

RESOLUTION NO. R2021-66

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH THE FIRM FREESE AND NICHOLS TO PROVIDE PROFESSIONAL PLANNING SERVICES RELATED TO CREATING A NEW COMPREHENSIVE PLAN FOR THE CITY OF BURNET

**Whereas**, at a City Council Budget workshop on May 19, 2021, City Council prioritized the need for a new City of Burnet Comprehensive Plan; and

**Whereas**, on June 1, 2021, the city executed a Request for Qualifications, RFQ 2021-01 Professional Planning Services for a Comprehensive Plan: and

**Whereas**, at a regular session on July 27, 2021, City Council appointed a committee to facilitate the development of the Comprehensive Plan for the City; and

**Whereas**, on September 14, 2021, City Council selected the committee's recommendation of the firm Freese and Nichols, Inc., and authorized the City Manager to negotiation an agreement for professional planning services for a new City of Burnet Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:**

**Section one. Findings.** The recitals to this Resolution are hereby adopted and incorporated herein for all purposes.

**Section two. Approval.** The professional services agreement with the firm Freese and Nichols, attached hereto is hereby approved.

**Section three. Authorization.** The city manager is hereby authorized and directed to execute, on behalf of the city, a professional service agreement in substantial form as the attachment and take such other action and execute such other ancillary documents as may be reasonably necessary to facilitate the purpose of this resolution.

**Section four. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**Section five. Effective Date.** That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

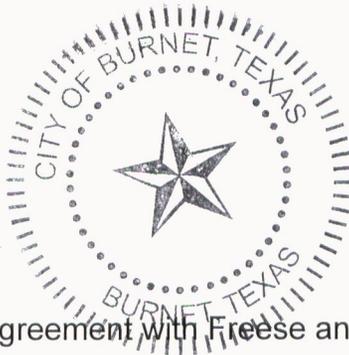
**PASSED AND APPROVED** this the 14<sup>th</sup> day of December, 2021.

CITY OF BURNET, TEXAS

  
Crista Goble Bromley, Mayor

ATTEST:

  
Kelly Dix, City Secretary



Attachment" Professional Services Agreement with Freese and Nichols, Inc.

**CITY OF BURNET  
STANDARD PROFESSIONAL SERVICES AGREEMENT**

**THE STATE OF TEXAS                    §  
                                                         §            KNOW ALL BY THESE PRESENTS  
BURNET COUNTY                           §**

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Burnet, Texas, (the “City”) a Texas municipality, and Freese and Nichols Inc., incorporated in the state of Texas (“Professional”).

**Section 1. Duration.** This Agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

**Section 2. Scope of Work.**

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be of the level of professional quality performed by Professionals regularly rendering this type of service.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

**Section 3. Compensation.**

- (A) *Compensation.* The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.
- (B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described

Freese and Nichols Comprehensive Plan Consultation Services

tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

- (C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount in Exhibit "B" and the Task and Deliverables Summary Shown in Exhibit "B-1". If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

#### **Section 4. Changes to the Project Work; Additional Work.**

- (A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.
- (B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work and Exhibit B, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

**Section 5. Time of Completion.** The prompt completion of the services under the Scope of Work is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement

Freese and Nichols Comprehensive Plan Consultation Services

without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days, number of months, or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

**Section 6. Insurance.** Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit C throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit C, Professional shall maintain the following limits and types of insurance:

*Professional Liability Insurance:* professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

*Workers Compensation Insurance:* The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

*General Liability Insurance:* The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

*Automobile Liability Insurance:* Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

*Subcontractor.* In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

*Qualifying Insurance:* The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "D".

**Section 7. Miscellaneous Provisions.**

- (A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.
- (B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

- (C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.
- (D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.
- (E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- (F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

- (G) *Force Majeure*. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- (H) *Agreement governs*. In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

**Section 8. Termination.**

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both Professional and City;
  - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
  - (3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
  - (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.
- (B) If the City terminates this Agreement pursuant to Section 5 or subsection

Freese and Nichols Comprehensive Plan Consultation Services

8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**Section 9. Indemnification.** Professional agrees to indemnify and hold the City of Burnet, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.

**Section 10. Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 11. No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**Section 12. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or

Freese and Nichols Comprehensive Plan Consultation Services

provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 13. Waiver.** Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 14. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Burnet County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Burnet County, Texas.

**Section 15. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**Section 16. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 17. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 18. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 19. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. Exhibits are as follows:

Exhibit "A": Scope of Work.

Exhibit "B": Compensation

Exhibit "B-1": Task and Deliver Summary

Exhibit "C": Requirements for all Insurance Documents

**Section 20. Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Section 21. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 22. Right To Audit.** City shall have the right to examine and audit the books and records of Professional with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

**23. Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

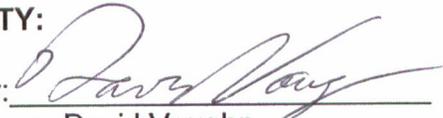
Remainder of page intentionally blank. Signature page to follow.

Freese and Nichols Comprehensive Plan Consultation Services

**24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**EXECUTED**, by the City on this the 14 day of December, 2021.

**CITY:**

By:   
Name: David Vaughn  
Title: City Manager

**PROFESSIONAL:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

City of Burnet  
Attn: City Manager  
P.O. Box 1369  
1001 Buchanan Drive, Suite 4  
Burnet, Texas 78154

**PROFESSIONAL**

Freese and Nichols Inc.  
Wendy Shabay  
10431 Morado Circle  
Building 5, Suite 300  
Austin, Texas 78759

**Exhibit "A"**

**Scope of Services**

**SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER****ARTICLE I**

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

**PROJECT UNDERSTANDING:**

The City of Burnet (Client, City) is engaging a FNI to prepare a local comprehensive plan consistent with standards, procedures and best management practices in Texas. The project planning area will encompass the existing Burnet city limits and extraterritorial jurisdiction (ETJ) as identified by the City.

**SCOPE OF SERVICES:**

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

**BASIC SERVICES PHASE 1: COMPREHENSIVE PLAN****Task 1: Project Management and Quality Control**

Perform general project management and control project quality, progress and budget for the scoped period of completion, including the FNI's monthly reporting and invoicing requirements, monthly status meetings with the City, and similar efforts.

**Deliverables:**

- Monthly one-page reports
- Monthly project management meetings

**Task 2: Engagement and Meetings**

**For all engagement efforts described below, the City and FNI may mutually agree to reassign meetings and engagement methods for other forms of outreach with similar effort to leverage other opportunities in the community or allow for other creative approaches as established in the Public Engagement Plan mutually agreed to by the City and FNI. This includes digital and socially-distant alternatives should the City and FNI deem such approaches necessary or preferred due to external factors such as public health emergencies.** Efforts will be made to coordinate outreach to align with other community events to reach broader audiences, with attention toward tailoring the outreach to align with the atmosphere of the event. A Public Engagement Plan will be prepared, agreed to, and finalized.

1. Staff Initiation Conference Call (1 meeting, totaling 1 hour)

A conference call or virtual meeting with City staff will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs and timing, invoicing, communication and key staff, and other significant considerations.

2. Kick-off Meeting and Study Area Tour (1 meeting and study area tour/initial observations, totaling 8 hours)

Attend one (1) kick-off meeting with the City. The purpose of the meeting will be to build upon discussions of the staff initiation conference call.

Immediately following the Kick-off Meeting, participate in one (1) site tour of the study area to provide spatial context to conversations about the City's challenges and opportunities. If unable to conduct this as an in-person tour, the City will provide a recommended tour route and key information elements. FNI and the City may also mutually agree to other approaches, such as a virtual study area tour. FNI may make additional observations during this subtask.

3. CPAC Meetings (5 meetings, 2 hours each)

CPAC Meetings will allow for the review of key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts, and to receive direction on plan issues and topics. Such sessions will include an agenda, any necessary maps and handouts for review, and drafts of key tasks for review and comment. The Planning and Zoning Commission will serve as the CPAC. A total of five (5) meetings are included in this scope of work. The first CPAC meeting will take place as part of the trip for the Kickoff Meeting and Study Area Tour.

4. Stakeholder Meetings (10 meetings, 1 hour each)

A total of ten (10) stakeholder meetings are proposed during the project, planned as concurrent sessions over the course of a single day using a mixture of in-person and virtual approaches as appropriate to the audience. These meetings shall be scheduled as back-to-back meetings, if possible, to ensure continuity in the discussion, with logical breaks as necessary.

5. Community Workshops, Open Houses or Other Engagement Effort (3 efforts at 2 hours each)

Three (3) community workshops, open houses or other engagements with similar level of effort, as established in the Public Engagement Plan, will be held during the process to identify issues and opportunities and gather feedback on citizens' visions for the City.

6. City Council Check-In and Adoption Meetings (3 meetings at 2 hours each)

Receive input from and give updates to the City Council at two (2) City Council check-ins during the process. Attend one (1) joint adoption meeting of the Planning and Zoning Commission and the City Council. The City and FNI may mutually agree to reassign these meetings as needed.

7. Interactive Project Website, Virtual Engagement and Project Brand (1 website, 1 project brand, 1 survey)

- a. Establish an interactive project website that supports integrated community engagement tools, such as virtual idea walls for brainstorming, interactive mapping for geographic feedback, virtual town halls and open houses, feature-rich online surveys, participatory budgeting in a seamless platform supportive of desktop and mobile access.
- b. Develop at least one (1) non-scientific online community surveys with the assistance of the City during the course of the project.

- c. Establish branding for use throughout the planning process and on all documents.

**Deliverables:**

- a. Project website with described capabilities
- b. Meetings, events and engagements, and their associated support materials, as described
- c. Summaries of each engagement activity, consolidated as an appendix to the plan

**Summary of Meetings and Trips:**

- a. Based on the Scope of Services, the FNI will attend the following meetings:

Fifteen (15) Monthly Status Meetings with the City  
 One (1) Staff Initiation Conference Call  
 One (1) Kick-off Meeting and Study Area Tour  
 Five (5) CPAC Meetings  
 Up to Ten (10) Stakeholder Meetings (single day)  
 Three (3) Community Workshops, Open Houses, or Similar Engagements  
 Two (2) City Council Check-Ins  
 One (1) Adoption Meetings (Joint Planning and Zoning Commission and City Council)

- b. Based on the Scope of Services, the FNI will make eleven (11) trips to the City.

**Task 3: Draft Introduction and Community Snapshot**

1. Baseline Analysis
  - a. Study and describe a historic timeline of the City, including major events impacting physical development of the community.
  - b. Analyze and describe historic population and related growth trends and patterns.
  - c. Explain patterns and impacts of demographic information collected. Demographic data will be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City.

2. Planning Context

The following are elements to be documented in order to establish the planning context:

- a. Review and describe past and ongoing planning efforts conducted by the City.
- b. Evaluate and describe applicable regional initiatives.
- c. Conduct and provide a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas and other

physical implications that impact growth and development.

- d. Evaluate and describe implications of public health emergencies and specifically the COVID-19 pandemic on the City's planning context.

**Deliverables:**

- Draft introduction plan element
- Draft community snapshot plan element, with the following sub-deliverables:
  - Baseline analysis including development history, historic population trends and a demographic profile
  - Physical features analysis of the city and ETJ
  - Significant data and trends evolving from or revealed by the COVID-19 pandemic

**Task 4: Draft Vision, Guiding Principles and Goals**

1. Community Vision

Develop a vision statement based on an assessment of City feedback regarding goals and vision, an understanding of existing community constraints, and a summary of public input and feedback.

2. Guiding Principles

Develop guiding principles based on analysis, community input and feedback received at the beginning of the process.

3. Summary of Community Engagement

Summarize feedback from the community in both qualitative and quantitative terms in a way that demonstrates the Plan is driven by the community. This may be separated and placed in a separate appendix.

**Deliverables:**

- Draft vision plan element containing the vision statement, guiding principles and summary of engagement (recognizing engagement is ongoing and will result in continual update to this chapter)

**Task 5A: Draft Land Use and Development**

1. Existing Land Use Analysis

Assess the land use characteristics of the City, including:

- a. Analysis of types of land use (color-coded by category) and quantified by acres.
- b. Discussion of existing development patterns and land use relationships, both opportunities and constraints.

2. Future Land Use Plan

Develop a future land use plan that will take into account existing land use information, neighborhood compatibility, current zoning regulations, economic development strategies, past development patterns, infill and redevelopment opportunities, and integrate them into a graphic depiction of the community's future. The plan and its associated map will consider the following:

- a. Location of future residential, non-residential, mixed uses, open space and institutional land uses along with associated intensities.
  - b. Location of natural and building environment characteristics of the City to promote conservation, appropriate use and protection of both natural and cultural resources that should be considered when making future development decisions.
  - c. Location of future land uses along major transportation and transit corridors along with associated intensities.
  - d. Economic productivity through development and redevelopment strategies (see also Task 8).
  - e. Compatibility of adjacent uses and contexts to provide transitions and buffering.
  - f. Format and data supportive of forming the land use assumptions component of an update to water and wastewater impact fees.
3. Open Space Networks, and Parks and Recreation Accessibility
- a. Identify parks and open space needs in the City based on the future land use plan, focusing on ensuring access to parks and open space for current and future residents, and accounting for key barriers to walkable access.
  - b. Identify reasonable service areas for existing parks, emphasizing that new development should seek to enhance existing parks when within reasonable walking/biking distance rather than necessarily create new parks.
  - c. Identify areas of deficient access to parks and recreation for targeted acquisition in the future, as well as the type and variety of parks and recreation opportunities needed based on community input and the future land use plan.
  - d. Identify strategies for long-term parks and recreation maintenance, including identification of appropriate roles for property owners associations in future development.
  - e. Identify connectivity corridors for a trails plan, focused on neighborhood connectivity to parks and recreation as well as other significant destinations (which may be integrated with the thoroughfare plan as part of Task 6).
4. Metrics, Consequences and Tradeoffs
- a. Develop metrics to understand consequences and tradeoffs to the future development patterns, and positioning needed today to prepare for likely future needs and community expectations. This should emphasize efficiency of service delivery, utility/resource demand,

walkability, fiscal performance and net revenue positions of different development patterns, and any others deemed appropriate (see also Task 8).

- b. Identify strategies to balance and bridge the gap between current market demand, long-term desired state or aspirational goals of the community, and financial resources required to accelerate preferred development if the market is not yet aligned. Analysis and recommendations regarding alignment of market to vision may alternatively be addressed in Task 8 economic development (see also Task 8).

## 5. Population Patterns

Develop a new projected growth rate and population projections for the City based upon historical growth patterns and future growth considerations, derived from FNI expertise and other professional sources, such as the Texas Water Development Board and Metropolitan Planning Organization. This will be prepared in a manner supportive of forming the land use assumptions component of an update to water and wastewater impact fees.

### Deliverables:

- Draft land use and development plan element as described, including goals, objectives and actions
  - Analysis of existing land uses, with associated map
  - Future land use map (designed to inform impact fee land use assumptions)
  - Metric-based assessment of likely outcomes of the future land use map, including fiscal/net revenue position (aspects may appear in Task 8, alternatively)
  - Parks and open space network map depicting existing facilities, recommended new spaces, service areas and recommended connectivity trails corridors
  - Population projections (designed to inform impact fee land use assumptions)

### **Task 5B: Critical Regulatory Amendments**

This task recognizes identified needs by city staff for amendments to key regulatory provisions of the Code of Ordinances, and a desire to triage such amendments concurrent to creation of the Comprehensive Plan. This task is anticipated to occur early in the project timeline due to criticality of issues as reflected by City staff.

#### 1. Diagnostic Report

Preparation of a diagnostic analysis and report on the City's current development ordinances to identify alterations and amendments necessary to align the regulatory documents to the recommendations of the plan(s) produced under this project as well as best practices. The report will take the form of issue/problem statements with recommended solutions.

#### 2. Zoning-Related Amendments

Prepare amendment language to address elements of the diagnostic report typically contained within a zoning ordinance. This is anticipated to include but not be limited to:

- a. Substantial revision to nonresidential zoning districts and related lot, site and bulk standards, and consistency between districts, including possible consolidations.

- b. Adjustments to residential lot, site and bulk standards to reflect desires for quality, consistency with past development patterns, consistency between districts, and performance-based approaches to quality as incentives for adjustment to minimum standards.
- c. Evaluation and consolidation of permitted uses and use definitions into a unified tabular format for ease of use and reference.
- d. Evaluation of special zoning districts/overlays for possible consolidation into base zoning districts where possible, and clarification for applicability to improve user experience.
- e. Improvements to development standards to enhance quality outcomes through both minimum standards and incentive-based standards, including but not limited to lighting, landscape, height compatibility and residential adjacency compatibility.

### 3. Subdivision-Related Evaluation

Review and provide feedback on changes to the subdivision regulations prepared by city staff.

#### Deliverables:

- Diagnostic report
- Zoning Ordinance amendments
- Commentary on draft Subdivision Ordinance amendments

### **Task 6: Thoroughfare Plan**

Information collected as part of the public/stakeholder input will form the framework from which a set of broad-based goals and objectives that support the achievement of the thoroughfare plan network will be developed.

#### 1. Current Plans and Agency Coordination

Compile pertinent current planning and capital programming efforts to ensure that connectivity with other current and long-range regional system enhancements is considered. Data will be collected from the City, the Texas Department of Transportation (TXDOT), and the Metropolitan Planning Organizations (MPO). The City will provide current GIS mapping data to include; city and extraterritorial jurisdiction limits, street centerline and names, parcel data, current right-of-way, existing thoroughfare plan, and public and community facilities. This will form the base Thoroughfare Plan map.

#### 2. Existing Conditions Assessment

Conduct a general overview of the existing thoroughfare system to serve as a basis for plan development. This assessment will include: existing street functional classification, identification of critical intersections, existing and future major traffic generators, and key regional connections. Data of available traffic volumes or validated travel demand modeling from the City, TXDOT or MPO

will be used to assess general roadway utilization and potential issues resulting from long-term growth. Data compiled from this task of effort will be documented to establish a planning context and include:

- Current local and regional travel patterns
- Key planning, growth and development influences on arterial corridors
- Supporting identified issues and needs of the arterial transportation network

### 3. Evaluation of Future Roadway Needs

Review available travel forecast modeling information to serve as a conduit for defining future network needs, support roadway sizing conversations, and/or system improvements necessary to address long-term growth and development. Consultant will coordinate with the MPO to obtain relevant forecasts, other long-range planning, or growth trends based on historical count figures. Internally collaborate and coordinate relevant long-term growth trends and data gathered as part of the land use plan effort if available, to ensure relevant transportation system connectivity and integration is addressed that will meet anticipated growth needs of the city. Land use location, type, density and intensity from the land use plan aggregated to the traffic area zone will be considered as part of this thoroughfare planning process. Other information such as: future major employers, large population concentrations, community facilities or amenities will also be considered with input from the city.

Locations for new corridor connections will be based largely on stakeholder input gathered through public involvement, and represented graphically on maps as future needs.

### 4. Thoroughfare Plan and Functional Classification

Based on plan input, future land use planning, evaluation of future needs, and growth/connectivity, update the Thoroughfare Plan to address community need, regional connectivity, and long-term needs for thoroughfare network development. System functional classification will also be addressed to facility long-term mobility needs. Key arterial classes of the network will be identified for policy recommendation, general design and right-of-way preservation.

One combined meeting to coordinate with TxDOT and the MPO on draft recommendations will be facilitated, with followup correspondence once the plan has cleared board and commission recommendation.

### 5. Design Standards

The City's current design standards will be reviewed, and recommendations prepared for up to 5 street functional classifications. These recommended roadway cross-sections will graphically depicting land configurations, pedestrian realm and right-of-way dimensions. General design standards for thoroughfare layout (location, intersection spacing, etc.) may also be prepared. Supporting text detailing pedestrian systems will also be included, informed by the trails portion of the parks and rec section of the plan. General recommendations for future Urban Trail and pedestrian connections locations may be made graphically on mapping. Locations for key non-auto connections will be based largely on stakeholder input gathered through public involvement.

Define key corridor considerations necessary for system implementation and preservation of carrying capacity of network facilities. Elements such as access coordination, shared drives, special pedestrian facilities and coordinated median openings will be highlighted.

## 6. Action Plan

Provide a list of near- and long-term actions for implementation of the thoroughfare plan and include: general roadway needs, key policy considerations (traffic impact analysis, etc.), and/or other programmatic items (pavement management program, etc.). Action items will be organized into a matrix describing the specific action, its priority and timeframe, and the parties responsible for carrying out the action. Action items will be organized into a checklist-style matrix describing the “who, what, when and how” for implementing or carrying out each recommendation.

### Deliverables:

- Draft thoroughfare plan element as described, and supporting narrative including goals, objectives and policy actions. Sub-deliverables include:
  - Thoroughfare plan map
  - Functional classifications of thoroughfares
  - Cross sections for the thoroughfare functional classifications
  - Pedestrian connections map (may consolidate with trails component described within land use)
  - Action plan, including prioritization

## **Task 7: Infrastructure**

All aspects of infrastructure will link back to growth response and jurisdiction management, with particular attention towards policies involving water and wastewater Certificates of Convenience and Necessity (CCNs) and logical jurisdictional boundaries based on infrastructure efficiency. This element will primarily emphasize approaches to paying for growth, and a balance between impacts of new growth and needs of current residents.

### 1. Water and Wastewater Infrastructure

The water and wastewater infrastructure elements will be evaluated to inform a recommended capital improvements program capable of supporting potential update of the City’s adopted impact fees.

- a. Review Historical Water Demands and Wastewater Flows: Obtain and evaluate historical water usage and wastewater flow data to develop trends and calculate peaking factors. This data will be used to determine expected per-capita loads for future projections.
- b. Develop Water Demand Projections: Develop water demand projections for existing, 5-year, 10-year, and Buildout conditions using the future land use assumptions and selected design criteria. Demands will be calculated by pressure zone.
- c. Develop Wastewater Flow Projections: Develop wastewater flow projections for existing, 5-year, 10-year, and Buildout conditions using the future land use assumptions and selected design criteria.

- d. Evaluate TCEQ Capacity Requirements Compliance: Evaluate the existing distribution system for compliance with the TCEQ Chapter 290 water system capacity requirements. Analyze production capacity, pumping capacity, elevated storage capacity, and total storage capacity by pressure plane to determine if any deficiencies exist. Evaluate the wastewater system for compliance with TCEQ Chapter 217. General recommendations for improvements will be developed for any areas not in compliance. Hydraulic models and cost estimates will not be developed.
  - e. Evaluate Pumping, Storage, Treatment, and Production Capacity for Future Needs: Analyze and develop existing vs. recommended capacity for pumping, ground and elevated storage, and water production throughout the city based on future needs for distribution system improvements. Evaluate the capacity of the wastewater treatment plant.
  - f. Identify Water and Wastewater System Improvements: Using the water demands and wastewater flows as well as projected development information, FNI will conduct a desktop analysis to develop a 10-year water and wastewater system improvements. The improvements will be focused on growth and will not include rehabilitation projects. No hydraulic modeling will be conducted.
  - g. Water and Wastewater Improvements Meeting: Meet with the City to discuss water demands projections, wastewater flow projections, and proposed system improvements.
  - h. Develop Water and Wastewater Capital Improvements Plan (CIP): Develop prioritization and costs for each proposed project in Year 2022 dollars including engineering and contingencies. Large scale citywide maps will be produced showing proposed projects, costs, and phasing.
  - i. Technical Memorandum: Develop a technical memorandum summarizing the water and wastewater system evaluation and recommended CIPs. FNI will solicit comments from the City and finalize the memorandum. A pdf of the final memorandum will be provided to the City and incorporated as part of the Comprehensive Plan appendix.
  - j. Summarize the findings of the water and wastewater systems in the comprehensive plan.
2. Stormwater Infrastructure

The Comprehensive Plan will include goal, policy and action items for a stormwater/drainage utility component.

- a. The plan will identify approaches to managing and mitigating both point and non-point source pollution in stormwater
- b. The plan will identify approaches to stormwater that support low impact development and preservation of natural assets/systems.
- c. The plan will identify strategies to support long-term minimization of new development's impact on the stormwater system.
- d. The plan will identify locations of drainage challenges and possible resolution/mitigation,

including recommendations for capital projects and operational changes, along with funding approaches.

**Deliverables:**

- Draft infrastructure plan element as described, and supporting narrative including goals, objectives and policy actions. Sub-deliverables include:
  - Water demand and wastewater flow projections
  - Water utility capital project lists and appropriate accompanying policy recommendations
  - Wastewater utility capital project lists and appropriate accompanying policy recommendations
  - Technical memorandum to accompany water and wastewater analysis, CIP and recommendations
  - Stormwater system capital project lists and appropriate accompanying policy recommendations

**Task 8: Economic and Fiscal Resiliency**

1. Evaluate economic approaches and challenges in the City and Highland Lakes region, including those brought about by the coronavirus, to develop strategies to build economically resilient and diverse communities.
2. Assess, apply and incorporate existing data from the Burnet Economic Development Corporation retail-related studies.
3. Analyze the broad factors influencing new development, redevelopment and tourism activity in the City, focusing on complete neighborhoods and equitable access to economic opportunity while addressing density needs and variables that influence the vibrancy of commercial corridors and nodes.
4. Examine the high level economic and tax impacts of the major components of the Plan, providing the City with a sense of how much new job activity and incremental revenue will be captured over the next 10 to 20 years. Quantify and assess the return on investment (ROI) and fiscal performance (revenue and cost-to-serve) of different potential development forms/uses, based on the Future Land Use Map and associated recommendations of Task 5A.
5. Identify future housing needs and the economic impact of different types of housing to the City's financial stability and ability to provide services at desired levels. This will include an evaluation based on densities, lot sizes, single family and multi-family, etc.
6. Identify target industries and appropriate strategies/incentives to attract those target industries.
7. Identify strategies to balance and bridge the gap between current market demand, long-term desired stated or aspirational goals of the community, and financial resources required to accelerate preferred development if the market is not yet aligned (see also Task 5A).
8. Recommendations and findings will take into consideration the City's position within the regional competitive economic development environment, seeking to identify those attributes that can distinguish the City and bring about the desired quality of life.

**Deliverables:**

- Draft economic resiliency plan element as described, including goals, objectives and actions. Sub-deliverables include:
  - Identification of target industries appropriate to Burnet
  - Return on Investment and fiscal performance data of development forms/uses in accordance with items 5 and 7 of this Task.
  - Identification of appropriate incentives/strategies for the identified target industries
  - Identification of appropriate economic development tools and financing methods to support economic development and quality of life goals

**Task 9: Downtown, Preservation and Identity**

## 1. Downtown

- a. Prepare a map of opportunities and constraints affecting downtown revitalization.
- b. Identify specific projects, policies and opportunities for improving and enhancing public and private efforts to promote downtown revitalization.
- c. Prepare a character/form plan depicting categories of development intensities, building types and other appropriate characteristics in an urban condition.
- d. Develop actions at appropriate scales to support downtown revitalization.

## 2. Preservation and Design

- a. Assess the City's efforts in historic preservation, identifying any needs for new or updated historic resources surveys.
- b. Develop policies and actions that address community gateways, community image, and the preservation of character-giving community elements.

**Deliverables:**

- Draft plan element as described, including goals, objectives and actions. Sub-deliverables include:
  - Description of key historic elements of the City
  - Downtown opportunities and constraints map
  - Creation of a character/form plan for downtown redevelopment
  - A downtown-focused action plan
  - Recommended approaches to achieving preservation goals that also encourage market participation
  - Recommendations and photographic examples to describe the City's future gateways and image

**Task 10: Draft Implementation**

Provide an implementation plan structured into a coordinated action program The implementation plan will

outline priorities in a matrix format, primarily by:

1. Reviewing the various policies and related recommendations from each plan element.
2. Dividing the policies and related recommendations into applicable implementation techniques/actions, such as regulatory actions, programs, and intergovernmental partnerships, to create an overall Action Plan.
3. Prioritizing the implementation techniques/actions into appropriate time periods.
4. Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward full plan implementation.

Deliverables:

- Draft implementation plan element as described, with subdeliverables as follows:
  - An action plan matrix reflecting a comprehensive list of plan recommendations, categorized and organized appropriately for usability, prioritization, and lead agencies/departments
  - Measurable metrics for accountability back to the community, from which the Plan implementation can demonstrate effectiveness and progress towards the vision

#### **Task 11: Preparation of Final Documents**

1. Draft Report
  - a. Individual draft plan elements will be sent throughout the planning process. The City will consolidate comments from staff, CPAC and others and provide one set of consolidated comments per plan element to the FNI within two (2) weeks of submission.
  - b. Prepare a draft Comprehensive Plan Report (Draft 1) that will document the planning process and aforementioned tasks. The draft will be provided to the City, CPAC and other parties the City wishes to include for review and comments. The City will consolidate comments from staff, CPAC and others on Draft 1, and provide one set of consolidated comments within two (2) weeks of submission. The FNI will provide a comment review meeting to clarify any comments.
  - c. Prepare a revised draft Comprehensive Plan Report (Draft 2) to address the comments and revisions from Draft 1. This draft will serve as the draft for approval consideration by the Planning and Zoning Commission and City Commission.
2. Final Report and Deliverables
  - a. Produce an "as adopted" final report to incorporate any changes made during the adoption process by City Commission.
  - b. Provide deliverable in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan will be provided to the City. The plan will be prepared in Adobe InDesign.

3. Plan Mapping

All mapping created will use ESRI's ArcGIS software and other necessary rendering software. It is assumed that the City will provide all necessary base mapping data in compatible electronic format in order to generate necessary mapping.

ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by City, which are not included in the above described basic services, are described as follows:

- A. Printing and binding of documents in addition to those identified in ARTICLE II will be billed in accordance with the rates outlined in Attachment CO. FNI, following a request for assistance from the City, will prepare an estimate for approval by the City prior to initiating work.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.
- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the City in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparation of new impact fees or impact fee updates for water, wastewater, roadway or drainage under Chapter 395.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications, including MPO applications.
- F. Preparing detailed concept alignments for new roadways, related outreach and stakeholder engagement.
- G. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- H. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- I. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and FNIs, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- J. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- K. Providing document revisions in excess of those outlined in Article I.

ARTICLE III

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the Phase 1 basic services within **fifteen (15) months of the notice to proceed**

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

ARTICLE IV

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

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Provide information from all previous and current studies and projects (as available) that may affect the outcome of the Plan. This information will be provided in digital format when possible and available.
- C. Provide the most recently updated digital base map and aerial imagery of the planning area for use during the comprehensive plan preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS.
- D. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.
- E. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. City comments should be consolidated with clear and concise edits, preferably typed for legibility.
- F. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- G. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- H. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI designates the following representatives:

FNI's Project Representative

Name: Carly Kehoe, JD  
E-mail: Carly.Kehoe@freese.com  
Phone: 512-200-9742

FNI's Accounting Representative

Name: Stephanie Kirchstein  
E-mail: Stephanie.kirchstein@freese.com  
Phone: 214-217-2212

**Exhibit "B" and  
Compensation**

**COMPENSATION**

EXHIBIT B ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred Fifty Two Thousand Three Hundred Sixty Eight Dollars (\$252,368).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	71	131
Professional 2	89	139
Professional 3	108	202
Professional 4	135	216
Professional 5	164	310
Professional 6	174	353
Construction Manager 1	79	156
Construction Manager 2	96	168
Construction Manager 3	148	198
Construction Manager 4	182	256
CAD Technician/Designer 1	63	130
CAD Technician/Designer 2	92	140
CAD Technician/Designer 3	118	184
Corporate Project Support 1	46	111
Corporate Project Support 2	65	155
Corporate Project Support 3	93	236
Intern / Coop	38	95

**Rates for In-House Services and Equipment**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For 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, these services will be billed at a cost times a multiplier of 1.10. 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 ranges and/or rates will be adjusted annually in February. Last updated 2021.**

## **Exhibit "B-1"**

### Tasks and Deliverables Summary

Exhibit B  
Part 2

Key Deliverables and Budget Summary by Task

Internal Task Codes	Scope Task Number	Task Item	Key/Significant Deliverables	Labor	Expenses	
OBA0	Task 1	Project Management, Quality Control and Quality Assurance	N/A	\$14,223	\$0	Carly Kehoe, supported by Chance Sparks, Erica Craycraft and Daniel Harrison
OBG0, OBG1, OBG2	Task 2	Public Engagement, Meetings, Web/Survey and Associated Preparation/Travel	Project website, survey, summaries of each engagement, 15 monthly status meetings, 1 initiation meeting, 1 kick-off and study area tour, 5 advisory committee meetings, 10 stakeholder meetings, 3 community events, 2 City Council check-ins, 1 adoption meeting	\$50,377	\$2,730	Carly Kehoe as heavy lead and project "face," supported by Chance Sparks and additional members of the planning team (often based on the topics of the meetings)
OEAO	Task 3	Introduction and Snapshot	Draft plan element, baseline analysis & demographics, Physical features analysis, significant data & trends, pandemic experience	\$6,926	\$0	Carly Kehoe, supported by various planning team members
OEAI	Task 4	Vision, Goalsetting and Guiding Principles (includes engagement summary)	Draft plan element with vision statement, guiding principles and summary of engagement	\$5,450	\$0	Carly Kehoe, supported by various planning team members
OEAE	Task 5A	Land Use, Neighborhoods, Growth and Parks/Open Space Network	Draft plan element, analysis of land uses with associated map, future land use map (designed to inform impact fee land use assumptions), metric-based assessment of likely outcomes of the future land use map including fiscal, population projections (designed to inform impact fee land use assumptions)	\$23,518	\$0	Carly Kehoe, backup by Chance Sparks for select aspects, and supported by various planning team members
OEAA	Task 5B	Code Diagnostic and Critical Regulatory Amendments	Diagnostic report identifying issues and recommendations, zoning ordinance amendments, and evaluation of draft subdivision ordinance amendments	\$15,174	\$0	Carly Kehoe and Chance Sparks
OEAE	Task 6	Transportation and Mobility	Draft plan element, thoroughfare plan map, functional classifications of thoroughfares, cross sections for the thoroughfare functional classifications, pedestrian connections map, action plan including prioritization	\$27,081	\$0	Eddie Haas and David Paine, supported by Ellen Emeric; some support from Cuatro Consultants
OEAE	Task 7	Infrastructure	Draft plan element, water demand and wastewater flow projections, water utility capital project prioritized lists and appropriate accompanying policy recommendations, wastewater utility capital project prioritized lists and appropriate accompanying policy recommendations, technical memorandum for water and wastewater, stormwater capital project lists and appropriate accompanying policy recommendations	\$53,998	\$0	Water/Wastewater: Jessica Vassar, Maia Dupes, Madeline Colety; some support from Cuatro Consultants Stormwater: Cuatro Consultants, support from Chance Sparks and Carly Kehoe
OEAE	Task 8	Economic Development and Fiscal Resilience	Draft plan element, identification of target industries appropriate to Burnet, identification of appropriate incentives/strategies for target industries, ROI/fiscal analysis of development forms/uses, identification of appropriate economic development tools and financing methods to support economic development and achievement of the overall plan vision (bring market to the vision)	\$12,230	\$0	Chance Sparks
OEAE	Task 9	Downtown, Preservation and Urban Design	Draft plan element, description of key historic elements, downtown opportunities and constraints map, creation of a character/form plan for downtown redevelopment, downtown-focused action plan for revitalization, recommended approaches to achieving preservation goals that also encourage market participation; Recommendations and photographic examples to describe the City's future gateways and image; up to two targeted renderings	\$25,175	\$0	Carly Kehoe and Chance Sparks, Gall Ferry Katalenas and additional planning + landscape architecture support
OEAE	Task 10	Implementation	Draft plan element, action plan matrix, measurable metrics for accountability and plan effectiveness	\$6,898	\$0	Carly Kehoe, backup by Chance Sparks for select aspects, and supported by various planning team members
OEAE	Task 11	Preparation of Final Documents	Full draft, revised draft and final document as adopted	\$8,588	\$0	Carly Kehoe, backup by Chance Sparks for select aspects, and supported by various planning team members
<b>Grand Total</b>				<b>\$252,368</b>		

## Exhibit "C"

### REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Burnet accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

#### INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Burnet shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Burnet shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Burnet will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Burnet as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Burnet of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by The City of Burnet.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Professionals obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish The City of Burnet with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Burnet within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Burnet, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Burnet. The certificate of insurance and endorsements shall be sent to:

City of Burnet  
Purchasing Department  
1400 Burnet Parkway  
Burnet, TX 78154

emailed to: [njohnson@Burnet.com](mailto:njohnson@Burnet.com)  
Faxed to: 210-619-1169



# CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)  
01/01/2000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

AGENCY  
ABC Insurance Agency  
865 Main Street  
Tampa, FL 33313 0000

B

CONTACT  
NAME: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

INSURED  
XYZ Corp Inc  
123 Apple Street  
Tampa, FL 33222-0000

C

INSURER'S Insurance Carrier: 000000  
INSURER'S Insurance Carrier: 000000

D

F

COVERAGES CERTIFICATE NUMBER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTHING STATED HEREIN SHALL BE A CONDITION OF ANY CONTRACT OR OTHER DOCUMENTARY WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FOR	TYPE OF RISK	COVERED	POLICY NUMBER	ISSUE DATE	EXPIRES	LIMITS
A	GENERAL LIABILITY	Y	X123456	01/01/2000	01/01/2000	EACH OCCURRENCE \$ 1,000,000
	COMBINATION, GENERAL LIABILITY & PRODUCTS/COMPLETED OPERATIONS	Y				AGGREGATE \$ 1,000,000
B	ALL OWNED AUTOS	Y	123456789	01/01/2000	01/01/2000	PER OCCURRENCE \$ 1,000,000
	ALL OWNED TRUCKS	Y				AGGREGATE \$ 1,000,000
C	UMBRELLA LIAB	Y	987654321	01/01/2000	01/01/2000	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	Y				AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y	01234	01/01/2000	01/01/2000	E.L. EACH OCCUR \$ 1,000,000
	EMPLOYERS LIABILITY	Y				E.L. DISEASE, EMPLOYER \$ 600,000
E	Builder's Risk	Y	123456	01/01/2000	01/01/2000	E.L. DISEASE, POLICY LIMIT \$ 600,000
	Professional Services	Y				100% Insurable Value, replacement cost basis \$ 1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS (REQUIRED WITH ACORD 101. Additional Locations: School, Home, Office, etc.)

Effective January 1, 2002 must be compliant with Chapter 1011, Tex. Ins. Code (SS 425 enacted by Texas Legislature 80th session 2011).

P

### CERTIFICATE HOLDER

City of Burnet  
PO Box 1369  
1001 Buchanan Drive, Suite 4  
Burnet, Texas 78611  
Attn: City Manager

Q

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

R

AUTHORIZED SIGNATURE (REQUIRED)

AUTHORIZED SIGNATURE (REQUIRED)

S

(Instructions for completing and submitting a certificate to the City of Burnet)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) \*\*(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Burnet.  
Professional Liability Coverage – for professional services if required by the City of Burnet.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Burnet.
  - (1) Adding the City of Burnet as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
  - (2) Waiver of Subrogation
  - (3) Primary and Non-Contributory
  - (4) Cancellation Notice
- Q) City of Burnet's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Burnet in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit "D"

Evidence of Insurance