stakeholders about the need for funding for the stormwater program, the various fee alternatives evaluated by the City, the anticipated costs associated with different funding mechanisms, and planned steps toward implementation. It is envisioned that this task will also include four (4) in-person customer and/or stakeholder-related meetings.

# Task 2.2 — Billing Data Post Implementation Audit

The Project Team will complete a thorough review of all billing data loaded into customer billing account records and run a test billing based on the rate codes, impervious area and customer class designations to ensure the billing system accurately reflects the original data compiled, including any known revisions from staff corrections or appeals.

# **Project Timing**

A final project timeline will need to be established that is consistent with the City's goals (both budgetary and operational) regarding the implementation of the stormwater fees. It is estimated that the timeline will be approximately 6-8 months, with a final work product provided prior to September 2024.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> The ultimate project timeline will be determined through discussions between City staff and the Project Team.

# **Budget**

The following table summarizes the fees for Phases 1 and 2. Based on NewGen's understanding of the scope of services and data available from the City, NewGen will commit to completing the scope of work for a **not-to-exceed price of \$64,000**. This includes eight (8) in-person meetings for NewGen. Any additional in-person meetings would be budgeted at a fixed **\$3,000** inclusive of travel expenses, preparation time and attendance at the meeting. Out-of-pocket expenses will be billed on a cost basis (i.e., with no mark-up).

# NewGen Project Pricing City of Pflugerville

| Task  | Price     |
|---|-----------|
| Task 1 – Development of Actionable Stormwater Drainage Fees | \$ 37,000 |
| Task 2 – Stakeholder Engagement and Implementation Support  | 27,000    |
| Total Price (Professional Fees and Out-of-Pocket Expenses)  | \$ 64,000 |

This project will be billed based on time and expense using our standard billing rates listed below. All services provided by NewGen will be billed at the hourly rates listed below with a monthly invoice submitted for the stated services.

NewGen Strategies and Solutions
Billing Rates

| Dining Nation           |                     |  |  |  |  |  |
|-------------------------|---------------------|--|--|--|--|--|
| Position                | Hourly Billing Rate |  |  |  |  |  |
| Partner                 | \$250 – \$385       |  |  |  |  |  |
| Principal               | \$235 – \$385       |  |  |  |  |  |
| Senior Manager          | \$210 - \$265       |  |  |  |  |  |
| Manager                 | \$185 – \$210       |  |  |  |  |  |
| Senior Consultant       | \$160 – \$185       |  |  |  |  |  |
| Consultant              | \$150 – \$160       |  |  |  |  |  |
| Administrative Services | \$120               |  |  |  |  |  |

Note: Billing rates are subject to change based on annual reviews and salary increases.

If this proposal is accepted, the resulting agreement is subject to cancellation with thirty (30) days prior written notice provided to NewGen. In the event of cancellation, all labor and expense charges incurred by the Project Team through the date of cancellation will be considered due at the time notice of cancellation is delivered, regardless of work product and/or engagement status.

Additionally, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications received by Halff and/or the City and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry best practices.

All payments made under this engagement should be remitted to:

NewGen Strategies and Solutions, LLC 275 W. Campbell Road, Suite 440 Richardson, Texas 75082

# Conclusion

Again, we appreciate Halff's consideration of our Firm to assist in performing this important engagement for the City. If you have any questions regarding this letter and/or require additional information please feel free to contact Matthew Garrett at (972) 675-7699 or via e-mail at <a href="mailto:mgarrett@newgenstrategies.net">mgarrett@newgenstrategies.net</a>. We thank you for this opportunity and look forward to assisting you.

Sincerely,

**NewGen Strategies and Solutions, LLC** 

Matthew B. Garrett Managing Partner

# CD&P PROPOSAL FOR SERVICES — CITY OF PFLUGERVILLE DRAINAGE UTILITY FEE PUBLIC OUTREACH

Updated: February 5, 2024

The City of Pflugerville is preparing to initiate a Drainage Utility Fee for residential and non-residential properties within the City limits. CD&P will support the City and their contractor Halff Associates in developing and implementing a communications strategy to inform community members of the new fee. For the purposes of this proposal, it as assumed that the plan will kick off after the fee has been approved by City Council and any other required entities.

# Task 1: Develop Communications Plan

CD&P will develop a Communications Plan which outlines the goals, audiences, strategies, tools, and timeline of the outreach process.

#### Deliverables:

Draft and final Communications Plan

# Task 2: Informational Materials Development

CD&P will develop informational materials and messaging to explain the purpose and implementation timeline of the new fee. Materials will be developed in both print and digital formats and will be translated into Spanish. Any additional languages would incur additional costs. Materials may include but are not limited to a fact sheet, newsletter content, a media release, and utility bill inserts. CD&P will also develop a social media plan and content for the City's social media accounts. CD&P will develop content and materials and the City will distribute information (social media, media, website, etc.).

# Deliverables:

- Fact sheet (English and Spanish)
- Newsletter content (up to 6 unique articles)
- Media release for the City to distribute
- Utility bill inserts (up to 2 designs, 8.5 x 11, color assumed, English and Spanish)
- Social media plan and content (assume 12 unique messages, English and Spanish as needed)

# Task 3: Community Pop-ups/Events and Stakeholder Meetings

CD&P will identify planned community events and high-traffic community locations to share information with community members where they are already gathered. Meetings will include informational materials and will be staffed with CD&P team members knowledgeable about the fee and implementation schedule. CD&P will also meet with stakeholders such as the school district, municipal or county agencies. Meetings will include representation from the CD&P, Halff, and the City and will not be scheduled without prior consultation with the City's Project Manager.

# Deliverables:

• Logistics planning and facilitation of stand-alone pop-ups or tabling at other community events and stakeholder meetings (up to 4)

# Task 4: Public Meetings

If desired, CD&P will plan and facilitate up to four public meetings to inform residents of the fee. Tasks may include but are not limited to calling and/or visiting potential meeting sites; reserving meeting space; announcing the meetings by distributing meeting information and coordinating with attendees; holding and participating in meeting rehearsals; and facilitating meetings. CD&P will develop meeting materials and provide Spanish translation as needed.

# Deliverables:

- Logistics planning and preparation for in-person public meetings
- Preparation of meeting announcements
- Public meeting materials
- In-person meeting facilitation with at least one bilingual Spanish speaking staff
- Meeting summary



# Concept Development & Planning, LLC Prime Provider Name: Halff Associates

Project Name: City of Pflugerville Drainage Utility Fee Public Outreach

| Task Description                                       | Principal  | Public<br>Engagement<br>Manager | Public<br>Engagement<br>Specialist | Public<br>Engagement<br>Coordinator | Total Labor<br>Hours | Total Labor Cost |
|--|------------|---------------------------------|------------------------------------|-------------------------------------|----------------------|------------------|
| Public Involvement                                     |            |                                 |                                    |                                     |                      |                  |
| 1.0 Develop Communications Plan                        | 2          | 4                               | 4                                  | 6                                   | 16                   | \$2,570.00       |
| 2.0 Develop Informational Materials                    | 2          | 26                              | 80                                 | 30                                  | 138                  | \$20,930.00      |
| 3.0 Community and Stakeholder Meetings (up to 4)       |            | 20                              | 40                                 | 30                                  | 90                   | \$13,350.00      |
| 4.0 Public Meetings (4 duplicate meetings assumed)     | 12         | 48                              | 62                                 | 94                                  | 216                  | \$32,690.00      |
| Project Management                                     |            |                                 |                                    |                                     |                      |                  |
| 5.0 Progress & Coordination Meetings/Team Coordination | 4          | 12                              | 6                                  | 6                                   | 28                   | \$4,810.00       |
| Project Administration                                 |            | 12                              |                                    |                                     | 12                   | \$2,160.00       |
| Hours Subtotals  | 20         | 122                             | 192                                | 166                                 | 500                  |                  |
| Contract Rate Per Hour                                 | \$250.00   | \$180.00                        | \$150.00                           | \$125.00                            |                      |                  |
| Total Labor Costs                                      | \$5,000.00 | \$21,960.00                     | \$28,800.00                        | \$20,750.00                         |                      | \$76,510.00      |
| % Distribution of Staffing                             | 4.00%      | 24.40%                          | 38.40%                             | 33.20%                              |                      |                  |

| Other Direct Expenses   | Total Cost  |
|---|-------------|
| Mileage, printing, postage, venue rental, meeting supplies, meeting advertisements, |             |
| and other expenses  | \$10,000.00 |
|   |             |
| Direct Expenses Subtotal  | \$10,000.00 |

| Cost Summary          |             |
|-----------------------|-------------|
| Total Labor Costs     | \$76,510.00 |
| Other Direct Expenses | \$10,000.00 |
| Grand Total           | \$86,510.00 |