



**NOTICE OF A CALLED MEETING**

**OF THE CITY COUNCIL**

**OF THE CITY OF SUNSET VALLEY, TEXAS**

**WEDNESDAY, MARCH 2, 2022**

**3:00 P.M.**

Notice is hereby given that the City Council of the City of Sunset Valley, Texas will hold a called meeting on Wednesday, the 2<sup>nd</sup> day of March 2022 at **3:00 P.M.** in the Council Chambers, Municipal Building, 3205 Jones Road, Sunset Valley, Texas.

The public is encouraged to leave public comments via Open Town Hall here: <https://www.opentownhall.com/11679>. The comments will be read by the Council Members. Additionally, the public may livestream the meeting using this link: [www.sunsetvalley.org/livestream](http://www.sunsetvalley.org/livestream).

On this date, the following items will be discussed, to-wit:

1. Call to order of the City Council.
2. Citizen/Public Communication

***Executive Session Items – Possible Action in Open Session***

3. Convene into Executive Session pursuant to Texas Government Code Section 551.071 and Texas Disciplinary Rules of Professional Conduct Section 1.05 to consult with the City's Legal Counsel concerning legal issues or Section 551.074 to discuss Personnel issues.
  - A. Discuss raised questions as to state, local laws or policies
  - B. Discuss any topics as posted in the agenda
  - C. Discuss Personnel and Committee roles and functions
4. Reconvene into Open Session
5. Budget Workshop
  - A. A Post-Mortem Report to Budget Amendment #2 for FY 2021.
    - i. Overall budget amendment
    - ii. IT/Software
    - iii. Engineering

- B. Process Improvements to the budget management process
- C. Future Improvements to the budget management process
- D. Financial Policies

***Executive Session Items – Possible Action in Open Session***

- 6. Convene into Executive Session pursuant to Texas Government Code Section 551.071 and Texas Disciplinary Rules of Professional Conduct Section 1.05 to consult with the City's Legal Counsel concerning legal issues or Section 551.074 to discuss Personnel issues.
  - A. Discuss raised questions as to state, local laws or policies
  - B. Discuss any topics as posted in the agenda
  - C. Discuss Personnel and Committee roles and functions
- 7. Reconvene into Open Session
- 8. Adjourn

***Executive Session Notice***

Council may announce that it will deliberate in a closed session any matter listed on this agenda for which an exception to open meetings requirements (Open Meetings Act, Chapter 551 of the Texas Government Code) permits such closed deliberation, as announced at the time of such closed session, including but not limited to: (i) consultation with the City's attorney pursuant to Tex. Gov't Code § 551.071 and Texas Disciplinary Rules of Professional Conduct Section 1.05; (ii) deliberation of personnel matters pursuant to Tex. Gov't Code § 551.074. The City Council may deliberate and take action in open session on any issue that may be discussed in executive session.

***Remote Participation Notice***

AT THIS MEETING AT THE STATED LOCATION, A QUORUM OF THE CITY COUNCIL WILL BE PHYSICALLY PRESENT AND THIS NOTICE SPECIFIES THE INTENT TO HAVE A QUORUM PRESENT THERE, AND THE MEMBER OF THE CITY COUNCIL PRESIDING OVER THE MEETING WILL BE PHYSICALLY PRESENT AT THAT LOCATION. ONE OR MORE MEMBERS OF THE CITY COUNCIL MAY PARTICIPATE IN THIS MEETING REMOTELY, AND IF SO, VIDEOCONFERENCE EQUIPMENT PROVIDING TWO-WAY AUDIO AND VIDEO DISPLAY AND COMMUNICATION WITH EACH MEMBER WHO IS PARTICIPATING BY VIDEOCONFERENCE CALL WILL BE MADE AVAILABLE.

I certify that the above notice of meeting was posted at City Hall, 3205 Jones Road, Sunset Valley, Texas, on the 27<sup>th</sup> day of February 2022 at 3:00 P.M.

Matt Lingafelter  
Matt Lingafelter  
City Secretary

Fund	Dept.	GL	GL Title	Adopted Budget	Actuals	Budget Under (Over)	Notes
<b>Administration Overbudget Expenses</b>							
01	01	5000	Payroll	331,553.25	361,326.60	(29,773.35)	
01	01	5084	Salary - Cell phone allowance	480.00	616.00	(136.00)	
01	01	5086	Salary - Bilingual	-	75.00	(75.00)	
01	01	5087	Salary - Education	1,080.00	1,267.50	(187.50)	
01	01	5091	Salary - Licensing Incentives	240.00	265.00	(25.00)	
01	01	5120	Life Insurance Benefits	153.36	193.78	(40.42)	
01	01	5121	Medical Insurance Benefits	31,083.00	32,096.91	(1,013.91)	
01	01	5122	Dental Insurance Benefits	1,493.00	1,834.00	(341.00)	
01	01	5123	Vision Insurance	310.00	368.58	(58.58)	
01	01	5124	Long Term Disability Insurance	1,166.00	1,166.54	(0.54)	
01	01	5130	Medicare Tax - Employers Contribution	4,888.65	4,948.02	(59.37)	
01	01	5140	TMRS City Contribution	39,126.00	40,248.36	(1,122.36)	
01	01	5367	Payroll Services	4,320.00	4,354.49	(34.49)	
01	01	5327	Engineer - Design Fees	52,849.00	86,089.11	(33,240.11)	Multiple complex council meetings, CIP, and other tasks not budgeted
01	01	5343	IT Management Services	12,731.00	32,507.95	(19,776.95)	Increased cost due to a-la-carte style contract
01	01	5515	Bank / Management Fees	5,200.00	7,185.58	(1,985.58)	Higher rates, but have since removed some unnecessary services to reduce costs
01	01	5516	Credit Card Fees	1,000.00	1,356.52	(356.52)	Increased costs due to mailing statement fees, which have been removed for FY22 (statement credit expected)
01	01	5600	Dues / Subscriptions / Fees	2,000.00	4,862.51	(2,862.51)	ICMA dues \$1280, TML dues \$591 - Contractual obligation
01	01	5725	Printing	4,500.00	6,069.08	(1,569.08)	Higher use of printers
01	01	5782	Software Maintenance Fees	48,225.80	67,747.84	(19,522.04)	Higher due to increased needs for telecommuting and teleconferencing due to COVID -example GoTo
01	01	5820	Training & Education - City Staff	1,000.00	2,729.00	(1,729.00)	ICMA and TML conferences - contractual obligation
				<b>543,399.06</b>	<b>657,308.37</b>	<b>(113,909.31)</b>	
<b>Administration Suggested Funding</b>							
01	01	5126	Short Term Disability Insurance			7.98	
01	01	5131	TWC - Employers Contribution			973.44	
01	01	5306	Attorney			19,355.00	
01	01	5309	Audit			6,000.00	
01	01	5312	Building Inspections/Structural Engineer			4,842.50	
01	01	5326	Emergency Fund			1,507.24	
01	01	5330	Engineer - Review & Inspection Fees			18,014.00	
01	01	5345	Landscape Architect Fees			3,750.00	
01	01	5362	Ordinance Codification Maintenance			673.15	
01	01	5366	Records Management			1,819.30	
01	01	5381	Water Quality Consultants			500.00	
01	01	5450	Library Card Reimbursement			65.50	
01	01	5475	Volunteer Awards Banquet			311.03	
01	01	5500	Advertising / Public Notices			1,973.25	
01	01	5545	Coffee / Food Service			3,694.10	
01	01	5601	Organizational Memberships			1,311.93	
01	01	5615	Election Expense			312.19	
01	01	5655	Insurance - Fire/Theft/Vandalism/Bonds			4,608.43	
01	01	5656	Insurance - Liability			660.74	
01	01	5704	Employee Appreciation			335.44	
01	01	5705	Office Supplies/Delivery Fees			1,076.91	
01	01	5706	Postage			533.21	
01	01	5720	Personal Vehicle Use Mileage Expense			97.55	
01	01	5735	Rental Expense - Equipment			2,819.14	
01	01	5770	Small Equipment Repair/Purchase			661.90	
01	01	5815	Training - Mileage Reimbursement			250.00	
01	01	5835	Utilities: Elec/water/wastewater/telephone/gas			4,021.66	

Fund	Dept.	GL	GL Title	Adopted Budget	Actuals	Budget Under (Over)	Notes
			Total Unused Expense Lines			80,175.59	
			Surplus Required General Fund Revenues			33,733.72	
						<b>113,909.31</b>	
<b>Police Department Overbudget Expenses</b>							
01	02	5122	Dental Insurance Benefits	4,627.00	4,687.06	(60.06)	Increase due to high turnover rates
01	02	5090	Salary - Overtime	45,826.00	67,576.00	(21,750.00)	Increase due to high turnover rates
01	02	5140	TMRS City Contribution	93,071.00	106,539.77	(13,468.77)	Increase due to high turnover rates
01	02	5525	Bullet Proof Vests	-	929.79	(929.79)	Transfer from R&R Fund
01	02	5625	Equipment Acquisition	-	9,310.00	(9,310.00)	Transfer from R&R Fund for new radios
01	02	5656	Insurance - Liability	8,100.00	8,508.36	(408.36)	Unbudgeted increase in cost from TML
01	02	5755	Repair & Maintenance - Vehicles	12,200.00	17,898.16	(5,698.16)	Unexpected repairs to vehicles
01	02	5820	Training & Education - City Staff	7,000.00	8,029.56	(1,029.56)	Increase due to high turnover rates
01	02	5830	Uniforms	8,000.00	13,807.08	(5,807.08)	Increase due to high turnover rates
				<b>178,824.00</b>	<b>237,285.78</b>	<b>(58,461.78)</b>	
<b>Police Department Suggested Funding</b>							
21	12		Repair & Replacement Funding			10,239.79	Transfer from Repair and Replacement to cover Bullet Proof Vests and Radios that were scheduled
01	02	5000	Payroll			48,221.99	Available dollars due to turnover and staffing shortages.
						<b>58,461.78</b>	
<b>Municipal Court Overbudget Expenses</b>							
01	03	5000	Payroll	25,002.00	28,334.69	(3,332.69)	Organizational changes resulted in the prior Court Clerk being promoted to the City Secretary/Assistant to the City Administrator and the hiring of a new Court Clerk which was not considered in the previous budget. Council approved this item when the City Secretary was formally appointed in January of 2021. The new Court Clerk began duties in May of 2021.
01	03	5084	Salary - Cell phone allowance	-	24.00	(24.00)	
01	03	5086	Salary - Bilingual	-	75.00	(75.00)	
01	03	5087	Salary - Education	120.00	132.50	(12.50)	
01	03	5121	Medical Insurance Benefits	1,361.00	1,855.49	(494.49)	
01	03	5122	Dental Insurance Benefits	84.00	104.16	(20.16)	
01	03	5123	Vision Insurance	16.49	21.09	(4.60)	
01	03	5124	Long Term Disability Insurance	48.00	146.15	(98.15)	
01	03	5126	Short Term Disability Insurance	32.00	34.22	(2.22)	
01	03	5130	Medicare Tax - Employers Contribution	371.63	474.81	(103.18)	
01	03	5140	TMRS City Contribution	1,466.00	2,367.55	(901.55)	
01	03	5516	Credit Card Fees	1,500.00	1,609.11	(109.11)	Increased costs due to mailing statement fees, which have been removed for FY22 (statement credit expected)
				<b>30,001.12</b>	<b>35,178.77</b>	<b>(5,177.65)</b>	
<b>Municipal Court Suggested Funding</b>							
01	03	5306	Attorney			3,263.00	
01	03	5343	IT Management Services			905.00	
01	03	5354	Municipal Court Services			500.00	
01	03	5690	Municipal Court Supplies			500.00	
01	03	5725	Printing			9.65	
						<b>5,177.65</b>	
<b>Public Works Overbudget Expenses</b>							
01	04	5000	Payroll	82,795.00	86,865.29	(4,070.29)	Extra Maintenance Techs Approved by Council
01	04	5077	Salary - Youth Program	10,000.00	11,093.04	(1,093.04)	Extra ancillary costs for Summer Youth Program
01	04	5086	Salary - Bilingual	270.00	325.00	(55.00)	Extra Maintenance Techs Approved by Council
01	04	5091	Salary - Licensing Incentives	465.00	630.00	(165.00)	Extra Maintenance Techs Approved by Council
01	04	5121	Medical Insurance Benefits	7,824.00	9,277.46	(1,453.46)	Extra Maintenance Techs Approved by Council
01	04	5122	Dental Insurance Benefits	484.00	520.78	(36.78)	Extra Maintenance Techs Approved by Council

Fund	Dept.	GL	GL Title	Adopted Budget	Actuals	Budget Under (Over)	Notes
01	04	5123	Vision Insurance	100.00	105.48	(5.48)	Extra Maintenance Techs Approved by Council
01	04	5130	Medicare Tax - Employers Contribution	1,249.00	1,353.06	(104.06)	Extra Maintenance Techs Approved by Council
01	04	5140	TMRS City Contribution	9,998.00	11,837.75	(1,839.75)	Extra Maintenance Techs Approved by Council
01	04	5332	Planning Services	-	29.00	(29.00)	Costs for pulling deed documents
01	04	5343	IT Management Services	9,793.00	11,881.95	(2,088.95)	Increased cost due to a-la-carte style contract
01	04	5523	Building Services	35,353.50	40,424.99	(5,071.49)	Increased contractual rate for building cleaning services
01	04	5711	Open Space Management	500.00	3,900.63	(3,400.63)	Increased cost for temp help
01	04	5740	Repair & Maintenance - Buildings	20,845.00	27,483.96	(6,638.96)	AC repair & replace, will be pulled from R&R
01	04	5745	Repair & Maintenance - Equipment	6,000.00	6,068.56	(68.56)	Repair of Kubota
01	04	5753	Repair & Maintenance - Trails & Footpaths	2,500.00	2,990.28	(490.28)	Increased cost for temp help
01	04	5755	Repair & Maintenance - Vehicles	5,000.00	6,311.91	(1,311.91)	Unexpected vehicle repair
01	04	5775	Small Tools	4,000.00	4,889.52	(889.52)	Extra purchases due to freeze damage
01	04	5860	Vehicle Insurance	5,230.00	7,638.12	(2,408.12)	Unbudgeted increase in cost from TML
				<b>202,406.50</b>	<b>233,626.78</b>	<b>(31,220.28)</b>	

#### Public Works Suggested Funding

			Repair & Replacement Funding			6,638.96	Covering cost of AC Replacements
01	04	5133	Urban Forestry			3,004.38	
01	04	5350	Grounds Maintenance			21,076.84	
01	04	5444	Energy Conservation Rebates			500.10	
						<b>31,220.28</b>	

#### General Government Overbudget Expenses

01	09	7010	Business Grant Program	-	100,000.00	(100,000.00)	Approved by Council, offset with American Rescue Plan Funds
				-	<b>100,000.00</b>	<b>(100,000.00)</b>	

#### General Government Suggested Funding

			American Rescue Plan Funds			100,000.00	
						<b>100,000.00</b>	

#### Water Overbudget Expenses

02	05	5086	Salary - Bilingual	210.00	312.50	(102.50)	Extra Maintenance Techs Approved by Council
02	05	5090	Salary - Overtime	2,302.00	2,324.06	(22.06)	Extra Maintenance Techs Approved by Council
02	05	5091	Salary - Licensing Incentives	555.00	740.00	(185.00)	Extra Maintenance Techs Approved by Council
02	05	5124	Long Term Disability Insurance	385.00	433.55	(48.55)	Extra Maintenance Techs Approved by Council
02	05	5126	Short Term Disability Insurance	253.00	292.59	(39.59)	Extra Maintenance Techs Approved by Council
02	05	5140	TMRS City Contribution	12,109.00	14,205.31	(2,096.31)	Extra Maintenance Techs Approved by Council
02	05	5327	Engineer - Design Fees	5,766.00	10,955.66	(5,189.66)	CIP Investigation for COA Contract Negotiations and Sunset Trail
02	05	5516	Credit Card Fees	1,000.00	1,964.83	(964.83)	Increased costs due to mailing statement fees, which have been removed for FY22 (statement credit)
02	05	5600	Dues / Subscriptions / Fees	880.00	1,402.00	(522.00)	Texas Water Utilities Association fees
02	05	5758	Repairs & Maintenance - System	26,889.00	38,442.24	(11,553.24)	Increased costs due to freeze repairs
02	05	5877	Water Conservation Program	10,000.00	13,078.67	(3,078.67)	Cost for water bill rebates larger than expected
				<b>60,349.00</b>	<b>84,151.41</b>	<b>(23,802.41)</b>	

#### Water Suggested Funding

02	05	5373	Utility Contractual Services			23,802.41	
						<b>23,802.41</b>	

#### Wastewater Overbudget Expenses

02	06	5086	Salary - Bilingual	150.00	203.75	(53.75)	Extra Maintenance Techs Approved by Council
02	06	5090	Salary - Overtime	1,336.00	1,349.53	(13.53)	Extra Maintenance Techs Approved by Council
02	06	5091	Salary - Licensing Incentives	285.00	415.00	(130.00)	Extra Maintenance Techs Approved by Council

Fund	Dept.	GL	GL Title	Adopted Budget	Actuals	Budget Under (Over)	Notes
02	06	5120	Life Insurance Benefits	43.00	47.25	(4.25)	Extra Maintenance Techs Approved by Council
02	06	5121	Medical Insurance Benefits	7,056.00	7,421.97	(365.97)	Extra Maintenance Techs Approved by Council
02	06	5124	Long Term Disability Insurance	230.00	289.05	(59.05)	Extra Maintenance Techs Approved by Council
02	06	5126	Short Term Disability Insurance	151.00	195.07	(44.07)	Extra Maintenance Techs Approved by Council
02	06	5140	TMRS City Contribution	7,260.00	9,470.20	(2,210.20)	Extra Maintenance Techs Approved by Council
02	06	5327	Engineer - Design Fees	3,311.00	4,044.88	(733.88)	CIP Investigation for 290 Sewer
02	06	5745	Repair & Maintenance - Equipment	1,200.00	3,146.73	(1,946.73)	Increased costs due to freeze repairs
02	06	5753	Repair & Maintenance - Trails & Footpaths	-	33.75	(33.75)	Increased costs due to freeze repairs
02	06	5758	Repairs & Maintenance - System	6,889.00	14,433.17	(7,544.17)	Increased costs due to freeze repairs
				<b>27,911.00</b>	<b>41,050.35</b>	<b>(13,139.35)</b>	
<b>Wastewater Suggested Funding</b>							
02	06	5373	Utility Contractual Services			13,139.35	
						<b>13,139.35</b>	
<b>Solid Waste Overbudget Expenses</b>							
02	07	5086	Salary - Bilingual	120.00	128.75	(8.75)	Extra Maintenance Techs Approved by Council
02	07	5091	Salary - Licensing Incentives	60.00	135.00	(75.00)	Extra Maintenance Techs Approved by Council
02	07	5140	TMRS City Contribution	4,703.00	4,735.10	(32.10)	Extra Maintenance Techs Approved by Council
02	07	5410	Brush Chipping Program	12,000.00	18,643.75	(6,643.75)	Increased costs due to freeze repairs
				<b>16,883.00</b>	<b>23,642.60</b>	<b>(6,759.60)</b>	
<b>Solid Waste Suggested Funding</b>							
02	07	5373	Utility Contractual Services			6,759.60	
						<b>6,759.60</b>	
<b>Street Overbudget Expenses</b>							
14	14	5086	Salary - Bilingual	120.00	168.75	(48.75)	Extra Maintenance Techs Approved by Council
14	14	5090	Salary - Overtime	1,017.00	1,024.58	(7.58)	Extra Maintenance Techs Approved by Council
14	14	5091	Salary - Licensing Incentives	300.00	355.00	(55.00)	Extra Maintenance Techs Approved by Council
14	14	5327	Engineer - Design Fees	-	6,840.04	(6,840.04)	CIP Investigation for Lone Oak and Sunset Trail
14	14	5770	Small Equipment Repair/Purchase	-	112.50	(112.50)	Increased costs due to freeze repairs
				<b>1,437.00</b>	<b>8,500.87</b>	<b>(7,063.87)</b>	
<b>Street Suggested Funding</b>							
14	14	5750	Repair & Maintenance - Streets & Drainage			7,063.87	
						<b>7,063.87</b>	
<b>Hotel Occupancy Tax Overbudget Expenses</b>							
16	16	6556	Advertising - SFC	10,000.00	29,895.54	(19,895.54)	FY20 Invoice posted in FY21 for \$23,418.95. No encumbrance was done
				<b>10,000.00</b>	<b>29,895.54</b>	<b>(19,895.54)</b>	
<b>Hotel Occupancy Tax Suggested Funding</b>							
16	16	5500	Advertising / Public Notices			19,895.54	
						<b>19,895.54</b>	
<b>Venue Tax Overbudget Expenses</b>							
18	18	5086	Salary - Bilingual	210.00	257.50	(47.50)	Extra Maintenance Techs Approved by Council
18	18	5090	Salary - Overtime	903.00	909.15	(6.15)	Extra Maintenance Techs Approved by Council
18	18	5091	Salary - Licensing Incentives	375.00	440.00	(65.00)	Extra Maintenance Techs Approved by Council
18	18	5120	Life Insurance Benefits	41.00	47.24	(6.24)	Extra Maintenance Techs Approved by Council
18	18	5121	Medical Insurance Benefits	6,464.00	7,421.97	(957.97)	Extra Maintenance Techs Approved by Council
18	18	5122	Dental Insurance Benefits	400.00	416.62	(16.62)	Extra Maintenance Techs Approved by Council

Fund	Dept.	GL	GL Title	Adopted	Actuals	Budget Under	Notes
				Budget		(Over)	
18	18	5123	Vision Insurance	83.00	84.38	(1.38)	Extra Maintenance Techs Approved by Council
18	18	5124	Long Term Disability Insurance	263.00	289.04	(26.04)	Extra Maintenance Techs Approved by Council
18	18	5126	Short Term Disability Insurance	173.00	195.07	(22.07)	Extra Maintenance Techs Approved by Council
18	18	5140	TMRS City Contribution	8,102.00	9,470.20	(1,368.20)	Extra Maintenance Techs Approved by Council
18	18	5711	Open Space Management	40,000.00	41,920.23	(1,920.23)	Clearing brush from freeze
18	18	7181	Ernest Robles Way WQP Rehabilitation	-	13,920.00	(13,920.00)	Budgeted in FY 20, however, not encumbered and funding did not carry over. Repairs occurred in FY 21.
				<b>57,014.00</b>	<b>75,371.40</b>	<b>(18,357.40)</b>	
<b>Venue Tax Suggested Funding</b>							
18	18	5381	Water Quality Consultants			15,000.00	
18	18	5749	Repair and Maintenance - Natural Waterways			3,357.40	
						<b>18,357.40</b>	
<b>Crime Control Overbudget Expenses</b>							
19	19	5035	Salary - Reserves	-	2,022.67	(2,022.67)	Cost of reserves incidentals
19	19	5090	Salary - Overtime	23,435.00	23,958.84	(523.84)	Increase due to high turnover rates
19	19	5120	Life Insurance Benefits	129.60	141.70	(12.10)	Increase due to high turnover rates
19	19	5124	Long Term Disability Insurance	797.00	867.11	(70.11)	Increase due to high turnover rates
19	19	5126	Short Term Disability Insurance	540.00	585.21	(45.21)	Increase due to high turnover rates
19	19	5140	TMRS City Contribution	25,477.00	28,410.60	(2,933.60)	Increase due to high turnover rates
19	19	5349	Digital Mapping Services	-	120.00	(120.00)	For emergency mapping services
19	19	5782	Software Maintenance Fees	13,572.75	13,749.72	(176.97)	Higher due to increased needs for telecommuting and teleconferencing due to COVID (Zoom, etc.)
				<b>63,951.35</b>	<b>69,855.85</b>	<b>(5,904.50)</b>	
<b>Crime Control Suggested Funding</b>							
19	19	5000	Payroll			5,904.50	
						<b>5,904.50</b>	
<b>City Facilities Overbudget Expenses</b>							
20	20	5327	Engineer - Design Fees	438.00	875.00	(437.00)	Engineering costs for pond repair
20	20	7120	City Facilities-New PW/PD Building	5,210.00	8,573.70	(3,363.70)	Costs of pond repair
				<b>5,648.00</b>	<b>9,448.70</b>	<b>(3,800.70)</b>	
<b>City Facilities Suggested Funding</b>							
			Surplus Required General Fund Revenues			3,800.70	
						<b>3,800.70</b>	
<b>Repair &amp; Replacement Overbudget Expenses</b>							
21	12	5560	Computer Equip/Software Acquisition	1,102.00	1,155.90	(53.90)	
				<b>1,102.00</b>	<b>1,155.90</b>	<b>(53.90)</b>	
<b>Repair &amp; Replacement Suggested Funding</b>							
			Transfer in from Reserves			53.90	~\$550k in reserves
						<b>53.90</b>	

Fund	Dept.	GL	GL Title	Adopted Budget	Actuals	Budget Under (Over)	Notes
<b>Drainage Budget Expenses</b>							
25	25	5086	Salary - Bilingual	120.00	128.75	(8.75)	Extra Maintenance Techs Approved by Council
25	25	5090	Salary - Overtime	430.00	435.00	(5.00)	Extra Maintenance Techs Approved by Council
25	25	5091	Salary - Licensing Incentives	60.00	135.00	(75.00)	Extra Maintenance Techs Approved by Council
25	25	5120	Life Insurance Benefits	19.00	23.61	(4.61)	Extra Maintenance Techs Approved by Council
25	25	5121	Medical Insurance Benefits	3,062.00	3,710.99	(648.99)	Extra Maintenance Techs Approved by Council
25	25	5122	Dental Insurance Benefits	189.00	208.31	(19.31)	Extra Maintenance Techs Approved by Council
25	25	5123	Vision Insurance	39.00	42.19	(3.19)	Extra Maintenance Techs Approved by Council
25	25	5124	Long Term Disability Insurance	106.00	144.52	(38.52)	Extra Maintenance Techs Approved by Council
25	25	5126	Short Term Disability Insurance	70.00	97.54	(27.54)	Extra Maintenance Techs Approved by Council
25	25	5140	TMRS City Contribution	3,358.00	4,735.10	(1,377.10)	Extra Maintenance Techs Approved by Council
25	25	5327	Engineer - Design Fees	-	4,674.92	(4,674.92)	CIP Investigation for Lovegrass Pond
				<b>7,453.00</b>	<b>14,335.93</b>	<b>(6,882.93)</b>	
<b>Drainage Suggested Funding</b>							
25	25	5746	Repair & Maint. - Drainage-Streets & ROW	20,000.00	1,437.50	6,882.93	
						<b>6,882.93</b>	
<b>Totals</b>							
			Total Budget Adjustment			<b>(414,429.22)</b>	
			Available funds from Underbudget Expenses			259,962.15	Available funds from Underbudget Expenses as of Year End
			American Rescue Plan Funds			100,000.00	Council approved Small Business Grant Expenses
			Transfer in from Repair & Replacement			16,932.65	Police Department Expenses (Vests & Radios), and City Hall AC Replacements/Planned but not budgeted
						376,894.80	
			Surplus General Fund Revenues Required for Other Expenses			37,534.42	
						<b>414,429.22</b>	

GL	Sum of Adopted Budget	Sum of Actuals	Sum of Budget Under (Over)
Advertising - SFC	10,000.00	29,895.54	(19,895.54)
Bank / Management Fees	5,200.00	7,185.58	(1,985.58)
Brush Chipping Program	12,000.00	18,643.75	(6,643.75)
Building Services	35,353.50	40,424.99	(5,071.49)
Bullet Proof Vests	-	929.79	(929.79)
Business Grant Program	-	100,000.00	(100,000.00)
City Facilities-New PW/PD Building	5,210.00	8,573.70	(3,363.70)
Computer Equip/Software Acquisition	1,102.00	1,155.90	(53.90)
Credit Card Fees	3,500.00	4,930.46	(1,430.46)
Dental Insurance Benefits	7,277.00	7,770.93	(493.93)
Digital Mapping Services	-	120.00	(120.00)
Dues / Subscriptions / Fees	2,880.00	6,264.51	(3,384.51)
Engineer - Design Fees	62,364.00	113,479.61	(51,115.61)
Equipment Acquisition	-	9,310.00	(9,310.00)
Ernest Robles Way WQP Rehabilitation	-	13,920.00	(13,920.00)
Insurance - Liability	8,100.00	8,508.36	(408.36)
IT Management Services	22,524.00	44,389.90	(21,865.90)
Life Insurance Benefits	385.96	453.58	(67.62)
Long Term Disability Insurance	2,995.00	3,335.96	(340.96)
Medical Insurance Benefits	56,850.00	61,784.79	(4,934.79)
Medicare Tax - Employers Contribution	6,509.28	6,775.89	(266.61)
Open Space Management	40,500.00	45,820.86	(5,320.86)
Payroll	439,350.25	476,526.58	(37,176.33)
Payroll Services	4,320.00	4,354.49	(34.49)
Planning Services	-	29.00	(29.00)
Printing	4,500.00	6,069.08	(1,569.08)
Repair & Maintenance - Buildings	20,845.00	27,483.96	(6,638.96)
Repair & Maintenance - Equipment	7,200.00	9,215.29	(2,015.29)
Repair & Maintenance - Trails & Footpaths	2,500.00	3,024.03	(524.03)
Repair & Maintenance - Vehicles	17,200.00	24,210.07	(7,010.07)
Repairs & Maintenance - System	33,778.00	52,875.41	(19,097.41)
Salary - Bilingual	1,200.00	1,675.00	(475.00)
Salary - Cell phone allowance	480.00	640.00	(160.00)
Salary - Education	1,200.00	1,400.00	(200.00)
Salary - Licensing Incentives	2,340.00	3,115.00	(775.00)
Salary - Overtime	75,249.00	97,577.16	(22,328.16)
Salary - Reserves	-	2,022.67	(2,022.67)
Salary - Youth Program	10,000.00	11,093.04	(1,093.04)
Short Term Disability Insurance	1,219.00	1,399.70	(180.70)
Small Equipment Repair/Purchase	-	112.50	(112.50)
Small Tools	4,000.00	4,889.52	(889.52)
Software Maintenance Fees	61,798.55	81,497.56	(19,699.01)
TMRS City Contribution	204,670.00	232,019.94	(27,349.94)
Training & Education - City Staff	8,000.00	10,758.56	(2,758.56)
Uniforms	8,000.00	13,807.08	(5,807.08)
Vehicle Insurance	5,230.00	7,638.12	(2,408.12)
Vision Insurance	548.49	621.72	(73.23)
Water Conservation Program	10,000.00	13,078.67	(3,078.67)
<b>Grand Total</b>	<b>1,206,379.03</b>	<b>1,620,808.25</b>	<b>(414,429.22)</b>

FY21 Subsidy/Transfer Amendment

Attachment B

FY21 Utility Subsidy Budget Adjustment						
Department	FY21 Actual Expenses	FY21 Actual Revenues	Profit (Deficit)	FY21 Budgeted Subsidy	FY21 Suggested Subsidy	Difference
05-Water	719,087.99	671,335.44	(47,752.55)	263,425.00	47,752.55	215,672.45
06-Wastewater	614,938.65	508,082.67	(106,855.98)	172,681.00	106,855.98	65,825.02
07-Solid Waste	165,138.98	6,934.86	(158,204.12)	149,657.00	158,204.12	(8,547.12)
25-Drainage	74,554.19	102,251.67	27,697.48	4,672.00	-	4,672.00
	<b>1,573,719.81</b>	<b>1,288,604.64</b>	<b>(285,115.17)</b>	<b>590,435.00</b>	<b>312,812.65</b>	<b>277,622.35</b>

FY21 Transfer Budget Adjustment						
Department	FY21 Actual Expenses	FY21 Actual Revenues	Profit (Deficit)	FY21 Budgeted Transfer	FY21 Suggested Transfer	Difference
19-Crime Control	371,231.41	422,176.32	50,944.91	102,806.00	\$0	(102,806.00)

FY21 Open Space Earmarked Funds						
Department	FY21 Actual Expenses	FY21 Actual Revenues	Profit (Deficit)	FY21 Budgeted Transfer	FY21 Suggested Transfer	Difference
09-General Government	-	-	-	-	\$700,000	700,000.00

Funding Source	Departments	General			Revised	Budget	Available	
Code	Code	Ledger Code	General Ledger Title		Budget	Actual	Adjustment	Budget
<b>Police Department Available Budget</b>								
01	02	5000	Payroll		774,382.00	703,439.37	26,471.99	44,470.64
01	02	5084	Salary - Cell phone allowance		1,920.00	1,750.00		170.00
01	02	5086	Salary - Bilingual		1,200.00	600.00		600.00
01	02	5087	Salary - Education		2,700.00	1,900.00		800.00
01	02	5120	Life Insurance Benefits		475.20	472.15		3.05
01	02	5121	Medical Insurance Benefits		87,442.00	83,497.17		3,944.83
01	02	5123	Vision Insurance		961.00	949.25		11.75
01	02	5124	Long Term Disability Insurance		2,978.00	2,900.25		77.75
01	02	5126	Short Term Disability Insurance		1,976.00	1,956.12		19.88
01	02	5130	Medicare Tax - Employers Contribution		11,628.82	11,478.84		149.98
01	02	5131	TWC - Employers Contribution		2,640.00	133.50		2,506.50
01	02	5150	Workers Compensation Benefits		26,834.71	13,487.84		13,346.87
01	02	5343	IT Management Services		20,566.00	12,818.97		7,747.03
01	02	5505	Ammunition		2,800.00	2,772.90		27.10
01	02	5570	Consumables		1,600.00	1,545.30		54.70
01	02	5600	Dues / Subscriptions / Fees		4,050.00	2,800.48		1,249.52
01	02	5645	Fuel		19,000.00	18,435.74		564.26
01	02	5725	Printing		900.00	850.45		49.55
01	02	5745	Repair & Maintenance - Equipment		3,000.00	2,826.12		173.88
01	02	5775	Small Tools		3,000.00	2,590.99		409.01
01	02	5782	Software Maintenance Fees		10,334.37	10,334.37		0.00
01	02	5815	Training - Mileage Reimbursement		2,500.00	1,453.85		1,046.15
01	02	5860	Vehicle Insurance		7,810.00	7,638.12		171.88
					<b>990,698.10</b>	<b>886,631.78</b>	<b>26,471.99</b>	<b>77,594.33</b>
<b>Municipal Court Available Budget</b>								
01	03	5091	Salary - Licensing Incentives		60.00	35.00		25.00
01	03	5120	Life Insurance Benefits		8.64	8.51		0.13
01	03	5131	TWC - Employers Contribution		288.00	8.92		279.08
01	03	5135	Social Security Contribution		806.00	672.28		133.72
01	03	5306	Attorney		6,000.00	2,737.00	3,263.00	0.00
01	03	5343	IT Management Services		980.00	75.00	905.00	0.00
01	03	5354	Municipal Court Services		500.00	0.00	500.00	0.00
01	03	5690	Municipal Court Supplies		500.00	0.00	500.00	0.00
01	03	5725	Printing		500.00	0.00	9.65	490.35
01	03	5815	Training - Mileage Reimbursement		400.00	0.00		400.00
01	03	5820	Training & Education - City Staff		400.00	0.00		400.00
					<b>10,442.64</b>	<b>3,536.71</b>	<b>5,177.65</b>	<b>1,728.28</b>
<b>Public Works Available Budget</b>								
01	04	5084	Salary - Cell phone allowance		504.00	417.00		87.00
01	04	5087	Salary - Education		480.00	365.00		115.00
01	04	5090	Salary - Overtime		1,083.00	1,028.72		54.28
01	04	5094	Salary-Water Sampling		7,893.00	6,307.66		1,585.34
01	04	5100	Exams/ Testing / Certifications		750.00	0.00		750.00
01	04	5120	Life Insurance Benefits		50.00	35.65		14.35
01	04	5124	Long Term Disability Insurance		325.00	129.31		195.69
01	04	5126	Short Term Disability Insurance		214.00	151.49		62.51
01	04	5131	TWC - Employers Contribution		276.00	28.42		247.58
01	04	5133	Urban Forestry		4,000.00	995.62	3,004.38	0.00
01	04	5150	Workers Compensation Benefits		3,678.00	3,566.00		112.00
01	04	5350	Grounds Maintenance		135,000.00	113,923.16	21,076.84	0.00

Funding Source	Departments	General					
Code	Code	Ledger Code	General Ledger Title		Revised Budget	Budget	Available Budget
01	04	5436	Trails Master Plan	1,500.00	0.00		1,500.00
01	04	5437	Community Gardens	701.58	701.58		0.00
01	04	5444	Energy Conservation Rebates	10,000.00	7,096.63	500.10	2,403.27
01	04	5447	Pollution reduction Program	1,000.00	531.01		468.99
01	04	5476	Teen Program Expenses	2,000.00	606.12		1,393.88
01	04	5547	Ice Service	2,200.00	179.00		2,021.00
01	04	5570	Consumables	900.00	797.14		102.86
01	04	5575	Wildlife Management & Implementation	2,500.00	0.00		2,500.00
01	04	5600	Dues / Subscriptions / Fees	1,000.00	408.18		591.82
01	04	5645	Fuel	8,000.00	5,473.76		2,526.24
01	04	5735	Rental Expense - Equipment	750.00	300.00		450.00
01	04	5743	Repair & Maintenance - Landscaped Areas	4,500.00	2,841.03		1,658.97
01	04	5744	Repair & Maintenance - Parks & Grounds	8,000.00	7,802.08		197.92
01	04	5748	Repair & Maintenance - Fencing	2,500.00	335.14		2,164.86
01	04	5762	Reprographics Services	500.00	0.00		500.00
01	04	5815	Training - Mileage Reimbursement	1,750.00	816.56		933.44
01	04	5820	Training & Education - City Staff	2,500.00	875.29		1,624.71
01	04	5830	Uniforms	2,000.00	1,108.12		891.88
				<b>206,554.58</b>	<b>156,819.67</b>	<b>24,581.32</b>	<b>25,153.59</b>
<b>General Government Available Budget</b>							
01	09	5089	Tuition Reimbursement	4,500.00	3,227.31		1,272.69
01	09	5321	Contingency Fund	500.00	0.00		500.00
01	09	5552	Sunset Valley Arts Commission-Community Programs	5,000.00	4,477.57		522.43
01	09	5558	Community Events - Spring Fling	4,400.00	0.00		4,400.00
01	09	5561	Community Events	3,000.00	0.00		3,000.00
01	09	5726	Property Lease Expense	5,200.00	2,600.00		2,600.00
01	09	5825	Training & Supplies - City Council	3,000.00	2,321.75		678.25
				<b>25,600.00</b>	<b>12,626.63</b>	<b>0.00</b>	<b>12,973.37</b>
			<b>Total General Fund Available Budget</b>				<b>117,449.57</b>
<b>Water Available Budget</b>							
02	05	5000	Payroll	100,512.00	87,470.88		13,041.12
02	05	5084	Salary - Cell phone allowance	552.00	448.00		104.00
02	05	5087	Salary - Education	510.00	252.50		257.50
02	05	5120	Life Insurance Benefits	71.00	70.86		0.14
02	05	5121	Medical Insurance Benefits	11,730.00	11,132.95		597.05
02	05	5122	Dental Insurance Benefits	694.00	624.94		69.06
02	05	5123	Vision Insurance	144.00	126.56		17.44
02	05	5130	Medicare Tax - Employers Contribution	1,513.00	1,358.30		154.70
02	05	5131	TWC - Employers Contribution	396.00	19.94		376.06
02	05	5303	Aquifer District Fees	3,500.00	3,235.32		264.68
02	05	5343	IT Management Services	980.00	0.00		980.00
02	05	5373	Utility Contractual Services	586,663.20	506,037.89	23,802.41	56,822.90
02	05	5375	Utility Inspections	250.00	0.00		250.00
02	05	5515	Bank / Management Fees	2,000.00	796.00		1,204.00
02	05	5645	Fuel	500.00	0.00		500.00
02	05	5705	Office Supplies/Delivery Fees	1,000.00	114.37		885.63
02	05	5735	Rental Expense - Equipment	250.00	0.00		250.00
02	05	5745	Repair & Maintenance - Equipment	1,200.00	461.79		738.21
02	05	5755	Repair & Maintenance - Vehicles	1,000.00	591.19		408.81

Funding Source	Departments	General					
Code	Code	Ledger Code	General Ledger Title		Revised Budget	Budget Adjustment	Available Budget
02	05	5775	Small Tools	3,000.00	2,633.04		366.96
02	05	5782	Software Maintenance Fees	9,448.63	9,448.63		0.00
02	05	5815	Training - Mileage Reimbursement	1,600.00	0.00		1,600.00
02	05	5820	Training & Education - City Staff	4,350.00	3,584.80		765.20
02	05	5830	Uniforms	700.00	341.64		358.36
02	05	5835	Utilities: Elec/water/wastewater/telephone/gas	3,000.00	1,089.03		1,910.97
02	05	7212	Backflows, Meters, & Vaults Improvements	50,000.00	0.00		50,000.00
				<b>785,563.83</b>	<b>629,838.63</b>	<b>23,802.41</b>	<b>131,922.79</b>
<b>Wastewater Available Budget</b>							
02	06	5000	Payroll	60,334.00	52,487.70		7,846.30
02	06	5084	Salary - Cell phone allowance	336.00	274.00		62.00
02	06	5087	Salary - Education	285.00	126.25		158.75
02	06	5122	Dental Insurance Benefits	421.00	416.63		4.37
02	06	5123	Vision Insurance	87.00	84.37		2.63
02	06	5130	Medicare Tax - Employers Contribution	907.00	813.27		93.73
02	06	5131	TWC - Employers Contribution	240.00	11.99		228.01
02	06	5371	Industrial Waste Services	1,000.00	0.00		1,000.00
02	06	5373	Utility Contractual Services	519,161.64	485,981.01	13,139.35	20,041.28
02	06	5375	Utility Inspections	500.00	91.71		408.29
02	06	5600	Dues / Subscriptions / Fees	575.00	75.00		500.00
02	06	5645	Fuel	500.00	0.00		500.00
02	06	5705	Office Supplies/Delivery Fees	800.00	126.80		673.20
02	06	5735	Rental Expense - Equipment	250.00	27.71		222.29
02	06	5755	Repair & Maintenance - Vehicles	1,000.00	486.22		513.78
02	06	5775	Small Tools	2,000.00	365.88		1,634.12
02	06	5798	Annual WW Line Inspections	15,000.00	14,397.51		602.49
02	06	5815	Training - Mileage Reimbursement	1,000.00	0.00		1,000.00
02	06	5820	Training & Education - City Staff	1,500.00	236.67		1,263.33
02	06	5830	Uniforms	500.00	374.91		125.09
02	06	5835	Utilities: Elec/water/wastewater/telephone/gas	1,000.00	674.39		325.61
				<b>607,396.64</b>	<b>557,052.02</b>	<b>13,139.35</b>	<b>37,205.27</b>
<b>Solid Waste Available Budget</b>							
02	07	5000	Payroll	39,142.00	36,717.74		2,424.26
02	07	5084	Salary - Cell phone allowance	168.00	140.00		28.00
02	07	5087	Salary - Education	105.00	71.25		33.75
02	07	5090	Salary - Overtime	723.00	573.88		149.12
02	07	5120	Life Insurance Benefits	28.00	23.61		4.39
02	07	5121	Medical Insurance Benefits	4,926.00	3,710.99		1,215.01
02	07	5122	Dental Insurance Benefits	273.00	208.31		64.69
02	07	5123	Vision Insurance	57.00	42.19		14.81
02	07	5124	Long Term Disability Insurance	151.00	144.52		6.48
02	07	5126	Short Term Disability Insurance	99.00	97.54		1.46
02	07	5130	Medicare Tax - Employers Contribution	588.00	553.81		34.19
02	07	5131	TWC - Employers Contribution	156.00	7.25		148.75
02	07	5150	Workers Compensation Benefits	1,322.00	157.00		1,165.00
02	07	5373	Utility Contractual Services	100,000.00	92,133.32	6,759.60	1,107.08
02	07	5374	Utility Dumpster Rental	7,000.00	3,625.66		3,374.34
02	07	5510	Animal Control	3,500.00	2,323.29		1,176.71
02	07	5650	Hazardous Material Disposal	389.00	60.84		328.16
02	07	5735	Rental Expense - Equipment	750.00	0.00		750.00
02	07	5795	Tire Recycling	650.00	621.50		28.50

Funding Source	Departments	General					
Code	Code	Ledger Code	General Ledger Title		Revised Budget	Budget Actual	Available Adjustment Budget
					<b>160,027.00</b>	<b>141,212.70</b>	<b>6,759.60</b>
			<b>Total Utility Fund Available Budget</b>				<b>181,182.76</b>
<b>Street Available Budget</b>							
14	14	5000	Payroll		41,214.00	35,984.45	
14	14	5084	Salary - Cell phone allowance		264.00	214.00	
14	14	5087	Salary - Education		225.00	111.25	
14	14	5120	Life Insurance Benefits		28.00	23.61	
14	14	5121	Medical Insurance Benefits		4,422.00	3,710.99	
14	14	5122	Dental Insurance Benefits		273.00	208.31	
14	14	5123	Vision Insurance		57.00	42.19	
14	14	5124	Long Term Disability Insurance		159.00	144.52	
14	14	5126	Short Term Disability Insurance		105.00	97.54	
14	14	5130	Medicare Tax - Employers Contribution		624.00	562.07	
14	14	5131	TWC - Employers Contribution		156.00	8.60	
14	14	5140	TMRS City Contribution		4,993.00	4,735.10	
14	14	5750	Repair & Maintenance - Streets & Drainage		82,000.00	40,969.84	7,063.87
					<b>134,520.00</b>	<b>86,812.47</b>	<b>7,063.87</b>
			<b>Total Street Fund Available Budget</b>				<b>40,643.66</b>
<b>HOT Available Budget</b>							
16	16	5500	Advertising / Public Notices		260,000.00	189,645.33	19,895.54
					<b>260,000.00</b>	<b>189,645.33</b>	<b>19,895.54</b>
			<b>Total HOT Fund Available Budget</b>				<b>50,459.13</b>
<b>Venue Available Budget</b>							
18	18	5000	Payroll		67,136.00	63,078.95	
18	18	5084	Salary - Cell phone allowance		408.00	337.00	
18	18	5087	Salary - Education		390.00	282.50	
18	18	5130	Medicare Tax - Employers Contribution		1,012.00	957.97	
18	18	5131	TWC - Employers Contribution		228.00	14.04	
18	18	5133	Urban Forestry		5,000.00	247.50	
18	18	5381	Water Quality Consultants		15,000.00	0.00	15,000.00
18	18	5446	Environmental Monitoring Program		2,500.00	0.00	
18	18	5745	Repair & Maintenance - Equipment		3,000.00	0.00	
18	18	5749	Repair and Maintenance - Natural Waterways		12,000.00	0.00	3,357.40
18	18	5753	Repair & Maintenance - Trails & Footpaths		2,000.00	0.00	
18	18	5820	Training & Education - City Staff		2,000.00	499.00	
18	18	5823	Education Programs		2,000.00	0.00	
18	18	5880	Water Quality Ponds		15,000.00	1,799.55	
					<b>127,674.00</b>	<b>67,216.51</b>	<b>18,357.40</b>
			<b>Total Venue Fund Available Budget</b>				<b>42,100.09</b>
<b>Crime Control Available Budget</b>							
19	19	5000	Payroll		227,230.00	188,148.29	5,904.50

Funding Source	Departments	General					Budget	Available
Code	Code	Ledger Code	General Ledger Title		Revised Budget	Actual Adjustment		Budget
19	19	5084	Salary - Cell phone allowance	480.00	370.00			110.00
19	19	5088	Salary - Shift Differential	2,400.00	1,700.00			700.00
19	19	5091	Salary - Licensing Incentives	2,400.00	2,000.00			400.00
19	19	5092	Salary - Holiday Traffic Control	5,000.00	0.00			5,000.00
19	19	5093	Salary - Holiday Pay	11,906.00	9,905.90			2,000.10
19	19	5121	Medical Insurance Benefits	22,931.00	22,265.91			665.09
19	19	5122	Dental Insurance Benefits	1,262.00	1,249.88			12.12
19	19	5123	Vision Insurance	262.00	253.13			8.87
19	19	5130	Medicare Tax - Employers Contribution	3,557.00	3,114.53			442.47
19	19	5131	TWC - Employers Contribution	960.00	36.15			923.85
19	19	5135	Social Security Contribution	1,597.00	848.76			748.24
19	19	5150	Workers Compensation Benefits	7,729.69	0.00			7,729.69
19	19	5439	Community Partnership	2,250.00	1,467.65			782.35
19	19	5600	Dues / Subscriptions / Fees	500.00	0.00			500.00
19	19	5613	800 MHz Operation and Maintenance	9,495.00	9,000.36			494.64
19	19	5614	911 Call Share	59,847.00	59,847.00			0.00
				<b>359,806.69</b>	<b>300,207.56</b>	<b>5,904.50</b>	<b>53,694.63</b>	
			<b>Total Crime Control Fund Available Budget</b>					<b>53,694.63</b>
<b>Drainage Available Budget</b>								
25	25	5000	Payroll	27,985.00	25,329.54			2,655.46
25	25	5084	Salary - Cell phone allowance	168.00	140.00			28.00
25	25	5087	Salary - Education	105.00	41.25			63.75
25	25	5130	Medicare Tax - Employers Contribution	420.00	385.46			34.54
25	25	5131	TWC - Employers Contribution	108.00	5.81			102.19
25	25	5746	Repair & Maint. - Drainage-Streets & ROW	20,000.00	1,437.50	6,882.93		11,679.57
25	25	5761	Repair & Maintenance - Water Quality Ponds	5,000.00	1,428.62			3,571.38
25	25	5823	Education Programs	750.00	0.00			750.00
25	25	7184	Sunset Trail Street	35,122.00	0.00			35,122.00
				<b>89,658.00</b>	<b>28,768.18</b>	<b>6,882.93</b>	<b>6,882.93</b>	<b>54,006.89</b>
			<b>Total Drainage Fund Available Budget</b>					<b>54,006.89</b>
<b>Total Budget Sweep Across All Funds</b>								
			General Fund Sweep					117,449.57
			Utility Fund Sweep					181,182.76
			Street Fund Sweep					40,643.66
			HOT Fund Sweep					50,459.13
			Venue Fund Sweep					42,100.09
			Crime Control Fund Sweep					53,694.63
			Drainage Fund Sweep					54,006.89
			<b>Total Budget Sweep Across All Funds</b>					<b>539,536.73</b>

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 200915 AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND TERMINATING SEPTEMBER 30, 2021 AND MAKING TRANSFERS AND APPROPRIATIONS OF FUNDS FOR ACCOUNTS AFFECTING THE GENERAL, CITY FACILITIES, UTILITY, DRAINAGE UTILITY, STREET REPAIR AND MAINTENANCE, HOTEL OCCUPANCY TAX, VENUE TAX, AND CRIME CONTROL AND PREVENTION DISTRICT FUNDS.**

**WHEREAS**, the City Council of the City of Sunset Valley, Texas, deems it necessary to amend Ordinance No. 200915 to meet unexpected and/or unforeseen conditions that could not have been included in the original budget using reasonably diligent thought and attention.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUNSET VALLEY, TEXAS THAT:**

Ordinance No. 200915 passed and approved on September 15, 2020, is hereby amended, to provide for the line-item adjustments and transfers set forth in Attachment A, Budget Amendment #2, and Attachment B, Subsidy/Transfer Amendment, attached hereto and incorporated herein. Except as specifically affected by the transfers and appropriations reflected on the attached Attachment A, the budget for Fiscal Year 2020-2021 as previously approved, shall remain in full force and effect.

PASSED AND APPROVED this 7<sup>TH</sup> DAY OF DECEMBER 2021.

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Marc Bruner  
Mayor

ATTEST:

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Matt Lingafelter, City Secretary

## Clarification on Comments from 1/4/22 Council Meeting

- Lack of accuracy and clarity in the current state of the budget process. While the City has adequate financial policies, the implementation of these policies was not adequate in this budget adjustment
  - o Going back through the last 7 years of history, there was at least two budget adjustments each year approved by council. "Because it's always been done that way" isn't a good answer to the question though. Sylvia and I have started implementing a few new policies that will ensure the budget is top priority. With that said- there will always still be some items that were unexpected and go over budget. We hope to address these items when we discuss the policy during the year.
- "Wiggle room" because not all of the expenses were in yet
  - o Budgeting is not an exact science. At the time the budget adjustment was first presented, not all invoices for FY21 had been turned into the city yet. There was an estimated amount of budget reserved for those items. This is a normal method to account for unknown budgetary items.
- this revised amendment is substantially different.
  - o It was brought to the Committee's attention that the budget adjustment they were seeing was not complete but Council had requested it before FY21 was closed. By the time it got to council, the rest of the numbers had come in so the "wiggle room" mentioned above could be removed and actual numbers used instead. That is the difference in the two adjustments.
- In any good financial accounting system, every number should be justified and every change should be explained and accounted for.
  - o Every number *is* justified and accounted for. This is why the annual external audit occurs. The auditors ensure that the numbers have been entered correctly according to GAAP (Generally Accepted Accounting Principles) and have adequate documentation.
- Budgeted and actual numbers for the items that are supposedly under budget have been removed, leaving only the difference between the numbers.
  - o This was done purposefully because it seemed to be confusing to committee members when presented the first time. Councilmember Rosengarten says she prefers the format that was presented to council so it will continue to be presented in that manner.
- This is probably a typo - it should probably say 414,429.22
  - o Yes, it was a typo.
- There was no constant fluctuation of the numbers, documents presented to us were generally clear, accurate, and complete, there were no known significant violations of our financial policies, and no enormous deviations from our budget that required massive amendments with significant moneys already spent before the amendment.
  - o Accounting is not a flat, consistent number. Invoices are entered, journal entries are booked, revenue is added, etc. OpenGov show the data in real time. It shows each time I enter a journal entry or run checks for accounts payable. The numbers will continue to change due to the constant inflow and outflow.

- Three years ago, under a different city administration, we had a clear process that worked. It wasn't perfect, the old-fashioned paper-based system could be awkward, and there was the occasional typo, but overall it worked and worked well.
  - o Council has directed that the accounting department and Budget & Finance Committee use OpenGov. The reason why accounting prefers OpenGov to paper is for the same reason stated in the bullet above. It shows the numbers in real time. The only way those numbers change is if the accounting department enters an entry into our accounting software. On paper, it is easy to change a number here, move some numbers there, etc. It has no accountability and the numbers can easily be manipulated. That is not possible with OpenGov, which is why it is preferred by both Council and staff.

## Clarification on Comments from 1/4/22 Council Meeting

- Lack of accuracy and clarity in the current state of the budget process. While the City has adequate financial policies, the implementation of these policies was not adequate in this budget adjustment
  - o Going back through the last 7 years of history, there was at least two budget adjustments each year approved by council. "Because it's always been done that way" isn't a good answer to the question though, and we understand that. As the prior chair Michael Francis pointed out, they have historically been approved after the fact. Sylvia and I have started implementing a few new policies that will ensure budget amendments are kept to a minimum, and that is using the existing tools available to us in MIP, the City's accounting software, namely the PO process. However, with that said there will always still be some items that were unexpected and go over budget such as accidents or increases in premiums mid-year. We hope to address these items when we discuss the policy during the year.
- "Wiggle room" because not all of the expenses were in yet
  - o Budgeting is not an exact science. At the time the budget adjustment was first presented, not all invoices for FY21 had been turned into the city yet. There was an estimated amount of budget reserved for those items. This is a normal method to account for unknown budgetary items.
- this revised amendment is substantially different.
  - o It was brought to the Committee's attention that the budget adjustment they were seeing was not complete, but Council had requested it before FY21 was closed. By the time it got to council, the rest of the numbers had come in so the "wiggle room" mentioned above could be removed and actual numbers used instead. That is the difference in the two adjustments.
- In any good financial accounting system, every number should be justified and every change should be explained and accounted for.
  - o Every number *is* justified and accounted for. This is why the annual external audit occurs. The auditors ensure that the numbers have been entered correctly according to GAAP (Generally Accepted Accounting Principles) and have adequate documentation. At the end of every year, in every accounting and budgeting public agency, there will always be journal entries to correct prior entries, for things like a refund or missed invoice. The Auditors ensure these items are correctly accounted for, and again, the numbers may change. The Council's adoption of the audit is when any and all numbers are finally permanent.
- Budgeted and actual numbers for the items that are supposedly under budget have been removed, leaving only the difference between the numbers.
  - o This was done purposefully because it seemed to be confusing to committee members when presented the first time. Councilmember Rosengarten says she prefers the format that was presented to council so it will continue to be presented in that manner.
- This is probably a typo - it should probably say 414,429.22
  - o Yes, it was a typo.

- There was no constant fluctuation of the numbers, documents presented to us were generally clear, accurate, and complete, there were no known significant violations of our financial policies, and no enormous deviations from our budget that required massive amendments with significant moneys already spent before the amendment.
  - o Accounting is not a flat, consistent number. Invoices are entered, journal entries are booked, revenue is added, etc. OpenGov shows the data in real time. It shows each time I enter a journal entry or run checks for accounts payable. The numbers will continue to change due to the constant inflow and outflow.
  - o OpenGov is a viewer into the City's financial software. It is not the software we are working in. Snapshots of time are taken and presented, but again, journal entries, etc may change the numbers presented. It is not an attempt to hide anything, but rather OpenGov allows the committee members and Council to see every transaction; that was not possible before.
- Three years ago, under a different city administration, we had a clear process that worked. It wasn't perfect, the old-fashioned paper-based system could be awkward, and there was the occasional typo, but overall it worked and worked well.
  - o Council has directed that the accounting department and Budget & Finance Committee use OpenGov. The reason why accounting prefers OpenGov to paper is for the same reason stated in the bullet above. It shows the numbers in real time. The only way those numbers change is if the accounting department enters an entry into our accounting software. On paper, it is easy to change a number here, move some numbers there, etc. It has no accountability and the numbers can easily be manipulated. That is not possible with OpenGov, which is why it is preferred by both Council and staff.

## A.ii.

IT Expenses - Budget Amendment #2								
Fund	Dept.	GL	GL Title	Adopted Budget	Actuals	Budget Under (Over)	Council Notes	Notes
01	01	5343	IT Management Services					Increased cost due to a-la-carte style contract - Increased costs due to assistance for website, Granicus (peak), VPN connections, Phone, Computers, turnover, TEAMS, PD Certification, etc
				12,731.00	32,507.95	(19,776.95)		
01	04	5343	IT Management Services					Increased cost due to a-la-carte style contract - Increased costs due to assistance for website, Granicus (peak), VPN connections, Phone, Computers, turnover, TEAMS, PD Certification, etc
				9,793.00	11,881.95	(2,088.95)		
<b>(21,865.90)</b>								
01	01	5782	Software Maintenance Fees					GoTo Meetings, Zoom, HDL (Council approved \$2,400), Brazos Ticket writers (\$10K charge - previously council approved per contract), DudeSolutions (\$8,100- similar to ESRI charge- full conversion has not occurred. Planned for FY 22)
				48,225.80	67,747.84	(19,522.04)		
19	19	5782	Software Maintenance Fees	13,572.75	13,749.72	(176.97)	No violation	
<b>(19,699.01)</b>								
Council Approved Items								
01	01	5782			17,632.24		Website Design	
01	01	5782			10,672.04		Granicus- Agenda Creation for Council (Prior year)	
<b>28,304.28</b>								



## City of Sunset Valley Public Works and Environmental Services

Mayor and Councilmembers,

After reviewing the engineering task orders from FY 21 it is apparent that many of the task orders did not receive official approval by the City Council prior to commencement. Some of the task orders are signed by Mayor Cardona, Mayor Bruner, and one by the City Administrator. Several of the task orders have also not been signed. Some of the task orders are below a threshold that would require Council approval (\$25,000). However, others have come to a cumulative total that would require council approval.

The spreadsheet that the mayor had created regarding the engineering task orders has been completed. I reviewed council meeting minutes between when the task order was submitted and when it was signed to determine if there was official council action on the item. I also tried to piece together any other possible council action on the items that may have preceded the task orders. Below and within the spreadsheet you can click on each of the task order groups and it will take you to web pages that should have all the documentation (task orders, council minutes, etc.) for each of the Capital Improvement Projects listed. I have also included a summary of the task orders below and recommendations on how this process can be improved.

### [Engineering Task Order #1 and #2](#)

These are general engineering and plan review services. This is a bit of a gray area regarding approval. I looked back at previous years and did not find that task orders were ever done for these types of services. I believe these have always been treated like attorney fees. Each year the council adopts a contract list, and the engineer should be on that list for these services. General engineering should be for as needed items not related to projects. For example, if we need an engineer opinion on something to do with the water contract, questions about problems with existing water quality ponds, if we need assistance with the annual CRS (TO #8), or any other engineering questions this is the fund for these types of things. Task orders appear to be a new approach regarding general engineering but is an excellent practice. Plan review should be a fund that is mostly recouped and passed on to permit applicants. Additional funds for plan review and general engineering were included in the first budget amendment to the FY 21 budget.



## City of Sunset Valley Public Works and Environmental Services

### Task Order #3 Jones Road and Sunset Trail

No record of official council action specific to the original task order or the amendments were found. The drainage issues were discussed at Council on 7/21/2020. There was a task order attached to this agenda item from the previous City Engineers. At that time Council referred the project proposal to legal and the PW committee. The previous City Engineers resigned in August/September of 2020. The original task order from Freeland Turk included work on the drainage project as well as water and street improvements on Sunset Trail. Both Lone Oak and Sunset Trail were in the FY 20 budget. However, Sunset Trail was not listed as a project for FY 21 although Lone Oak Trail was a funded project. The drainage project was listed as a funded project for FY21. The drainage portion of the project was discussed again at Council on 5/4/2021 and a recommendation was made to move forward with that project. A reference was made on the backup material that a \$10,000 budget adjustment would be needed to complete the project; however, it does not appear the task order was attached. A budget amendment for \$20,122 was included in FY 21 budget amendment and Sunset Trail was referenced in the amendment document. The third amendment for this project was not executed. Sunset Trail and Lone Oak were combined into Task Order #10 that was approved by Council on 10/5/2021.

### Task Order #4 Lift Station

No record of council action was found for the original lift station task order. However, the mayor signed this task order and it was below the threshold for Council approval. The lift station was a project approved in the FY 21 budget. The project was directed to move forward by Council on February 2<sup>nd</sup>, 2021. The task order for engineering was not attached to the backup material. Final engineering and permitting would be required to move the project forward. This should have been made clear in the backup information and the task order attached. The 2<sup>nd</sup> amendment has not been executed. A revised amendment was taken to the Public Works Committee on February 17<sup>th</sup>, 2022 and will come to Council on the 8<sup>th</sup> of March for consideration.

### Task Order #5 City Pond

No official Council action was taken on the original task order which was for assistance with the Pond. However, budget amendment #1 included \$5,210 for this task order. The original task order and any amendment was terminated and replaced



## City of Sunset Valley Public Works and Environmental Services

by TO #5 - FY 22. This task order changed the project to close out for the City Facilities project and was approved by Council on 11/9/2021.

### Task Order #6 CIP

Looking back at the [FY 21 Budget there was a directive in the Mayor's letter to develop a CIP](#) and it was listed in the Council's draft goals for 2021. Even though there was intent to initiate this project it does not appear any funds were allocated for the project prior to project initiation. There were numerous staff reports and committee meetings (Public Works and Planning & Environmental) on this project. However, the budget for this project was not officially adopted by Council until 8/3/2021 in the first budget amendment to the FY 21 budget. Council adopted the CIP on 8/17/2021. The task orders never came to Council for approval prior to the start of the project, although updates on the project were ongoing.

### Task Order #8 CRS

The CRS is the process the City goes through to lower the flood insurance for every resident within the floodplain. This is an annual project as well as a more thorough inspection every 5 years. Staff will be taking over the majority of this process and completed the CRS 5-year review in 2021. The amount of this task order is below the amount requiring council approval. Funding for this item was also included in the FY 21 Budget Amendment.

### **Recommendations**

This review has highlighted the need for policies to be adopted to improve transparency, accountability, and communication. Below are recommended actions to be undertaken to address the issues that occurred in FY 21.

1. Task orders for all capital improvement projects should be initiated by the Public Works Department. Task orders and any amendments should then be reviewed by the Public Works Committee and then sent to Council for approval prior to project initiation.
2. The CIP is a five-year plan. The projects for 2022-2023 are already known. Task orders for next year's projects will be presented to Council at the first meeting in October.
3. Monthly reports including expenses incurred for each project will be provided on the City's website and given to City



## City of Sunset Valley Public Works and Environmental Services

Council. Webpages have been created for each project and this will provide the current information for the project as well as relevant documents.

4. The final cost of a project is not fully known until bids are received. If necessary, budget amendments will be done at the time of bid award for each project.
5. Task orders for general engineering services and plan review will be presented at the council meeting when the budget is adopted with annual contracts. The task order will then be backup for a purchase order to help with cost tracking.
6. Request that invoicing from the engineers for plan review be submitted with each stage of plan review for every project. This will allow the City to have the majority of fees paid prior to issuing the permit to the applicant and all fees associated with a project must be paid before the Certificate of Occupancy is issued.
7. Engineering invoices related to all projects and general engineering must come through the Public Works Department prior to payment. There is a disconnect between the financial portion of project management and the actual project if the Public Works Department does not see the invoices. To effectively manage and keep projects on budget this information is essential.
8. Increasing communication and coordination between departments is key. Weekly team meetings with key personnel from the various departments will help to improve coordination. The Police Department and Public Works Department began doing this for emergency planning and other projects. This has helped to foster better coordination and understanding between the departments.
9. Standardize billing codes for the engineers to use with each project. This will allow costs to be billed to the correct location and avoid journal entries.
10. All task orders, regardless of estimated cost, that do not have dedicated funds should be brought before Council for a budget amendment prior to initiation.



## City of Sunset Valley Public Works and Environmental Services

These recommendations should address many of the issues that occurred in 2021. Many of these have already been initiated and will continue to be refined. However, other ideas and suggestions on how we can better serve the community are welcome. The Public Works Department will be presenting the Public Works Committee with standardized policies and procedures for projects and engineering at their next meeting. The recommendations above will be incorporated into a larger set of policies for how the City manages projects and engineering. If there is something that was missed in reviewing the task orders or a document missing from the website, please let me know. If you have any questions, please call or email.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carolyn" and "Meredith" in a cursive script.

Carolyn Meredith  
Public Works Director  
City of Sunset Valley

## FY 21 Engineering Task Orders

Task Order	Scope	Amount	Date Submitted	Date Reviewed/Approved by Council	Date Signed	Signee	Source	Notes	Staff Request	City Administrator Notes
General Rate Agreement	2020 Rate Schedule	-	9/12/2020	9/1/2020	9/11/2020	Mayor Cardona	Councilmember Rosengarten email 2/14/2022	Sets rates for Task Orders		
TO 1 - FY21	General Engineering Services	\$ 25,000	9/12/2020	N/A	10/6/2020	Mayor Cardona	Councilmember Rosengarten email 2/14/2022	The General Engineering Task order was not reviewed by Council as part of the approval of FreeLand Turk as City Engineers on 9/1/2020.	Please provide date reviewed/approved by Council	
TO 1 - FY22	General Engineering Services	\$ 25,000	11/3/2021	Included in FY22 Budget lines 5312, 5327, and 5330	Not Signed	Not Signed	Linked on Website	On 9/21/2021 Council approved annual contracts which included FreeLand Turk. No task orders were attached to this item.	Please send copy of signed TO to Council	
TO 2 - FY21	Plan Review	\$ 15,000	9/15/2020	N/A	11/19/2020	Mayor Bruner	City Administrator email 2/15/2022	Not reviewed as part of 9/1/2020 or 9/15/2020 Council meetings. Plan review should be a budget that is recouped by invoicing permit applicants for fees.	Please provide date reviewed/approved by Council	
TO 2 - FY21 Amendment 1	Plan Review	\$ 15,000	4/6/2021	N/A	Not Signed	Not Signed	City Administrator email 2/15/2022	\$105,465 in Engineering budget amendments were made with approval of FY21 Budget Amendment on August 3, 2021. TO #2 was referenced in the document. No engineering task orders were attached to the backup document for the City Council meeting. Attached is the budget spreadsheet for that amendment.	Please provide date reviewed/approved by Council; please send copy of signed TO to council	
TO 2 - FY22	Plan Review	\$ 29,250	11/3/2021	Included in FY22 Budget lines 5312, 5327, and 5330	Not Signed	Not Signed	Linked on Website	On 9/21/2021 Council approved annual contracts which included FreeLand Turk. No task orders were attached to this item.	Please send copy of signed TO to Council	
TO 3	Jones Road and Sunset Trail	\$ 25,000	10/28/2020	N/A	11/19/2020	Mayor Bruner	City Administrator email 2/15/2022	Not reviewed as part of 11/18/2020 agenda. Council was presented with a proposal regarding the drainage project from the previous engineer on July 21, 2020. That project was referred to legal and the PW committee at that time.	Please provide date reviewed/approved by Council	This original task order began with MillerGray Engineers and included a larger scope to the item. Later it was moved to FreeLand Turk and focused on Ruth Dawson property. The removal of all the extra, reduced the amount to only deal with the drainage on Jones to address the Dawson property. The minutes should reflect as it was Councilmember
TO 3 Amendment 1	Jones Road and Sunset Trail	\$ 10,000	3/17/2021	N/A	Not Signed	Not Signed	Linked on Website	Not signed and not reviewed by council.	Please send copy of signed TO amendment to Council	reflect as it was Councilmember Rosengarten who made the motion to reduce, however, the minutes do not reflect.
TO 3 Amendment 2	Jones Road and Sunset Trail	\$ 10,000	5/11/2021	5/4/2021; however, that meeting discussed \$40,000, not \$10,000	5/21/2021	City Administrator?	City Administrator email 2/15/2022	Task order was not referenced in the backup material, however council directed the drainage project to move forward which would require final engineering. The backup material referenced that an amendment for \$10,000 would need to be made.	Please confirm signature on TO	

## FY 21 Engineering Task Orders

Task Order	Scope	Amount	Date Submitted	Date Reviewed/Approved by Council	Date Signed	Signee	Source	Notes	Staff Request	City Administrator Notes
TO 3 Amendment 3	<a href="#">Jones Road and Sunset Trail</a>	\$ 40,000	6/1/2021	Not Executed	Not Signed	Not Signed	City Administrator email 2/15/2022	Missing from summary page sent in Councilmember Rosengarten 2/14/2021 email. <a href="#">Sunset Trail and Lone Oak Projects</a> were incorporated into task order #10.	Please provide status of the TO amendment	
TO 4	<a href="#">Stearns Lift Station</a>	\$ 18,000	10/1/2020	N/A	10/6/2020	Mayor Cardona	Councilmember Rosengarten email 2/14/2022	Was not presented at the 10/6/2020 Council Meeting.	Please provide date reviewed/approved by Council	
TO 4 Amendment 1	<a href="#">Stearns Lift Station</a>	\$ 44,000	4/6/2021	2/2/2021	4/6/2021	Mayor Bruner	City Administrator email 2/15/2022	Task order was not referenced in the backup material, however council directed the project to move forward which would require final engineering.		
TO 4 Amendment 2	<a href="#">Stearns Lift Station</a>	\$ 8,000	N/A	Not Executed	N/A	N/A	Councilmember Rosengarten email 2/14/2022	Amendment will be brought to Council on March 8th, 2022. The amendment has been recommended by the Public Works Committee and will be for \$15,000.	Will provide copy	
TO 5 - FY21	City Pond	\$ 15,000	10/2/2020	N/A	10/6/2020	Mayor Cardona	Councilmember Rosengarten email 2/14/2022	Was not presented at the 10/6/2020 Council Meeting. This TO was terminated and replaced by TO#5 FY 22.	Please provide date reviewed/approved by Council	
TO 5 - FY21 Amendment 1	City Pond	\$ 15,000	11/2/2021	Not Executed		N/A	Councilmember Rosengarten email 2/14/2022	Was this ever executed? <a href="#">This was not executed. TO 5 FY 21 and Amendment 1 were terminated and replaced by TO 5 FY 22.</a>	Please provide status of the TO amendment	
TO 5 - FY22	City Pond	\$ 18,275	11/4/2021	11/9/2021	11/19/2021	Mayor Bruner				
TO 6	<a href="#">CIP</a>	\$ 15,000	10/13/2020	N/A	11/19/2020	Mayor Bruner	City Administrator email 2/15/2022	No action taken by Council between 10/20/2020-11/18/2020.	Please provide date reviewed/approved by Council	
TO 6 Amendment 1	<a href="#">CIP</a>	\$ 10,000	3/4/2021	N/A	Not Signed	Not Signed	City Administrator email 2/15/2022	Council included the CIP in their goals and there was directive in the budget to complete a CIP. However, no funds were allocated for the project. There were many committee meetings and staff reports regarding this project prior to Council approval. Council approved the plan on 8/17/2021. The budget amendment on 8/3/2021 included a line for the amount of \$50,000 for the CIP.	Please provide date reviewed/approved by Council; please send copy of signed TO to council	
TO 7	<a href="#">Upper Cougar Creek</a>	\$ 30,000	10/29/2020	9/15/2020	11/19/2020	Mayor Bruner	City Administrator email 2/15/2022	Work completed		
TO 8	Annual CRS Certification	\$ 5,000	10/26/2020	N/A	10/28/2020	Mayor Cardona	Councilmember Rosengarten email 2/14/2022	Not reviewed by Council.	Please provide date reviewed/approved by Council	Requested amount was below the threshold allowed. No floodplain administrator on staff, FreelandTurk absorbed this until the new PW director could be hired. That was a task assigned to the PW director to obtain the certification within a year of employment. That did not happen
TO 10	<a href="#">Sunset Trail and Lone Oak Trail Improvements</a>	\$ 128,000	9/30/2021	10/5/2021	10/22/2021	Mayor Bruner	Linked on Website		Please send copy of signed TO to Council	
TO 11	<a href="#">Lovegrass Water Quality Pond Repair – FY 22 CIP</a>	\$ 10,000	9/30/2021	10/5/2021	10/22/2021	Mayor Bruner	Linked on Website		Please send copy of signed TO to Council	
TO 12	<a href="#">Valley Creek Trail – FY 22 CIP</a>	\$ 5,000	9/30/2021	10/5/2021	10/22/2021	Mayor Bruner	Linked on Website		Please send copy of signed TO to Council	

### FY 21 Engineering Task Orders

Task Order	Scope	Amount	Date Submitted	Date Reviewed/Approved by Council	Date Signed	Signee	Source	Notes	Staff Request	City Administrator Notes
<a href="#">TO 13</a>	<a href="#">290 Sewer</a>	\$ 45,000	11/10/2021	2/15/2021	2/23/2022	Mayor Bruner	Linked on Website			

City of Sunset Valley																	
Freeland Turk Engineering Group, LLC																	
Billing Summary																	
11/1/21																	
Task Order	Project / Assignment	November	December	January	February	March	April	May	June	July	August	September	October	Task Order Amount	Total Invoice Amount (Job to Date)		
Task Order No. 1	General Engineering Services	\$ 1,501.50	\$ 775.40	\$ 175.00	\$ 875.00	\$ 2,306.25		\$ 2,181.20	\$ 787.50	\$ 437.50	\$ 2,945.00	\$ 2,227.50	\$ 6,630.90	\$ 25,000.00	\$ 20,842.75		
Task Order No. 2	Plan Review	\$ 700.00	\$ 175.00	\$ 3,237.50	\$ 2,712.50	\$ 1,137.50	\$ 4,725.00	\$ 2,975.00	\$ 2,800.00	\$ 3,500.00	\$ 3,747.50	\$ 1,218.70	\$ 1,137.50	\$ 15,000 (\$10,000 Amendment No. 1 Pending)	\$ 28,066.20		
Task Order No. 3	Jones Road and Sunset Trail			\$ 175.00	\$ 5,212.40	\$ 2,425.00	\$ 1,075.00	\$ 22,828.50	\$ 350.00	\$ 3,056.20	\$ 8,047.20	\$ 2,710.00		\$ 35,000 (\$10,000 Amendment No. 3 Pending)	\$ 45,879.30		
Task Order No. 4	Stearns Lift Station	\$ 1,426.10	\$ 8,840.60	\$ 4,225.00	\$ 1,656.20	\$ 700.00		\$ 1,750.00	\$ 3,311.05	\$ 30,037.71	\$ 447.50	\$ 525.00	\$ 3,350.00	No.2 Pending	\$ 62,000 (\$8,000 Amendment		
Task Order No. 5	City Pond	\$ 376.10	\$ 262.50	\$ 740.60	\$ 1,481.20	\$ 175.00			\$ 175.00		\$ 262.50	\$ 1,831.20	\$ 8,420.30	\$ 15,000.00	\$ 56,269.16		
Task Order No. 6	Capital Improvement Plan					\$ 437.50	\$ 18,383.55	\$ 12,649.90	\$ 10,800.00	\$ 1,050.00	\$ 700.00	\$ 700.00	\$ 350.00	\$ 15,000 (\$10,000 Amendment Pending)	\$ 45,070.95		
Task Order No. 7	Upper Cougar Creek Open Space Project	\$ 525.00	\$ 3,701.49	\$ 13,271.48	\$ 437.50	\$ 431.25	\$ 741.10	\$ 3,274.79	\$ 6,120.49	\$ 1,451.20				\$ 30,000.00	\$ 29,954.30		
Task Order No. 8	CRS Certification	\$ 350.00	\$ 2,012.50	\$ 350.00										\$ 262.50	\$ 5,000.00	\$ 2,975.00	
Task Order No. 10	Sunset Trail and Lone Oak Trail														\$ 128,000.00	\$ -	
Task Order No. 11	Lovegrass WQP													\$ 10,000.00	\$ -		
Task Order No. 12	Valley Creek Trail Improvements													\$ 5,000.00	\$ -		
	<b>Total</b>	\$ 4,353.70	\$ 12,766.00	\$ 17,641.99	\$ 22,421.38	\$ 6,268.75	\$ 46,368.30	\$ 20,647.20	\$ 24,204.54	\$ 49,192.90	\$ 12,263.70	\$ 6,502.40	\$ 20,151.20			\$ 242,782.06	



September 12, 2020

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

**Re: Proposal for General Engineering Services – Task Order No. 1**

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present this Task Order to provide the City of Sunset Valley ("Client") with general consulting engineering services on an as-needed basis.

**Scope of Work**

1. Provide services for assignments identified by the Client that are short term, require quick responses and/or are not sufficient in size or importance to warrant a separate task order.
2. Consult and advise the Client on matters related to the City of Sunset Valley's operations.
3. Respond the requests for information, attend meetings, participate in conferences/telephone conversations, and give briefings.
4. Make field visits, conduct evaluate site conditions, document observations, make assessments, provide recommendations, prepare reports, coordinate activities and provide other miscellaneous services necessary to address issues identified by the Client.

**Client's Responsibilities**

Client shall promptly provide the Engineer with all pertinent information related to assignment(s). Such information may include background information, correspondence, documents, reports, construction documents, permits, applications, agreements, surveys, utility mapping, easements, photographs, project objectives, desires outcomes, contact information and other material documentation and knowledge useful to the Engineer.

**Schedule**

The services of the Engineer will be provided on an on-call/as-needed basis. The Engineer shall respond promptly to meet the time requirements of given assignments, as stipulated by the Client. Whenever possible and appropriate, the Client shall identify specific response times and deadlines.



### Compensation

The Engineer shall be compensated based on hourly Rates plus reimbursable expenses based on FTEG's 2020 Rate Schedule for an amount of \$25,000, not be exceeded without authorization from the City of Sunset Valley.

### Terms and Conditions

Execution of this task order by Client and Engineer shall make it subject to the terms and conditions of the GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING, dated September 11, 2020, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this task order signed by Client.

Should you have any questions or comments regarding this task order, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Thomas N. Turk' followed by a stylized surname.

Thomas N. Turk, P.E.  
Principal

### Authorization:

A handwritten signature in blue ink, appearing to read 'Rose Culver' followed by a date.

City of Sunset Valley

Date



October 1, 2020

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

**Re: Proposal for Stearns Lane Lift Station – Task Order No. 4**

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present this Task Order to provide the City of Sunset Valley with preliminary engineering services in connection with the Stearn's Lane lift station.

**Background**

The City operates one lift station located off Stearns Lane and it is approximately 30 years old. The quality of the receiving wastewater has changed over the years and the sewage flows will increase as future development occurs. The lift station also needs general upgrading improve operational efficiency and reduce maintenance costs. For these reasons, the City wishes to pursue the rehabilitation of the lift station and requires preliminary engineering to determine the scope of work, cost of the improvements and an implementation plan to advance the project.

**Scope of Work**

FTEG suggests the following scope of work for the lift station rehabilitation:

1. Conduct project kick-off meeting / design workshop.
2. Collect data pertinent to the project.
3. Conduct site visit(s) with Utilities Superintendent to discuss current operational conditions and issues.
4. Conduct a facility condition assessment of the lift station and identify operations, maintenance and regulatory compliance issues.
5. Conduct a flow analysis to determine current and projected flows at the lift station.
6. Prepare a preliminary rehabilitation program for the lift station addressing all facets of the facility including the site, receiving wet well/structure, mechanical/pumps, valves, piping, motors, controls, alarms, odor control, ventilation, power supply, etc.
7. Identify environmental, permitting and right-of-way requirements.
8. Prepare a schematic of the planned improvements.
9. Prepare an opinion of probable cost for the recommended rehabilitation project.
10. Prepare a project implementation plan.

11. Prepare a preliminary engineering report and submit to the City for review and comment.
12. Attend meetings with the Public Works Committee and the City Council, make presentations and solicit feedback.
13. Finalize and provide the Preliminary Engineering Report.
14. Conduct periodic progress meetings to report progress, identify and discuss project issues and facilitate decision making.
15. Prepare brief monthly project status reports.

### **Client's Responsibilities**

- Client shall promptly provide the Engineer with all pertinent information related to assignment(s). Such information may include background information, correspondence, documents, reports, construction documents, permits, applications, agreements, surveys, utility mapping, zoning/land use maps, easements, photographs, video, project objectives, desires outcomes, contact information and other material documentation and knowledge useful to the Engineer.
- Provide one point of contact for coordination and decision making.
- Respond to inquiries and make decisions within a reasonable period.

### **Schedule**

FTEG offers to complete the scope of work described herein upon receiving Notice to Proceed:

Kick-off Meeting / Design Workshop	1 Week
Data Collection and Field Visits	1 Week
Flow Analysis and Development of LS Rehab Program	4 Weeks
Submit Draft PER & City Review and Comment	2 Weeks
Public Works Committee and City Council Presentations	2 Weeks
Provide Final Preliminary Engineering Report	1 Week
<b>Total Schedule Duration</b>	<b>11 Weeks</b>

### **Compensation**

The Engineer shall be compensated based on hourly Rates plus reimbursable expenses for an amount of \$18,000, not be exceeded without authorization from the City of Sunset Valley.

### **Additional Services**

The scope of services in this task order are for preliminary engineering only. Any services not specifically listed are considered additional services, requiring an adjustment in compensation. Future design, permitting, bidding, construction and other services will be required to complete the LS rehabilitation project.

### Terms and Conditions

Execution of this task order by Client and Engineer shall make it subject to the terms and conditions of the GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING, dated September 11, 2020, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this task order signed by Client.

Should you have any questions or comments regarding this proposed task order, please do not hesitate to contact us.

Sincerely



Thomas N. Turk, P.E.  
Principal

Authorization:

  
\_\_\_\_\_  
10-06-20

City of Sunset Valley

Date



October 2, 2020

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

**Re: Water Retention, Quality and Re-irrigation Pond – Task Order No. 5**

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present this Task Order to provide the City of Sunset Valley with engineering services in connection with the Water Retention, Quality and Re-irrigation Pond.

**Background**

Sunset Valley procured consultants and hired a contractor to construct a multi-function pond at the municipal facility located on Jones Road. The pond leaks and does not function as expected. The City seeks assistance and guidance in developing and implementing strategies toward satisfactory completion of the pond and final resolution of all issues.

**Engineer's Scope of Work**

1. Review design, bid and construction documentation and collect other pertinent information.
2. Confer with the design and construction project team and gather additional background information.
3. Consult and advise the Sunset Valley on pond issues and potential remedies.
4. Assist in developing and implementing strategies needed to satisfactorily complete the pond and resolve remaining issues to close out the project.
5. Conduct periodic meetings to report progress, identify and discuss project issues and facilitate decision making.
6. Prepare brief monthly project status reports.

**Client's Responsibilities**

- Client shall promptly provide the Engineer with all pertinent information related to assignment(s). Such information may include background information, correspondence, documents, reports, construction documents, permits, applications, agreements, surveys, utility mapping, zoning/land use maps, easements, photographs, video, project objectives, desires outcomes, contact information and other material documentation and knowledge useful to the Engineer.
- Provide one point of contact for coordination and decision making.
- Respond to inquiries and make decisions within a reasonable period.

## Schedule

The services of the Engineer will be provided on an as-needed basis. The Engineer shall pro-actively engage in the task of identifying issues, find remedies and implement solutions to successfully complete the project in the shortest time possible. The Engineer shall be responsive to City requests and complete tasks in within a reasonable period.

## Compensation

The Engineer shall be compensated based on hourly Rates plus reimbursable expenses for an amount of \$15,000, not be exceeded without authorization from the City of Sunset Valley. This not to exceed amount is considered a budget. The actual cost of providing these services is highly dependent on the courses of actions taken, which are undetermined at this time.

## Terms and Conditions

Execution of this task order by Client and Engineer shall make it subject to the terms and conditions of the GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING, dated September 11, 2020, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this task order signed by Client.

Should you have any questions or comments regarding this proposed task order, please do not hesitate to contact us.

Sincerely,



Thomas N. Turk, P.E.  
Principal

Authorization:

  
\_\_\_\_\_  
0.06.20

City of Sunset Valley

Date



September 12, 2020

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

**Re: Proposal for General Engineering Services – Task Order No. 1**

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present this Task Order to provide the City of Sunset Valley ("Client") with general consulting engineering services on an as-needed basis.

**Scope of Work**

1. Provide services for assignments identified by the Client that are short term, require quick responses and/or are not sufficient in size or importance to warrant a separate task order.
2. Consult and advise the Client on matters related to the City of Sunset Valley's operations.
3. Respond to the requests for information, attend meetings, participate in conferences/telephone conversations, and give briefings.
4. Make field visits, conduct evaluate site conditions, document observations, make assessments, provide recommendations, prepare reports, coordinate activities and provide other miscellaneous services necessary to address issues identified by the Client.

**Client's Responsibilities**

Client shall promptly provide the Engineer with all pertinent information related to assignment(s). Such information may include background information, correspondence, documents, reports, construction documents, permits, applications, agreements, surveys, utility mapping, easements, photographs, project objectives, desires outcomes, contact information and other material documentation and knowledge useful to the Engineer.

**Schedule**

The services of the Engineer will be provided on an on-call/as-needed basis. The Engineer shall respond promptly to meet the time requirements of given assignments, as stipulated by the Client. Whenever possible and appropriate, the Client shall identify specific response times and deadlines.



## Compensation

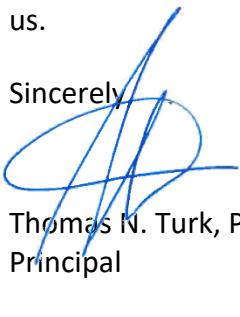
The Engineer shall be compensated based on hourly Rates plus reimbursable expenses based on FTEG's 2020 Rate Schedule for an amount of \$25,000, not be exceeded without authorization from the City of Sunset Valley.

## Terms and Conditions

Execution of this task order by Client and Engineer shall make it subject to the terms and conditions of the GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING, dated September 11, 2020, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this task order signed by Client.

Should you have any questions or comments regarding this task order, please do not hesitate to contact us.

Sincerely,



Thomas N. Turk, P.E.  
Principal

Authorization:

---

City of Sunset Valley

Date

## **GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING**

This agreement (Agreement) is between FREELAND TURK ENGINEERING GROUP, LLC (“Engineer”) and City of Sunset Valley (“Client”) for Services associated with the Project. These general terms and conditions shall govern all services rendered by Engineer to Client described in the initial letter proposal (“Basic Services”), any additional services requests (“Additional Services”), and all reimbursable expenses incurred, referred to collectively as the Services (“Services”). Client hereby engages Engineer to perform the Services and to commence the Services upon execution of this Agreement and /or separate authorization of the Client. Client and Engineer agree that this Agreement and attachments referred to herein constitute the entire agreement between them relating to the Project.

### **Project:**

To be defined in separate Task Order Requests from Client.

## **ARTICLE 1 – SERVICES**

1.1 The initial scope of services for each project are described in separate task order requests between Engineer and Client. Subsequent scopes of services are described in additional services requests.

## **ARTICLE 2 – DUTIES**

### **2.1 Engineer’s Responsibilities:**

2.1.1 General – The Engineer shall perform or furnish the Services described under this Agreement. Engineer shall generally use its own forces and staff; however, it may choose to use select independent contractors or subconsultants.

2.1.2 Compliance – Engineer shall perform the Services in accordance with generally accepted engineering standards commensurate with the local engineering profession and to comply with all applicable local, State and Federal laws and regulations pertaining to the Services.

2.1.3 Other Information – Engineer may rely upon commonly used or publicly available sources of data. Engineer does not warranty the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

### **2.2 Client’s Responsibilities:**

2.2.1 Access – The Client will provide the Engineer and its subconsultants safe and legal access to the property or to any other site or premises as required by the Client for performance of the Services.

2.2.2 Client Furnished Data – The Client shall furnish engineer with all reports, studies, site surveys, prior surveys, regulatory orders, any hazardous materials in or around the site, location of underground structures and storage tanks, previous work and permits, and similar information in its possession relating to the Project. Client acknowledges that Engineer may rely upon the accuracy, timeliness, and completeness of the information, without independent verification unless otherwise indicated or as expressly provided in the Services, provided by the Client or any of the Client’s contractors or consultants.

2.2.3 Permits – Except as expressly provided in the Services, Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving all notices to, all government and quasi-governmental authorities having jurisdiction over the Services, the Project or the Property. Upon request, Client shall provide Engineer evidence satisfactory to Engineer that all required permits or other approvals have been obtained and that all required notices have been given, including copies of such permits or notices.

### **ARTICLE 3 – COMPENSATION**

3.1 Agreement to Pay: Client agrees to pay Engineer for the Basic Services, Additional Services, and Reimbursable Expenses and other fees in accordance with this Agreement.

3.2 Terms of Payment: Unless otherwise described in the letter proposal or additional services requests, all fees and expenses will be invoiced monthly based on the amount of progress made by the Engineer each month. Invoices are due within thirty (30) days. Payments received more than 30 days after the invoice date will be subject to a late charge of 1.5% per month. The Engineer reserves the right to stop or suspend work should invoices not be paid in full within sixty (60) days of invoice date.

3.3 Retainer:

This section not used.

### **ARTICLE 4 – TERMINATION**

4.1 The Client or Engineer may terminate this Agreement without cause at any time prior to completion of the Services, including Additional Services, upon seven (7) days written notice to the other party. If the Agreement is terminated or suspended, then the Client agrees and shall compensate the Engineer for all Services performed together with all reimbursable expenses incurred prior to the termination or suspension date.

### **ARTICLE 5 – INDEMNITIES**

5.1 Subject to any limitations stated in this Agreement, Engineer will indemnify and hold harmless Client, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorney's fees, experts' fees and defense costs, arising out of damages or injuries to persons or tangible property to the extent they are caused by the willful misconduct, a professionally negligent act, error or omission of the Engineer or any of its agents, subcontractors, or employees in the performance of the Services under this Agreement and arising out of any other actions, errors or omissions that do not fall under the provisions or services of this Agreement. To the extent that any negligent act, error or omission by Engineer, its subcontractors, agents, staff, or consultants is determined to be the predominate or sole proximate cause of any injury or damage, Engineer agrees to indemnify and hold Client harmless.

Client agrees, to the fullest extent permitted by law, to indemnify, and hold harmless Engineer, its owners, directors, partners, managers, employees and subcontractors from any damages, liabilities or costs, including reasonable attorneys' fees, experts' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from inaccuracy of information provided to Engineer by the Client; unauthorized use of documents; discovery, unearthing or transportation of hazardous materials; or any other negligent act, error or omission by Client, its subcontractors, agents, staff, or consultants. To the extent that any negligent act,

error or omission by Client under the above listed instances, its subcontractors, agents, staff, or consultants is determined to be the predominant or sole proximate cause of any injury or damage, Client agrees to indemnify and hold Engineer harmless.

## **ARTICLE 6 – LIMITS OF LIABILITY**

6.1 Neither party to this Agreement is responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. In the event of a claim or dispute, both parties agree not to seek consequential damages including, but not limited to, loss of profit, loss of investment, or business interruption. In the event of a claim or dispute, the Client also agrees to seek recourse ONLY against Engineer and NOT against its owners, officers, managers, employees, directors, or shareholders.

No director, owner, manager, employee or agent of Engineer shall have personal liability to the Client. The Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, the Engineer's negligence, errors, omission, strict liability or breach of contract, shall not exceed the total compensation received by the Engineer under this Agreement. In no event and under no circumstance shall either party be liable to the each other for consequential, incidental, indirect, special, or punitive damages.

## **ARTICLE 7 – JURISDICTION**

7.1 This Agreement is entered into and performable in Travis County, Texas. This Agreement shall be governed by the laws of the State of Texas. The parties agree that venue for any dispute or claim arising from or involving this Agreement will lie in Travis County, Texas.

## **ARTICLE 8 – OWNERSHIP OF DOCUMENTS**

8.1 All partial or complete designs, drawings, plans, specifications, documents, calculations, or other work products of the Engineer, whether hardcopy or electronic format, prepared under these Services by Engineer or its subconsultants, shall be considered instruments of its service and shall be considered property of the Engineer, whether the Services are completed or not. The Client is entitled to copies of the instruments of service according to the terms of this Agreement, provided the Engineer has been fully compensated for its services. No one other than Client may rely on such instruments of service without written consent of Engineer. Reuse, change or alteration by the Client, or by others acting through or on behalf of the Client, of any such instruments of service without written permission from Engineer will be at the Client's sole risk, without liability to the Engineer.

## **ARTICLE 9 – MISCELLANEOUS**

9.1 Amendment: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.

9.2 Assignment: The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

9.3 No Third-Party Beneficiary: Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit or inure to the benefit of any third party, including the Client's contractors, if any.

**9.4 Severability:** The various terms, provisions, and covenants herein shall be deemed separate and severable and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**9.5. Interested Party.** Engineer acknowledges that Texas Government Code Section 2252.908 (“Section 2252.908”) requires disclosure of certain matters by a business entity entering a contract with a government entity such as the Client. Engineer confirms that it has reviewed Section 2252.908 and will 1) complete Form 1295 and electronically file it with the Texas Ethics Commission (“TEC”); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the Client at the same time Engineer executes and submits this Agreement to Client. Form 1295 is available at the TEC’s website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). This Agreement is not effective until the requirements listed above are satisfied and any award of this Agreement by Client is expressly made contingent upon Engineer’s compliance with such requirements. The signed Form 1295 may be submitted to Client in an electronic format.

**9.6 Conflicts of Interest.** Engineer acknowledges that Texas Local Government Code Chapter 176 (“Chapter 176”) requires the disclosure of certain matters by vendors doing business with or proposing to do business with local government entities such as Client. Engineer confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> seven (7) days of the date of submitting this Agreement to Client or within seven (7) days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

**9.7 Verification under Chapter 2271, Texas Government Code.** For purposes of Chapter 2271 of the Texas Government Code, Engineer represents and warrants that, at the time of execution and delivery of this Agreement, neither Engineer, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycotts Israel” and “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Engineer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Engineer and exists to make a profit.

**9.8 Verification under Chapter 2252, Texas Government Code.** Engineer represents and warrants that, neither Engineer, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/publications/divestment.php>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Engineer and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded

from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Engineer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Engineer and exists to make a profit.

**9.9 Independent Contractor.** Engineer is an independent contractor not affiliated with Client and shall retain its independent status throughout this Agreement and use its own discretion in performing the tasks assigned. Engineer shall perform in all respects as an independent contractor and not as an employee, partner, joint venture or agent of the Client. No employment relationship is created by this Agreement. The work to be performed by the Engineer shall be subject to the Client’s review, approval and acceptance but the detailed manner and method of performance shall be under the control of Engineer. The accuracy, completeness, and scheduling of the work and the application of proper means and methods for performance of the work are entirely the responsibility of the Engineer. Engineer shall be solely responsible for hiring, supervising and paying its employees. Engineer shall be solely responsible for payment of all (i) compensation, including any employment benefits, to its employees, (ii) taxes, including withholding for federal income tax purposes, employment and unemployment taxes, and (iii) such other expenses as may be owed to Engineer’s employees. However, because Engineer’s work may be associated in the minds of the public with Client, Engineer shall ensure that all work by its employees is performed in an orderly, responsible and courteous manner. Engineer will report as income to the appropriate government agencies all compensation received pursuant to this Agreement and will pay all applicable taxes.

## **ARTICLE 10 – ADDRESSES OF NOTICES AND COMMUNICATIONS**

10.1 Client: All notices and communications to the Client under this Agreement shall be mailed or delivered to the Client at the following address:

City of Sunset Valley  
3205 Jones Road  
Sunset Valley, Texas 78745  
Attention: Sylvia Carrillo, CPM, ICMA-CM

10.2 Engineer: All notices and communications to the Engineer under this Agreement shall be mailed or delivered to the Engineer at the following address:

Freeland Turk Engineering Group, LLC  
2115 Stephens Place, Suite 410-A  
New Braunfels, Texas 78130  
Attention: Thomas N. Turk, P.E.

Copies of notices and communications may be sent by email to [tturk@freelandturk.com](mailto:tturk@freelandturk.com)

## **ARTICLE 11 – AUTHORIZATION**

11.1 The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

AGREED TO:

AGREED TO:

**City of Sunset Valley**

By: \_\_\_\_\_



Printed Name: \_\_\_\_\_  
Rose Cardona

Title: \_\_\_\_\_ Mayor

Email: \_\_\_\_\_ rose@rosecardona.com

Date: \_\_\_\_\_ September 11, 2020

**Freeland Turk Engineering Group, LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Thomas N. Turk, P.E.

Title: \_\_\_\_\_ Principal

Email: \_\_\_\_\_ tturk@freelandturk.com

Date: \_\_\_\_\_

**2020 Rate Schedule**  
**Freeland Turk Engineering Group, LLC**

**Hourly Rates**

Principal	\$ 175 /hour
Senior Project Manager	\$ 165 /hour
Project Manager	\$ 150 /hour
Sr. Design Engineer (P.E.)	\$ 145 /hour
Design Engineer (P.E.)	\$ 125 /hour
Engineering in Training (E.I.T)	\$ 110 /hour
Sr. Design Technician	\$ 110 /hour
Design Technician	\$ 90 /hour
CADD Technician	\$ 80 /hour
GIS Specialist	\$ 100 /hour
Administrative/Support Staff	\$ 75 /hour

**Reimbursable Expenses**

Mileage – Current IRS Standard Mileage Rate times Miles Traveled

Inside Office Printing - \$0.05 per page

Outside/Contract Printing & Plotting – Direct Cost plus 15%

Sub-consultants – Direct Cost plus 15%

Shipping – Direct Cost plus 15%

Overnight travel expenses (air fare, hotel, meals, rental cars, etc.) – Direct Cost plus 15%

Other miscellaneous expenses – Direct Cost plus 15%

COUNCIL MEETING DATE: JULY 21, 2020



## CITY COUNCIL AGENDA ITEM #8

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**STAFF PREPARER/CONTACT INFORMATION:** Sylvia Carrillo, City Administrator  
[scarrillo@sunsetvalley.org](mailto:scarrillo@sunsetvalley.org)

**COUNCIL SPONSOR:** Mayor Cardona [rcardona@sunsetvalley.org](mailto:rcardona@sunsetvalley.org) / Administration  
[scarrillo@sunsetvalley.org](mailto:scarrillo@sunsetvalley.org)

**SUBJECT:** Public Works – Infrastructure

**DESCRIPTION:** Report on Sunset Trail and Jones Road Intersection drainage issue with deliberation and possible action. (Mayor Cardona/Administration)

**BACKGROUND:** Continued drainage issues at the intersection of Jones Road and Sunset Trail have plagued the property owner and other residents in this area.

Prior project planning included only a waterline replacement to bring the existing 4" water line to 8" fire suppression standards. Replacement of the water line would also involve street repair. After repeated requests by the property owner for assistance in resolution, I met onsite with the property owner and was joined by staff and our city engineer.

Staff requested the engineer review the project holistically and address drainage as well.

The attached proposal covers proposed design costs and potential construction costs by impacted fund. As stated, previous project planning included water line upgrades and road mill and overlay. Upon further inspection, Sunset Trail requires complete reconstruction in some areas. Staff has asked the engineer for Alternative/Additions cost scenarios to allow the Council to make a more informed decision.

This project ranked high on the Public Works project list.

### SUPPORTING MATERIALS PROVIDED:

- Design Proposal
- Estimated Construction costs.
- Affected property map

June 10, 2020

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

*Delivered via email scarrillo@sunsetvalley.org*

**Re: Proposal for Professional Engineering Services  
Master Contract - Work Order 014  
Jones Road / Sunset Trail Drainage Improvements Project**

Dear Ms. Carrillo:

Miller Gray ("MG") is pleased to present this proposal to the City of Sunset Valley ("Client") to provide professional engineering services related to the proposed Jones Road / Sunset Trail Drainage Improvements Project near the intersection of Jones Road and Sunset Trail in Sunset Valley, Travis County, Texas. Based on recent discussions, it is our understanding that runoff from Jones Road overtops the recently retrofit driveway along Jones Road for the property at 2 Sunset Trail. It is also our understanding that local flooding / ponding has occurred at 2 Sunset Trail, 4 Sunset Trail, 2905 Jones Road and 2907 Jones Road.

The scope of work generally includes the following elements:

- Retrofitting the Jones Road Trail to include additional drainage infrastructure along Jones Road;
- Retrofitting the 4 Sunset Trail driveway to include additional drainage infrastructure;
- Adding storm drain piping and an area inlet in the vicinity of 2 Sunset Trail, 4 Sunset Trail, 2905 Jones Road, and 2907 Jones Road to provide for positive drainage to outfall to the Sunset Valley Tributary;
- Relocating the existing water line along the west side of Sunset Trail as necessary to allow sufficient space for the proposed storm drain piping; and
- Street repairs along Sunset Trail.

The scope of work is based on our discussions and our most recent experience with similar projects. The tasks to complete this work are described below.

## **SCOPE OF WORK**

### **Task 001      Hydrologic and Hydraulic Analysis and Preliminary Engineering Report**

MG will perform a hydrologic and hydraulic analysis to determine the peak flow rates for the 4% and 1% annual chance (25- and 100-year, respectively) storm events along Jones Road, Sunset Trail, and the three properties near the southwest corner of the intersection of these two streets.

- MG will size one or more curb inlets to install along the south curb line of Jones Road upslope of the driveway at 2 Sunset Trail to intercept as much of the runoff as practical. These curb inlets will connect to the existing storm drain system underneath the Jones Road Trail.

- MG will also size a storm drain system to alleviate local flooding and ponding and to provide positive drainage for 2 Sunset Trail, 4 Sunset Trail, 2905 Jones Road, and 2907 Jones Road. We anticipate this storm drain system may include one or more area inlets between these properties and the storm drain pipe will drain along Sunset Trail and outfall into Sunset Valley Tributary.
- MG will prepare a preliminary engineering report (PER) to document technical merits of the hydrologic and hydraulic analysis and present the schematic of the proposed storm drain improvements. The PER will also include an engineer's estimate of probable cost of the proposed improvements. The PER may also identify potential on-site improvements to individual private properties; however, we have assumed that the private property owners will be responsible for any necessary on-site improvements to drain to the proposed public storm drain system (i.e., on-site grading, roof drain repairs, fencing/landscaping adjustments, etc.).

Deliverable: Preliminary Engineering Report

## **Task 002      Construction Drawings and Engineering Report**

Based on the hydrologic and hydraulic analysis described in Task 001, MG will prepare construction drawings and a final design engineering report for the recommended improvements in accordance with City of Sunset Valley criteria. We anticipate the proposed storm drain improvements along Sunset Trail will require the relocation of the existing 4-inch waterline along Sunset Trail; we have assumed that this waterline will be relocated between Jones Road and Sunset Valley Tributary and upsized to an 8-inch waterline. The engineering report will document the technical merits of the final design. The construction drawings will generally consist of the following.

- Cover and General Notes Sheets
- Existing Conditions (Tree & Topo Survey) and Demolition Plan
- Erosion & Sedimentation Control and Tree Protection Plans
- Site / Dimension Control Plan
- Drainage Area Maps
- Grading and Drainage Plan
- Storm Drain Plan & Profile
- Water Line Improvement Plan
- Roadway Curbing and Paving Plan\*\*
- Various Detail Sheets

\*\* We have assumed the Base Project Roadway Curbing and Paving Plan will include a mill and overlay improvement approach that will extend along Sunset Trail from Jones Road to the Sunset Valley Tributary. Construction Add-Alternate No. 1 will include a full-depth reconstruction of Sunset Trail from Jones Road to the Sunset Valley Tributary.

The City may elect to proceed with additional design services for the southern portion of Sunset Trail as described in Task 004 below such that the construction documents will be prepared to include additional construction add-alternates.

Deliverable: Construction Plans and Engineering Report to include Base Project and Construction Add-Alternate No. 1

### **Task 003      Project Manual**

MG will prepare a Project Manual including all bid documents and the Stormwater Pollution Prevention Plan (SWPPP). The Project Manual will include detailed construction specifications using the City of Austin Standard Specifications as well as all remaining documents needed for the bid process using the City of Sunset Valley Standard Construction Contract Bid Documents. MG will prepare special provisions to the specifications and/or standalone special specifications as necessary. The contract documents, technical specifications, geotechnical data report (provided by the City via Terracon), and the SWPPP will be bound as part of the Project Manual.

Deliverable: Project Manual

### **Task 004      Add'l Design for Add Alternate Nos. 2 and 3; Sunset Trail (southern portion)**

As described in Task 002 above, the Base Project and Construction Add-Alternate No. 1 include roadway improvements that will extend along Sunset Trail from Jones Road to the Sunset Valley Tributary. However, the City may elect to extend the roadway and waterline improvements along Sunset Trail south of the Tributary. The construction documents will be prepared to include the following Construction Add-Alternates:

- Add-Alternate 2:
  - a. Mill and overlay Sunset Trail from Jones Road to Reese Drive; and
  - b. Upgrade an additional 300 feet of waterline from 4-inch to 8-inch between Sunset Valley Tributary and the existing fire hydrant along Sunset Trail.
- Add-Alternate 3:
  - a. Full-depth reconstruction of Sunset Trail from Jones Road to Reese Drive.
  - b. Upgrade an additional 300 feet of waterline from 4-inch to 8-inch between Sunset Valley Tributary and the existing fire hydrant along Sunset Trail.

Deliverable: Construction Plans and associated Project Manual to include Construction Add-Alternate Nos. 2 and 3

### **Task 005      Sunset Valley Coordination and Review**

MG will coordinate with the City for review and approval of the construction drawings and Project Manual. We have assumed that a formal site development permit is not required. MG will coordinate with City staff periodically throughout the project design process. Towards the end of the design process, MG will attend up to two meetings with the Public Works Committee to present the project and solicit feedback. Following meeting with the Public Works Committee, MG will attend up to three meetings with City Council present the project and solicit feedback.

### **Task 006      TCEQ Edwards Aquifer Protection Plan (EAPP) Exception Request**

The proposed development is located over the Edwards Aquifer Recharge Zone. The installation of the stormdrain pipe is considered a Regulated Activity by the Texas Administrative Code, Title 30, Chapter 213; however, there is no proposed impervious cover and no permanent water quality controls. Therefore, the project may be eligible for an EAPP Exception. MG will prepare and submit an exceptions application to the TCEQ. The exception application package will consist of the items identified in the EAPP exception checklist.

MG will address and provide written responses to administrative and technical review comments from TCEQ staff and incorporate changes resulting from comments and resubmit the exception request as necessary. The estimated budget anticipates one update submittal.

### **Task 007      Bid Phase Services**

MG will assist the City in the advertisement and bidding of the project. It is anticipated that the City will advertise and distribute the plans and specifications to prospective bidders. MG will provide the City with reproducible sets of the plans and contract documents. In addition, MG will provide the following specific services for this task:

- 1) Attend a Pre-Bid Meeting: MG shall attend a mandatory pre-bid meeting planned and hosted by the City.
- 2) Issue Addenda: MG shall respond to questions from prospective bidders as well as prepare and issue addenda as appropriate to clarify the plans and specifications. MG will coordinate the issuance of addenda with the City. It is anticipated that only one addendum will be required for the Project.
- 3) Review Bids Received: MG shall review the bids received for the project and make a formal recommendation to the City concerning the award of the project based on the amounts bid, a check of the contractor's references, an assessment of the contractor's capabilities, and the ability to meet the contract schedule.

### **SUBCONSULTANT SERVICES**

The nature of this project may require professional or consulting services from outside subconsultants. MG has included the following subconsultants under our contract to simplify the design and permitting process. Anticipated subconsultants and their respective fees are as follows:

**Surveying Services (Delta Survey Group)**

SUR.1 – Design-level survey along Jones Road and the northern portion of  
Sunset Trail

SUR.2 – Design-level survey for the southern portion of Sunset Trail (for design  
of Construction Add-Alternate Nos. 2 and 3)

**Geotechnical Engineering Services (Terracon)**

GT.1 – Geotechnical Report

**Land Title Services (Heritage Title Company)**

LTS.1 – Title Report to identify easements, etc., for 2 Sunset Trail, 4 Sunset  
Trail, 2905 Jones Road, and 2907 Jones Road

Additional subconsultants identified through the execution of the tasks described above will be provided under a separate Additional Service Request.

### **SPECIAL CONDITIONS**

In preparing this proposal, MG has made the following assumptions:

1. Improvements along Jones Road are intended to address stormwater runoff from Jones Road.

2. Storm drain improvements between 2 Sunset Trail, 4 Sunset Trail, 2905 Jones Road, and 2907 Jones Road are intended to alleviate local flooding and ponding and provide positive drainage; however, it does not include site-specific improvements on individual lots (i.e., on-site grading, roof drain repairs, fencing/landscaping adjustments, etc.). We have assumed that the individual private property owners will perform any necessary on-site improvements to drain to the proposed public storm drain system.
3. The geotechnical engineering subconsultant proposal includes providing a paving recommendation for 1) mill and overlay and 2) full-depth reconstruction. These options may be incorporated into the construction documents as construction add-alternates as described in Task 004.
4. There are no proposed hydraulic structure improvements to the Sunset Trail stream crossing at the Sunset Valley Tributary.
5. The full-depth reconstruction design will maintain the existing vertical and horizontal alignment of the roadway to the best extent practical.
6. There are no wastewater improvements planned along Sunset Trail.
7. There are no sidewalk improvements planned along Sunset Trail.
8. There are no dry utility improvements planned along Sunset Trail.
9. Client will negotiate any right-of-entry with the private property owners as required for the analysis and design of the proposed improvements.
10. Client will provide as-built drawings for the Jones Road Trail Project and the 4 Sunset Trail Driveway Project for MG's use.
11. No variances or waivers are required other than described above.
12. The project will not require a license agreement.
13. The project will not encounter significant opposition from the City, County, State or Federal review agencies; neighborhood groups; environmental groups; etc.
14. Governmental and quasi-governmental agency review fees and fees associated with permitting, review and approval of this development will be paid directly by the Client.

The following items are not included in this proposal:

1. Preparation of unified development agreements, restrictive covenants, easement dedication documents or other legal services.
2. Federal permitting: Section 404 Permitting for Waters of the US or FEMA permitting services (CLOMR, LOMR, etc.)
3. Environmental site assessments, including Phase 1; Geological studies; or endangered species studies.
4. Other professional services: Land Surveying, Architectural, Landscape Architectural, MEP, or Licensed Irrigator.
5. Structural designs, including retaining walls.
6. Construction phase services.
7. Governmental review fees.

The preceding items may be provided under a separate Additional Service Request, if found to be necessary or are requested by the Client.

## **FEE SUMMARY**

The services will be provided for the estimated fees shown in the attached Budget Estimate Worksheet in accordance with the Sunset Valley Billing Rates and General Agreement for Engineering Services and Consulting ("Agreement").

Fees for the above services will be invoiced monthly for the services performed that month. All tasks shown in the Budget Estimate Worksheet will be billed on a time-and-materials basis. MG will not exceed the estimated budget without prior approval from the Client.

Any additional or out-of-scope services will be provided on an hourly basis or be described and authorized in an Additional Services Request. The Client will be notified prior to the initiation of any such services.

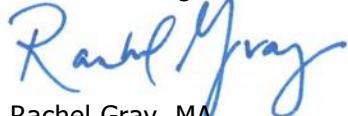
If the terms of this proposal meet with your approval, please sign in the space provided below and return copies for our records. The terms and conditions of our existing General Agreement for Engineering Services and Consulting dated November 27, 2017, will apply.

Miller Gray thanks you for this opportunity to provide this proposal and we look forward to working with you on this project. If you have any questions, please call us at (512) 861-5300 or email Travis Wilson at travis.wilson@miller-gray.com.

Sincerely,

**MillerGRAY**

TBPE Firm Reg. No. F-16302



Rachel Gray, MA  
President/CEO

Attachments:

- Budget Estimate Worksheet
- Survey Subconsultant Proposal from Delta Survey Group
- Geotechnical Subconsultant Proposal from Terracon
- Title Company Subconsultant Email Proposal from Heritage Title Company
- MG Sunset Valley Billing Rate Schedule

Cc: J. Travis Wilson, P.E., CFM, *Principal* – Miller Gray LLC

Initial the services the City would like to include in this work order:

- Base Project including Construction Add-Alternate No. 1;
- Additional Design Services for Construction Add-Alternate Nos. 2 and 3

Accepted By:

---

Client

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Signature

---

Date

---

Printed Name / Title

M:|01100 City of Sunset Valley|014 Jones Road Sunset Trail Drainage Improvements|00\_Contract|01\_Proposal|200610 SCarrillo  
proposal.docx

## BUDGET ESTIMATE WORKSHEET

### I LABOR COST DETAIL (Base Project and Construction Add-Alternate No. 1)

Task	Description	Man-Hour Estimate by Labor Classification						Subtotals	
		Principal / Sr. Eng.	Proj. Man. / Engineer	Eng. Staff (EIT)	Sr. CAD Designer	CAD Designer	CAD Technician	Admin	Time (hrs) Cost (\$)
001	H&H Analysis and PER	1	8	80	6	40		2	137 \$ 14,350
002	Const. Dwg Rev. & Eng. Report	2	40	150	24	80		2	298 \$ 32,300
003	Project Manual	2	20	40				6	68 \$ 7,910
005	Sunset Valley Coordination & Review	6	20	40		8			74 \$ 8,940
006	TCEQ EAPP Exception Request	1	10	20		2			33 \$ 3,920
007	Bid Phase Services	1	6	12			2		21 \$ 2,460
	subtotals:	13	104	342	30	130	0	12	631 \$ 69,880
	average billing rate:	\$ 180.00	\$ 145.00	\$ 105.00	\$ 110.00	\$ 95.00	\$ 85.00	\$ 75.00	
	subtotal by labor classification:	\$ 2,340	\$ 15,080	\$ 35,910	\$ 3,300	\$ 12,350	\$ -	\$ 900	

### II COST SUMMARY (Base Project and Construction Add-Alternate No. 1)

<b>Labor:</b>									
Miller Gray									\$ 69,880
<b>Expenses (mileage, reproduction, etc.):</b>									
Miller Gray									\$ 1,000
<b>Subconsultants:</b>									
Delta Survey Group (design level survey for base project)									\$ 11,600
Terracon (geotech borings along Sunset Trail and report)									\$ 9,500
Heritage Title Company (Title Reports for 4 parcels)									\$ 750
									Subconsultant Markup (10%) \$ 2,185
									<b>TOTAL (Base Project and Construction Add-Alternate No. 1): \$94,915</b>

### I LABOR COST DETAIL (Additional Design Services for Construction Add-Alternate Nos. 2 and 3)

Task	Description	Man-Hour Estimate by Labor Classification						Subtotals	
		Principal / Sr. Eng.	Proj. Man. / Engineer	Eng. Staff (EIT)	Sr. CAD Designer	CAD Designer	CAD Technician	Admin	Time (hrs) Cost (\$)
004	Add'l Design for Add Alternate Nos. 2 and 3	2	20	50		60		4	136 \$ 14,510
	subtotals:	2	20	50	0	60	0	4	136 \$ 14,510
	average billing rate:	\$ 180.00	\$ 145.00	\$ 105.00	\$ 110.00	\$ 95.00	\$ 85.00	\$ 75.00	
	subtotal by labor classification:	\$ 360	\$ 2,900	\$ 5,250	\$ -	\$ 5,700	\$ -	\$ 300	

### II COST SUMMARY (Additional Design Services for Construction Add-Alternate Nos. 2 and 3)

<b>Labor:</b>									
Miller Gray									\$ 14,510
<b>Expenses (mileage, reproduction, etc.):</b>									\$ -
Miller Gray									
<b>Subconsultants:</b>									
Delta Survey Group (design level survey for Construction Add-Alternate Nos. 2 and 3)									\$ 7,500
									Subconsultant Markup (10%) \$ 750
									<b>TOTAL (Additional Design Services for Construction Add-Alternate Nos. 2 and 3): \$22,760</b>



8213 Brodie Lane - Suite 102 - Austin Tx. 78745

Phone (512) 282-5200

WWW.DELTASURVEYGROUP.COM

TBPLS Firm No. 10004700

6/10/2020

Travis Wilson, PE, CFM

Miller Gray

7320 N. MoPac Ste 203

Austin TX 78731

Dear Travis,

Listed below are the survey services for the Sunset Trail / Jones Rd. project and as shown on the attached exhibit. Thank you for the opportunity to provide this proposal. We are looking forward to working with you on this project.

## SCOPE OF SERVICES:

### Requested Scope:

*Design-level (boundary, tree, topo) along the Jones Road between S. Sunset Trail and N. Sunset Trail. Capture the entire Jones ROW plus 10 feet outside of the ROW.*

*Design-level survey of the entirety of four single-family lots: 2 Sunset Trail, 4 Sunset Trail, 2907 Jones Rd. and 2905 Jones Road.*

*Design-level survey along Sunset Trail between Jones Road and Sunset Valley Tributary. We need to capture the entire ROW plus 10 feet outside of the ROW. I also need to capture the entire bridge / culvert system where Sunset Trail crosses Sunset Valley Tributary.*

*Additional option – extend Sunset Trail design surveys to the intersection with Reese Rd.*

**Right-of-Entry (ROE) to private property to be provided by client and is not a part of this scope of services.**

### Survey for design (Boundary, Tree and Topographic Survey)

Review and analyze all current subject deeds, adjoining deeds or plats and right-of-way information

Locate all needed property corners, fences, and/or other items that will allow us to address apparent conflicts and discrepancies that might exist with the current adjoining deeds and plats

Locate visible improvements within the project areas and along the perimeter that encroach onto or off of the subject property

Review all easements as listed in the Client supplied title commitment and address all easements and show them on the final plat to the extent there is a sufficient description. This proposal includes no research by Delta Survey Group, Inc. of any record easement information. ***We would request that DSGI be provided the commitment and schedule B documents as soon as possible.***

The survey will graphically show the 100-year flood zone as shown on the F.E.M.A. flood maps, or note that it does not lie within a said zone per the F.E.M.A. map.

Delta Survey Group Inc. field survey personnel (as differentiated from a qualified arborist) will tag and locate all trees 4 inch (diameter breast high) and greater.

A tree list with tag numbers, tree diameter and species (common name) will be provided in an ASCII file and will be plotted.

Using the formula of 1 foot of crown radius for each inch of trunk diameter, the calculated canopy for all located trees will be shown.

Delta Survey Group Inc. will obtain elevations at sufficient intervals and major grade breaks to prepare a one-foot contour interval map..

The topographic map will show the location of all visible utilities in the immediate vicinity of the project with flowlines of manholes.

DSGI will set two TBM's within or close to the site

Utilizing AutoCAD and Carlson digital terrain modeling programs, a one foot interval contour map and digital terrain model will be prepared for the project area.

All planimetric features of the topographic map will be depicted on one elevation (as a plane surface)

Deliverables:

Working drawing with boundary, contours, improvements, utilities and trees.

AutoCAD 2013 drawing file in digital format.

**THIS SCOPE OF SERVICES AND FEE AGREEMENT IS VALID FOR 90 DAYS  
FROM THE DATE OF THE PROPOSAL**

## **FEE AGREEMENT (2 PAGES): Jones Rd. Pedestrian Trail**

## LUMP SUM FEES

Delta Survey Group Inc. will provide the services outlined herein for the following lump sum fees:

**Site Design Survey** \$ 11,600.00

**Additional Sunset Trail extension \$ 7500.00**

**NOTE: THE ABOVE FEES ARE VALID ONLY FOR AN ALL-INCLUSIVE SURVEY PROJECT –  
ALL BOUNDARY WORK AND ALL TOPO WORK APPROVED AND CONDUCTED IN A  
SIMULTANEOUS OR SEQUENTIAL MANNER.**

Sincerely,

Approved:

Ref -

John E. Brautigam, RPLS  
President

**Signature** \_\_\_\_\_

Name \_\_\_\_\_

## Title

**Title** \_\_\_\_\_

# **PLEASE COMPLETE THE FOLLOWING SHEET**

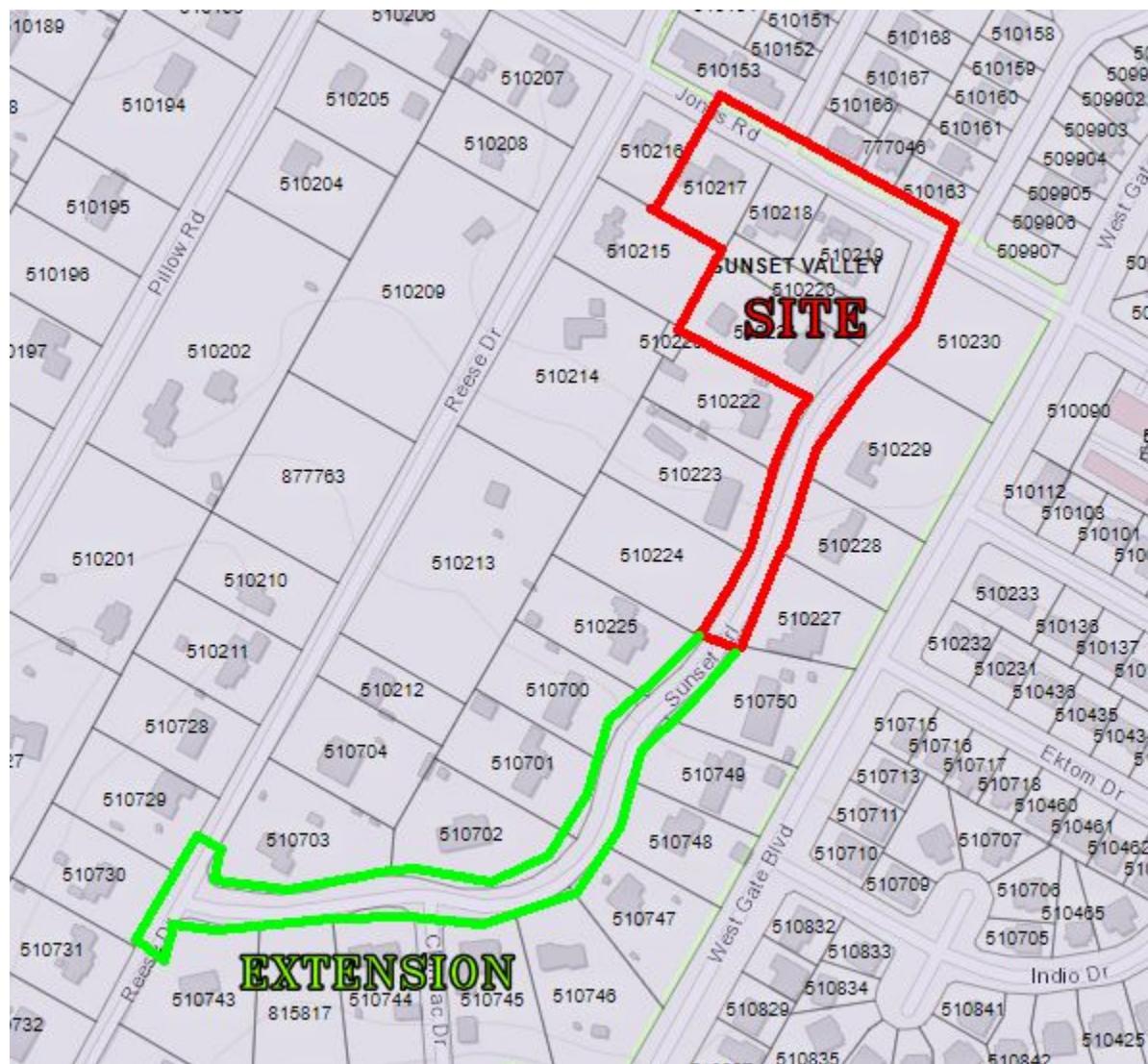
**Job: Jones Rd Pedestrian Trail****Client reference/job number:** \_\_\_\_\_**Billing Information****Business Name:** \_\_\_\_\_**Address:** \_\_\_\_\_**Address** \_\_\_\_\_**Phone:** \_\_\_\_\_**Contact Person** \_\_\_\_\_**Email:** \_\_\_\_\_**Do you prefer mailed invoices or emailed invoices?****Mail**  **Emailed** 

Professional Services - All surveying services are regulated under the Texas Board of Professional Land Surveying. They can be contacted at 12100 Park 35 Circle, Bldg. A, Ste 156, Austin, Texas, 78753.

Invoices - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, or upon completion of the project, and the net amount shall be due and payable within thirty (30) days of the date of billing at Delta Survey Group Inc.'s office in Austin, Travis County, Texas.

Client's obligation to pay - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received within thirty (30) days of the original date of invoice shall be construed as past-due.

## EXHIBIT



February 14, 2020



Miller Gray LLC  
7320 N. MoPac Expy, Suite 203  
Austin, Texas 78731

Attn: Mr. Travis Wilson  
P: (512) 861-5300  
E: travis.wilson@miller-gray.com

Re: Proposal for Geotechnical Engineering Services  
Sunset Trail Improvements  
Sunset Trail  
Sunset Valley, Texas  
Terracon Proposal No. P96205052

Dear Mr. Wilson:

We appreciate the opportunity to submit this proposal to Miller Gray, LLC to provide Geotechnical Engineering services for the above referenced publicly-funded project. The following are exhibits to the attached Agreement for Services.

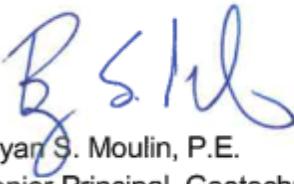
Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our estimated base fee to perform the scope of services described in this proposal is \$7,500 (plus traffic control if necessary), with an anticipated report delivery date of up to 6 weeks after signed authorization. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,  
**Terracon Consultants, Inc.**

  
Larson M. Snyder, P.E.  
Senior Staff Geotechnical Engineer

  
Bryan S. Moulin, P.E.  
Senior Principal, Geotechnical Department Manager

Terracon Consultants, Inc. 5307 Industrial Oaks Boulevard, Suite 160 Austin, TX 78735  
Registration No. F-3272 P (512) 442 1122 F (512) 442 1181 terracon.com

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Miller Gray LLC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Sunset Trail Improvements project ("Project"), as described in Consultant's Proposal dated 02/14/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

**10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**

**11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

**12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

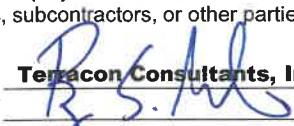
**13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

**14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

**15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

**16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

**17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant:  **Terracon Consultants, Inc.**  
 By: \_\_\_\_\_ Date: **2/14/2020**  
 Name/Title: **Bryan S Moulin, P.E. / Senior Principal,  
Geotechnical Manager**  
 Address: **5307 Industrial Oaks Blvd Ste 160**  
**Austin, TX 78735-8821**  
 Phone: **(512) 442-1122** Fax: **(512) 442-1181**  
 Email: **Bryan.Moulin@terracon.com**

Client: **Miller Gray LLC**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: **Travis Wilson**  
 Address: **7320 N Mopac Expy Ste 203 PO Box 303130**  
**Austin, TX 78731**  
 Phone: **(512) 861-5300** Fax: \_\_\_\_\_  
 Email: **travis.wilson@miller-gray.com**

## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Miller Gray, LLC and the expected subsurface conditions as described below. We have visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are **highlighted as shown below**. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located along the existing Sunset Trail roadway in Sunset Valley, Texas.
Existing Improvements	Existing asphaltic pavement.
Current Ground Cover	Asphalt.
Existing Topography	Unknown at this time. (Please provide a topographic survey, if available)
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and geologic maps indicates subsurface conditions consist of clay and sand deposits overlying Georgetown Formation limestone.

### Planned Construction

Item	Description
Information Provided	The project information and site plan were provided via e-mail on February 11, 2020 from Mr. Travis Miller of Miller-Gray.
Proposed Structure	The project includes the addition of a storm drain along Sunset Trail and potentially re-paving/re-construction of Sunset Trail.
Grading/Slopes	Up to 10 feet of cut will be required to develop final grade of the storm water drain.
Below-Grade Structures	Utility Vaults up to 10 feet below existing grades.
Pavements	We assume flexible (asphalt) pavement sections should only be considered.

## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

Miller Gray, LLC prescribed the following boring locations and depths for the storm drain improvements, while additional borings are proposed for the re-construction of the Sunset Valley roadway:

Planned Location	Number of Borings	Planned Boring Depth (feet) <sup>1</sup>
Storm Drain Improvement Area	2	15
Roadway Alignment	3	15
<b>TOTAL</b>	<b>5</b>	Maximum Footage of 75 feet

1. Below ground surface.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map or Google Earth.

**Subsurface Exploration Procedures:** We will advance soil borings with a truck-mounted rig using continuous flight augers. Four to five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter (unless bedrock is encountered). Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard test method for standard penetration test (SPT) and split-barrel sampling of soils (ASTM D1586/D1586M-18). Bedrock is sampled with either split-barrel-sampling spoons or continuously cored using NX wireline rock coring equipment. When sufficient bedrock is sampled, the borings are shallowed at the geotechnical engineer's discretion. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Property Disturbance:** We will backfill borings with auger cuttings and/or bentonite upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

## Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service Texas 811 (aka One-Call). We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

**Traffic Control:** If necessary, Terracon will subcontract with a firm to provide traffic control as needed for this project. We anticipate that traffic control may be required for all boring locations.

## **Laboratory Testing**

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes; petrographic analysis (if performed) may reveal other rock types. Rock core samples typically provide an improved specimen for this classification. Boring log rock classification is determined using the Description of Rock Properties.

## **Engineering and Project Delivery**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil and rock classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters
- Discussion of open trench excavation methods and OSHA guidelines
- Backfill material and compaction recommendations for open trench excavations
- Lateral earth pressure recommendations for below-grade construction
- Drainage/Groundwater control considerations for below-grade construction

## **Additional Services**

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above **do not** include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Unit Rate Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$7,500
Traffic Control (if necessary)	\$2,000

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service <sup>1</sup>	\$750	
Plans and Specifications Review	\$750	
Construction Materials Testing Services	TBD	
Reliance Agreement for Third Parties	\$250 per Entity	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm to utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated drilling outside normal business hours (07:00 AM through 06:00 PM on weekdays), site clearing, wet ground conditions, the use of ATV or track-mounted drilling equipment, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

## **Project Schedule**

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<b>GeoReport® Delivery</b>	<b>Total Duration from Notice to Proceed</b> <small>1, 2</small>
Project Planning	3 days
Site Characterization	3 to 4 weeks
Geotechnical Engineering	5½ to 6 weeks

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

## EXHIBIT D – SITE LOCATION

Sunset Trail Improvements ■ Sunset Valley, Texas  
February 14, 2020 ■ Terracon Proposal No. P96205052

Terracon

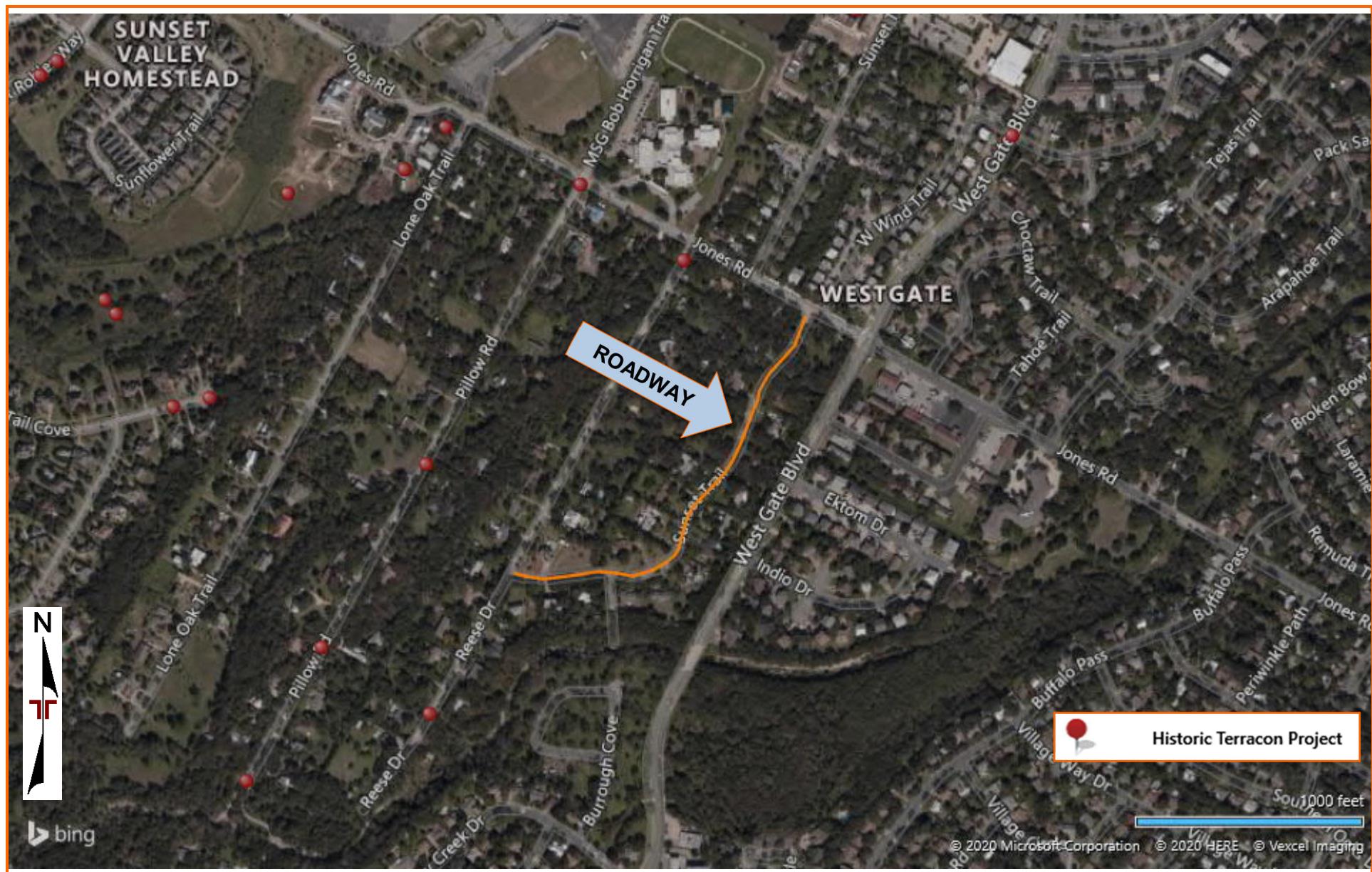


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

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**EXHIBIT E – ANTICIPATED EXPLORATION PLAN**

Sunset Trail Improvements ■ Sunset Valley, Texas  
February 14, 2020 ■ Terracon Proposal No. P96205052

**Terracon**

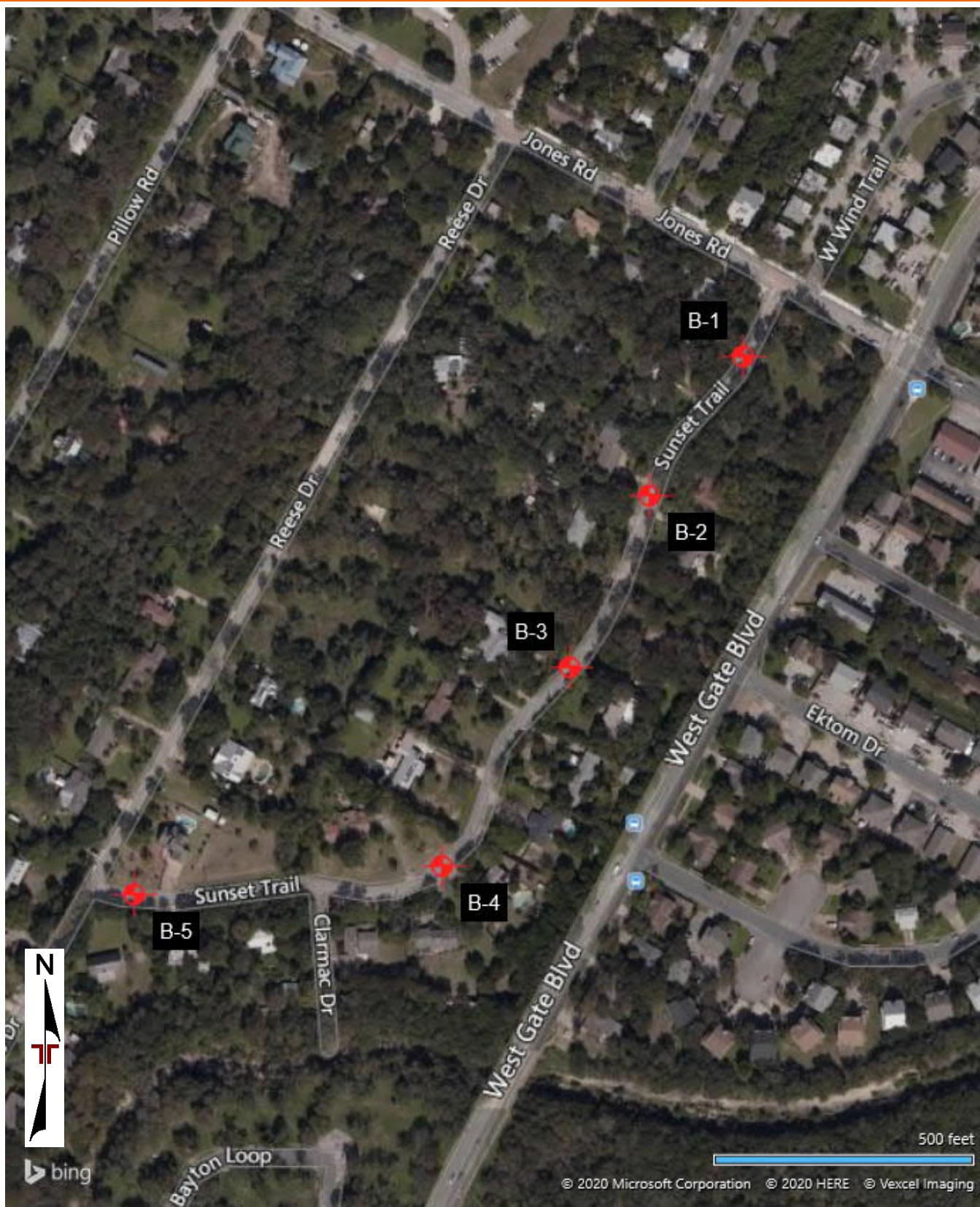


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

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Travis Wilson

**From:** Rosie Albritton <RALbritton@heritage-title.com>  
**Sent:** Tuesday, January 7, 2020 6:50 AM  
**To:** Travis Wilson  
**Subject:** RE: [Jones Rd Drainage] title report for three lots in Sunset Valley

Good morning Travis, normal cost is \$300 plus but since you have multiple properties, we would charge full price for the 1<sup>st</sup> one and \$150 plus tax per certificate for the remaining 2. Normal turnaround is about 7-10 business days. Please let me know if you have any other questions.

Rosie Albritton  
Customer Service/Examiner  
512 505-5000 ph.  
512 380-8805 fax  
[ralbritton@heritage-title.com](mailto:ralbritton@heritage-title.com)



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**From:** Travis Wilson <travis.wilson@miller-gray.com>  
**Sent:** Monday, January 6, 2020 3:29 PM  
**To:** Rosie Albritton <RALbritton@heritage-title.com>  
**Subject:** [Jones Rd Drainage] title report for three lots in Sunset Valley

Rosie:

I am a civil engineer working on a drainage improvement project near the intersection of Jones Road and Sunset Trail in Sunset Valley. As part of this project, I need to have a title report run on three residential properties to identify all easements and/or restrictive covenants on the following three parcels:

1. 2 Sunset Trail,
2. 4 Sunset Trail, and
3. 2905 Jones Road

Could you let me know the cost for you to run a title report on each of these three lots. Thanks!

**J. Travis Wilson, PE, CFM**  
*Principal*

**MillerGRAY** TBPE Firm Reg. No. F-16302  
P.O. Box 303130 • Austin, Texas 78703  
7320 N MoPac Expy, Suite 203 • Austin, Texas 78731

[www.miller-gray.com](http://www.miller-gray.com)

Office: (512) 861-5300

Cell: (512) 796-8171

[travis.wilson@miller-gray.com](mailto:travis.wilson@miller-gray.com)

## SUNSET VALLEY BILLING RATES

### Standard Hourly Rates

Principal/Sr. Engineer	\$150 - \$180
Project Manager/Engineer	\$105 - \$145
Engineering Staff (EIT)	\$90 - \$110
Sr. CAD Designer	\$95 - \$120
CAD Designer	\$85 - \$100
CAD Technician	\$75 - \$95
Administrative	\$50 - \$75

### Reimbursables/Reproductions

Miscellaneous expenses including printing, courier, etc. will be invoiced at cost to MG plus a 10% administrative and handling charge. Mileage will be invoiced at the federal standard mileage rate for the current period.

### Subconsultants

All subconsultant services will be invoiced at cost to MG plus a 10% administrative and handling charge.

**SUNSET VALLEY - JONES RD/ SUNSET TRAIL DRAINAGE IMPROVEMENTS**

Opinion of Probable Construction Cost

MG Project No. 01100-014



Date: 6/11/2020

Design Completeness: n/a; scoping level

By: GVQ/TW

Item No.	Description	Qty	Unit	Unit Price	Total
<b>Base Bid</b>					
1	Storm Drain - RCP	690	LF	\$ 140.00	\$ 96,600.00
2	Storm Drain - 10' Inlet	2	EA	\$ 3,000.00	\$ 6,000.00
4	Storm Drain - 4'x4' Area inlet	1	EA	\$ 3,500.00	\$ 3,500.00
5	Roadway - Mill and Overlay	1,400	SY	\$ 22.00	\$ 30,800.00
6	Water - 8" PVC w/ connections, etc.	665	LF	\$ 125.00	\$ 83,125.00
7	Erosion & Sedimentation Controls	1	LS	N/A	\$ 5,000.00
Base Bid Total					\$225,025

Preliminary Design Level Contingency (35%)	\$78,759
Drainage and E&S Control Subtotal with Contingency	\$149,985
Roadway Subtotal with Contingency	\$41,580
Water Subtotal with Contingency	\$112,219
<b>Construction Total for Base Bid</b>	<b>\$303,784</b>

**Construction Add-Alternate 1 (Full Depth Reconstruction north of SSV Tributary)**

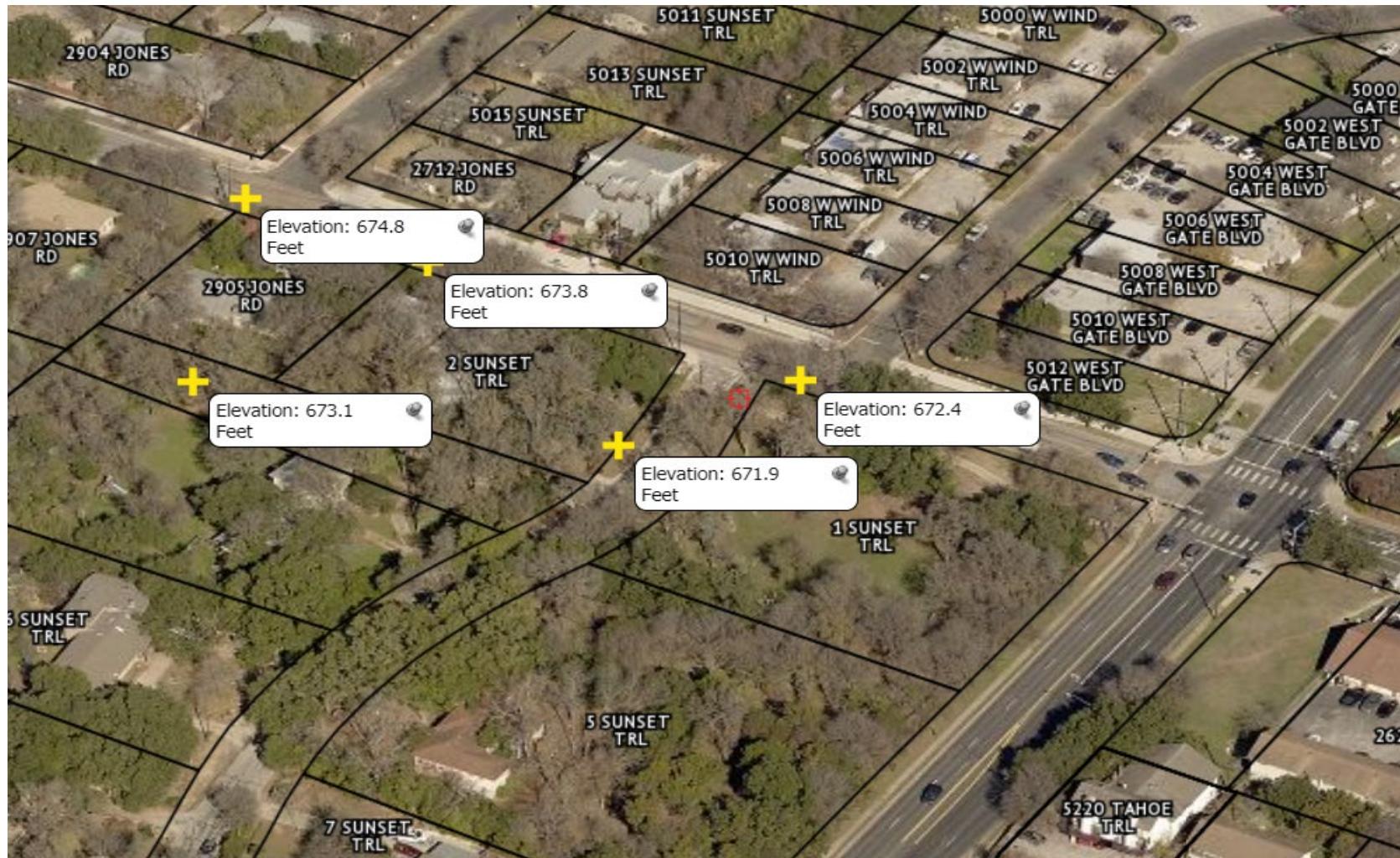
1	Roadway - Flex Base ( <i>assumed 18" depth</i> )	918	CY	\$ 80.00	\$ 73,400.00
2	Roadway - Asphalt ( <i>assumed 2" HMAC</i> )	1,400	SY	\$ 15.00	\$ 21,000.00
3	Roadway - Ribbon Curb Replacement	1,265	LF	\$ 11.00	\$ 13,915.00
4	Deduct - Roadway Mill and Overall ( <i>Base Bid</i> )	1,400	SY	\$ 22.00	\$ (30,800.00)
5	Erosion & Sedimentation Controls	1	LS	N/A	\$ 2,000.00
Add-Alternate 1 Subtotal					\$79,515
Preliminary Design Level Contingency (35%)					\$27,830
Drainage and E&S Control Subtotal with Contingency					\$2,700
Roadway Subtotal with Contingency					\$104,645
Water Subtotal with Contingency					N/A
<b>Construction Total for Add-Alternate 1</b>					<b>\$107,345</b>

**Construction Add-Alternate 2 (Mill and Overlay south of SSV Tributary)**

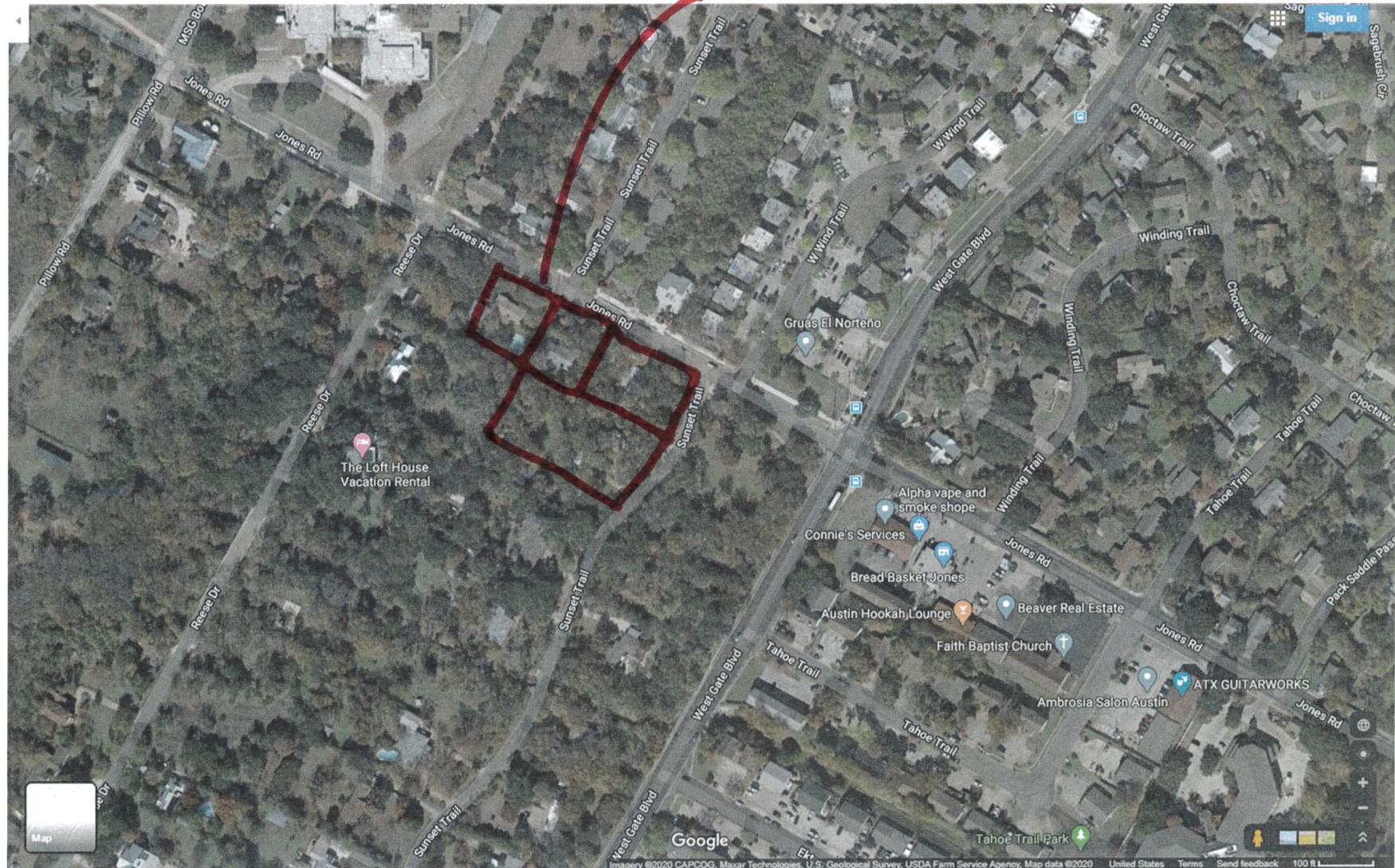
1	Roadway - Mill and Overlay	2,990	SY	\$ 22.00	\$ 65,780.00
2	Water - 8" PVC w/ connections, etc.	300	LF	\$ 125.00	\$ 37,500.00
3	Erosion & Sedimentation Controls	1	LS	N/A	\$ 2,000.00
Add-Alternate 2 Subtotal					\$105,280
Preliminary Design Level Contingency (35%)					\$36,848
Drainage and E&S Control Subtotal with Contingency					\$2,700
Roadway Subtotal with Contingency					\$88,803
Water Subtotal with Contingency					\$50,625
<b>Construction Total for Add-Alternate 2</b>					<b>\$142,128</b>

**Construction Add-Alternate 3 (Full Depth Reconstruction of all of Sunset Trail)**

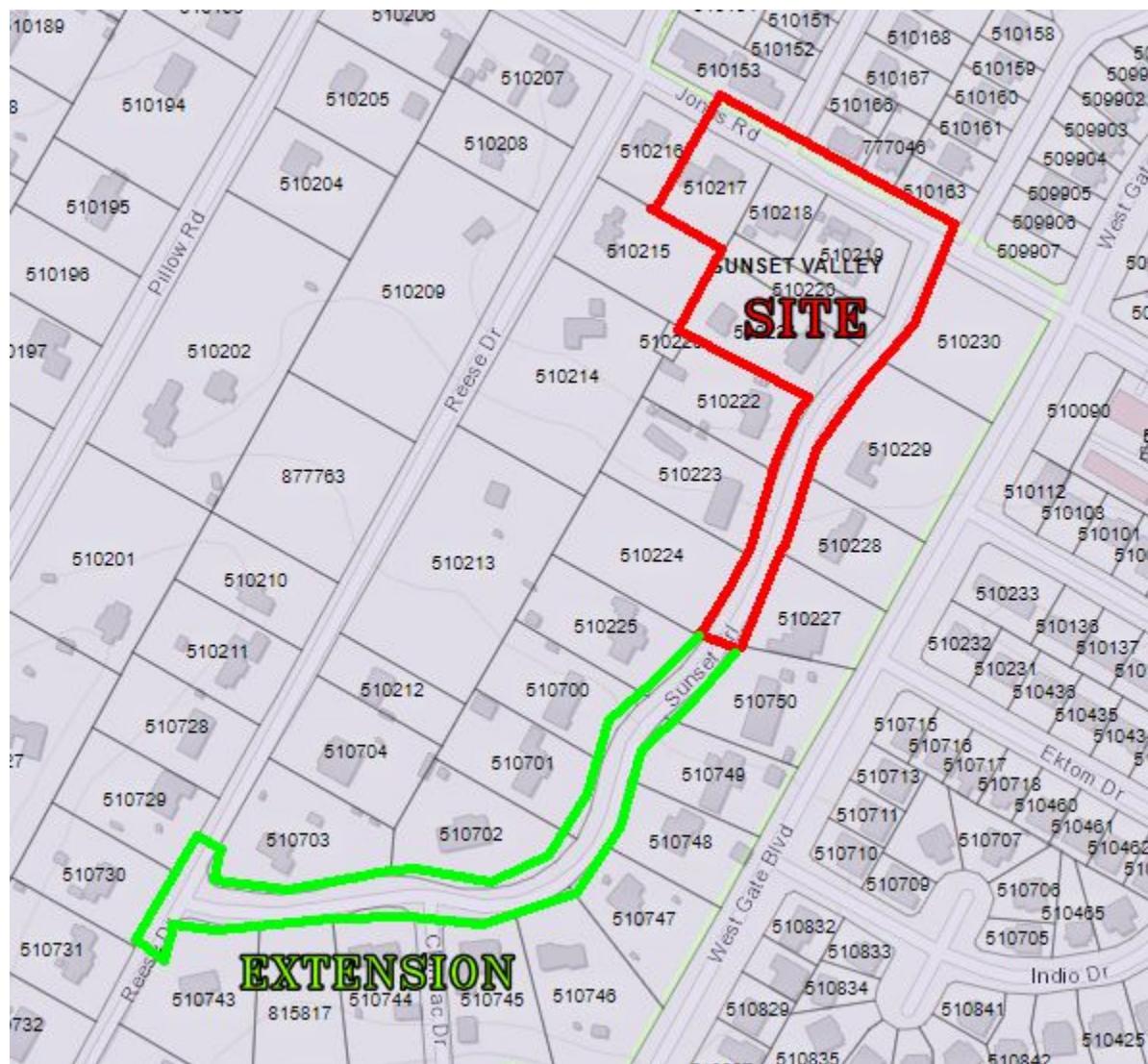
1	Roadway - Flex Base ( <i>assumed 18" depth</i> )	2,868	CY	\$ 80.00	\$ 229,400.00
2	Roadway - Asphalt ( <i>assumed 2" HMAC</i> )	4,400	SY	\$ 15.00	\$ 66,000.00
3	Water - 8" PVC w/ connections, etc.	300	LF	\$ 125.00	\$ 37,500.00
4	Roadway - Ribbon Curb Replacement	3,970	LF	\$ 11.00	\$ 43,670.00
5	Deduct - Roadway Mill and Overall ( <i>Base Bid</i> )	1,400	SY	\$ 22.00	\$ (30,800.00)
6	Erosion & Sedimentation Controls	1	LS	N/A	\$ 7,000.00
Add-Alternate 3 Subtotal					\$352,770
Preliminary Design Level Contingency (35%)					\$123,470
Drainage and E&S Control Subtotal with Contingency					\$9,450
Roadway Subtotal with Contingency					\$416,165
Water Subtotal with Contingency					\$50,625
<b>Construction Total for Add-Alternate 3</b>					<b>\$476,240</b>

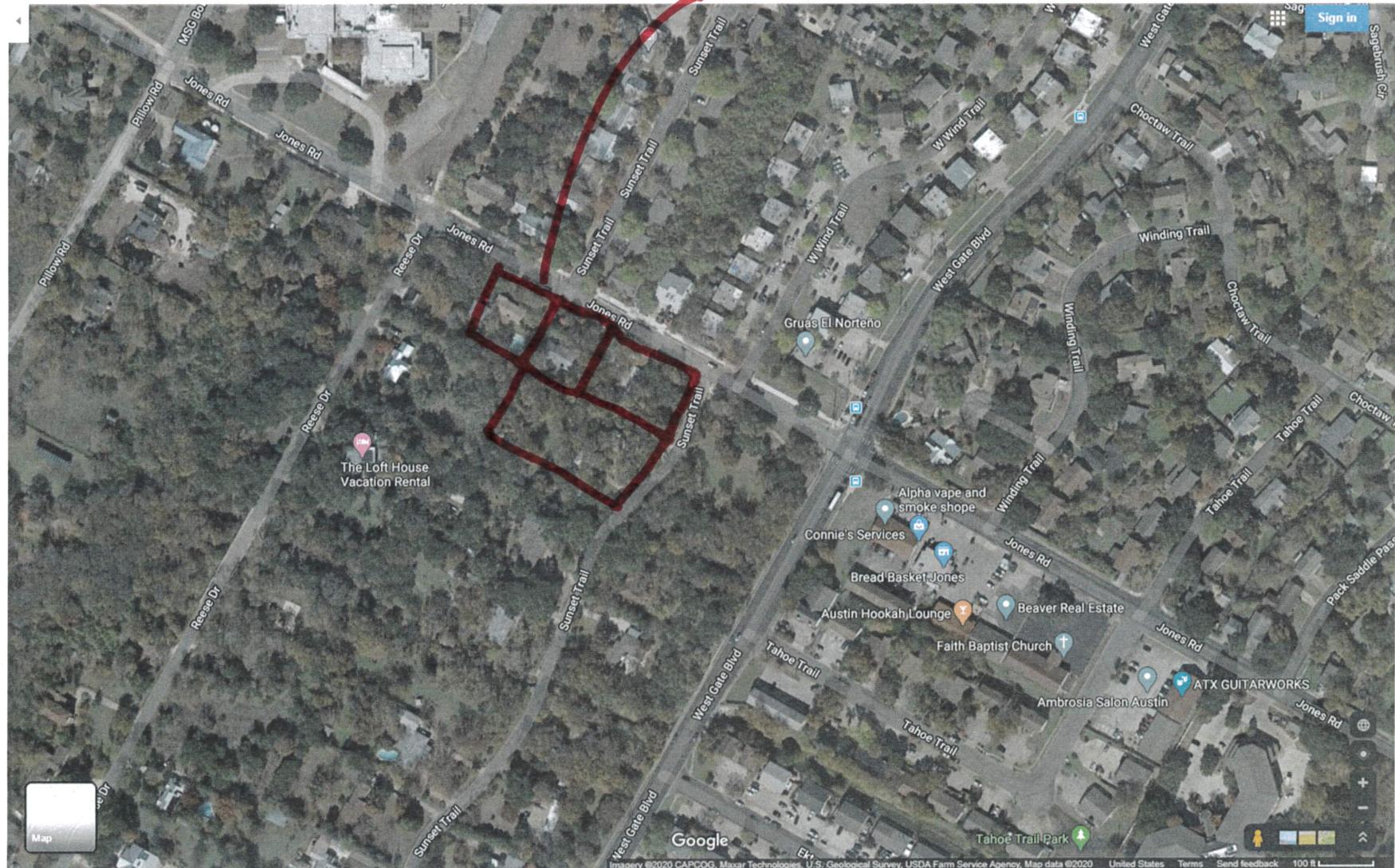


➤ 12/24/2019



## EXHIBIT





# Preliminary Engineering Report

## **Jones Road and Sunset Trail Street, Drainage and Water Line Improvements**

### Submitted To:

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

### Date:

March 19, 2021

### Prepared By:

Thomas N. Turk, P.E.



A handwritten signature in blue ink, appearing to read "J. Turk".



160 Creekside Park, Suite 200, Spring Branch, Texas 78070 [www.freelandturk.com](http://www.freelandturk.com) | (830) 322-6208

## Jones Road Drainage Improvements

### Background

The City of Sunset Valley has received complaints about stormwater issues from residents of two properties (outlined in green in the graphic below) located on south side of Jones Road, between Sunset Trail and Reese Road.



During significant rainfall events, both residents have observed stormwater runoff from Jones Road flowing over their existing driveways (3 total) and into their property. These conditions reportedly existed prior to completion of the latest improvements to Jones Road (circa 2016) but were not mitigated as expected.

The residents also report ponding water and generally poor drainage conditions along the south property lines of the subject lots and in the west roadside ditch of Sunset Trail.

### Assessment of Conditions

*Data Collection* – We met with the residents on-site, noted their observations and visually observed the condition of their property. FTEG collected information such as city mapping and as-built / engineering plans from various projects surrounding the site. Additionally, we coordinated additional field surveying and utility mapping to augment previous surveying efforts.

*Site Observations* – Jones Road possesses a 1% +/- grade and drains west to east. The pavement surface has very little crown (less than 0.6%). Jones Road is about 1-2 feet higher than the subject properties. A drainage system exists under the sidewalk on the south side of Jones Road that is designed to drain properties south of Jones Road and a very small amount of runoff from Jones Road via an existing 10' grate inlet. Most of the problematic stormwater originates from a small area (1-2 acres) north of Jones Road.

The subject property area is lower than Jones Road and generally drains from west to east with grades just over 1%. However, homesite improvements (slabs, driveways, landscaping, etc.) hinder the flow of runoff and ponding is prevalent. There is approximately 2' of elevation difference along the south property lines of the subject lots. Existing fences, trees, landscaping other features hinder the travel of stormwater, causing water ponding. These conditions are exasperated by stormwater entering the subject properties from Jones Road.

A swale exists at the east end along the south property line that conveys stormwater into the west roadside ditch of Sunset Trail. Stormwater reportedly ponds in this swale and in the roadside ditch and drains off slowly.

*Hydrology* - A drainage area map was prepared by Klotz Associates in 2015 depicting stormwater flows in and around the project area.

- Stormwater from Drainage Area B flows along the south curb line of Jones Road and along the problematic driveways.
- Some portions of Drainage Area C and D may be contributing stormwater to the problematic driveways on Jones Road due to the flat pavement crown conditions.
- Stormwater from Drainage Area E flows into inlets and a storm drain system draining to the east and does not flow onto the surface of Jones Road.

Drainage Area Map



## **Assessment**

Based on observations, surveys and other information collected to date:

- Because of flat crown conditions, we believe more stormwater from Drainage Areas C and D are flowing into the south curb line of Jones Road than estimated by Klotz Associates.
- The three driveways constructed in circa 2016 do not appear to have enough crest elevation to contain the stormwater flows within the south curb line of Jones Road during significant events.
- Because of homesite improvements within the subject properties, we believe notable amounts of stormwater from Drainage Area E (west of Sunset Trail) flows east and southeast across the subject lots and does not flow into the existing drainage system (under the sidewalk) as designed.

## **Jones Road Drainage Approach**

Containing stormwater in Jones Road and preventing flows from entering the subject properties is the key to providing drainage relief in the area to the south. Refer to Exhibit A.

West Driveway – We recommend reconstruction of this driveway with a crest elevation high enough (at or above the existing top of curb) to keep stormwater in the curb line, preventing flows from running over the driveway. This driveway is the entry into an easement that provides access to a well owned by the City. Construction beyond the ROW, but within the easement, will be required. Temporary construction easements may be required to accommodate construction.

Middle and East Driveways – Existing curb inlets are situated just upstream of the middle and east driveways. Their openings face south, away from Jones Road. We recommend modifying these two inlet structures to create inlet additional openings in the south curb lines of Jones Road. These proposed two-sided inlets will intercept stormwater flows from the curb line and direct discharge into the existing storm drainage system below the sidewalk.

The work would include removal of sidewalk, removal of the top of the inlet box and structural reconstruction of the inlet top, creating a two-sided inlet box. 5' to 10' of temporary construction easement will be required to accommodate this work.

## **Drainage Approach along Subject Properties South Lot Lines**

Constructing swales along the south and east property lines of the subject lots should significantly improve drainage conditions and reduce ponding. Refer to Exhibit A.

We propose a concrete v-swale be constructed within the 10' utility along the south property lines to convey stormwater to Sunset Trail. This v-swale would maintain the grade needed to convey flows to the east and reduce ponding in the area. Construction of this v-swale will be intrusive and will require grading and some removal of fences, trees, and landscaping. A 10' wide temporary construction easement and close coordination with the property owners will be required for this work.

A concrete v-swale should also be constructed in the bottom of the existing west roadside of Sunset Trail, within the existing ROW. This v-swale would maintain the grade needed to convey stormwater to the existing storm drain system in Jones Road and provide the relief needed to reduce ponding in the ditch.



South Property Line of Subject Lots



West Roadside Ditch of Sunset

### **Utility Conflicts**

The existing utilities in the proposed construction area on Jones Road and Sunset Trail were substantially mapped. Reconstruction of the west driveway and modification of the two existing inlets should not result in conflicts with existing utilities. Similarly, the two v-swales are shallow (4-6") and should not result in conflicts with existing utilities during construction. This should be verified during design.

### **Traffic Control**

A 10-12' wide work zone in front of the driveways is necessary on Jones Road for construction. Two-way traffic can be maintained on Jones Road during construction. Construction of the two v-swales should not impact traffic.

### **Right-of-Way**

Temporary construction easements, as described herein, will be required from the subject property owners to accommodate the work. Close coordination with the residents during construction will be essential.

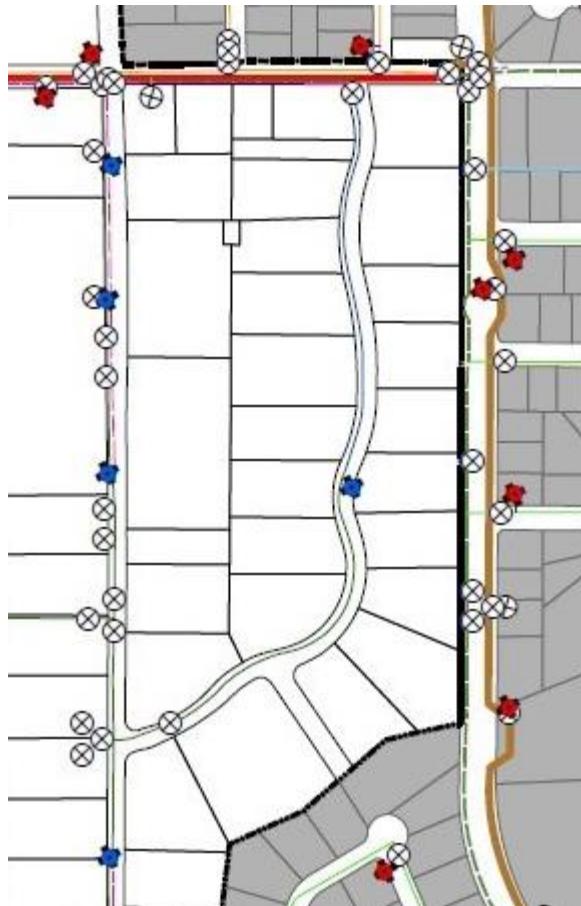
## Sunset Trail Water Line Improvements

### Background

The City of Sunset Valley desires to explore replacement of the existing water main within Sunset Trail with a larger main. A larger water main would improve domestic and fire flows to homes on Sunset Trail and enhance Sunset Valley's water distribution system in the area.

### Existing Conditions

An existing 4" water lines exist on Sunset Trail from Jones Road to a fire hydrant located approximately 900' to the south. From this location, a 6" water line exists to Reese Drive. The water line is generally located within the roadside ditch on the west side of the street. On the west end of Sunset Trail, the water line ties into an existing 8" valve just east of Reese Street. On the north end of Sunset Trail, the water line ties into an existing 8" valve just south of Jones Road. One fire hydrant exists about halfway between Jones Road and Reese Street where the existing mains change size. Please refer to the graphic below.



### **Area Water Distribution System Flows**

At the time of this report, a water distribution model or data is not available. A water distribution model would enable us to consider various planning scenarios on Sunset Trail and in the area. However, the City has provided us with results from the ongoing citywide fire hydrant testing program. In the absence of a model, this information provides us a good gauge of hydraulic conditions in the water distributions in the network. The testing data indicates fire flows (@20 psi) exceed the minimum flow rate of 1,250 gpm (as required in the City of Austin – Fire Criteria Manual). Please refer to the graphic below.



### **Proposed Sunset Trail Water Main**

The City of Austin – Utility Criteria Manual requires water mains to be at least 8" in diameter, which typically provides adequate peak water demand and fire flows in residential neighborhoods. Therefore, we recommend replacing the existing 4" and 6" water mains on Sunset Trail with a new 8" water main. Once constructed, the existing water mains in Sunset Trail can be abandoned in place. Refer to Exhibit B.

#### ***Alignment***

FTEG made field visits and arranged surveying to locate critical above ground features and underground utilities that would influence the location of the new 8" water main, particularly the existing 8" sanitary sewer line. It was constructed with a curved alignment and its location meanders relative to the existing curb lines. We also reviewed previous construction plans from 1988 and 1999 provided to us by the City.

Based on the information collected, we recommend the new water main be constructed generally 3' inside the existing west curb lines of the street and at a 48" bury (minimum). In one location, the proposed alignment must transition from one side of the street to another to meet TCEQ and City of Austin separation requirements between new water mains and existing sewer mains.

Other alignments outside the pavement were considered. However, they were eliminated from consideration because of potential conflicts with other existing utilities. Furthermore, construction within the roadside ditches of Sunset Trail would be very intrusive, adversely impacting driveways, landscaping, rock walls, trees and other improvements.

Sunset Trail crosses the Sunset Tributary of Williamson Creek where a multiple box culvert exists. At this location, we are recommending the proposed water main be placed outside the ROW in a proposed 15' water line easement to avoid damage to the existing drainage structure and headwalls.

#### ***Water Line Appurtenances***

Valves - Existing 8' inch valves exist near Jones Road and Reese. In accordance with City of Austin – Utility Criteria Manual valve spacing requirements, FTEG recommends placing a valve mid-way on Sunset Trail. The recommended valve placement should facilitate adequate isolation of mains to facilitate repairs.

Fire Hydrants - We recommend fire hydrants be placed every at the intersection of Reese Drive and Sunset Trail and every 500' +/- on Sunset Trail.

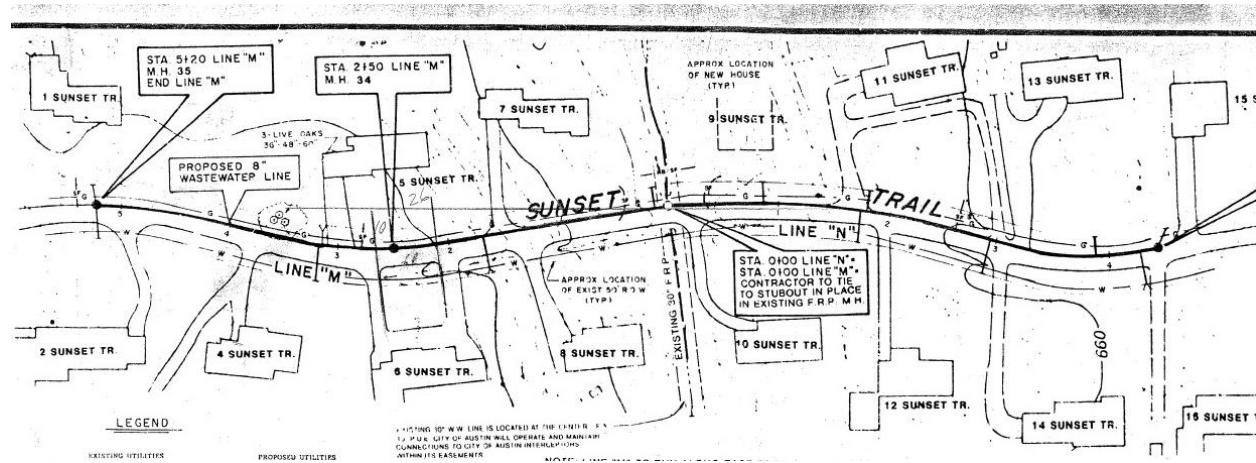
Services - All water services and water meters should be replaced.

#### ***Utility Conflicts***

Our research indicates conflicts will exist between the proposed water main, existing 2" gas line and the existing 8" sanitary sewer main, including their existing services. These conflicts can be resolved during the project design during the utility coordination process without undue difficulty.

#### ***Existing 8" Sanitary Sewer***

The existing 8" Sanitary Sewer appears to be in satisfactory condition. The public works staff reports problem free operations in recent memory. This sewer line appears to have substantial serviceable life remaining and should not require replacement at this time.



***Traffic Control***

Generally, construction of the new water line in Sunset Trail will require closing half of the street to traffic to establish a safe work zone for the contractor. Traffic will be restricted to one-way only from Reese Drive to Jones Road. Southbound traffic on Sunset Trail must use Jones Road and Reese Street as a detour. Other minor short-term closures will be required.

**Right-of-Way**

A 15' wide water line easement, spanning two properties, will be required to construct the water line in the creek area. The remaining water line work can be accomplished in the existing ROW.

## Sunset Trail Street Improvements

### Background

Given the pavement condition of Sunset Trail, the City of Sunset Valley believes it would be prudent to consider making street repairs while other drainage and water line improvements are constructed.

### Sunset Trail Pavement Condition Assessment

Sunset Trail (between Jones Road and Reese Drive) is a 2,000 +/- asphalt street that was reconstructed circa 2000. According to the original design plans, the pavement consists of 18" header curb, 12" of flexible base material and 1 ½" of HMAC. Stamped concrete pavement exists near the Jones Road intersection and concrete approach aprons exist at the multiple box culvert at the Sunset Tributary of Williamson Creek. The posted speed limit is 25 mph. A visual survey of the Sunset Trail pavement as conducted on January 8, 2021. Overall, the pavement is in satisfactory to good condition. A summary of the pavement's distresses and other conditions are provided below.

- Longitudinal Cracking is prevalent throughout the length of the street. A minor amount of transverse exists too. The majority of the cracks are relatively narrow and have been aggressively sealed.
- A handful of utility / pothole repair patches exist within the street limits.
- Pavement depressions have formed around a few of the existing sanitary sewer manholes.
- The surface of the asphalt has experienced normal oxidation for its age.
- The surface of the pavement appears to adequately drain into the existing roadside ditches.
- The street crosses the Sunset Tributary of Williamson Creek and appears to flood during significant rainfall events.
- The header curb, concrete driveways and concrete pavement/aprons appear to be in good condition.
- The ride quality is considered good.



Sunset Trail Near Reese Drive



Sunset Trail Near Jones Road

## **Street Repair / Maintenance Recommendations**

FTEG recommends Sunset Trail (between Jones Road and Reese Drive) be overlayed with new HMAC (Hot Mix Asphalt Concrete) once the water main replacement construction is complete. The recommended construction consists of milling approximately 2" of existing asphalt and crushed limestone material, applying a tack coat, placing 2" of HMAC - Type "D". Also, some of the base material near Reese Drive should be replaced prior to overlay. The work should also include installing a cross walk at the intersection with Jones Road and a stop bar at the Jones Road intersection.

It appears the proposed water main can be aligned to avoid removal of the existing stamped concrete pavement. However, if removal becomes necessary, it should be saw cut and replaced with a minimum of 6" of reinforced concrete that is stained and stamped to match the appearance of the existing pavement.

### **Cost**

An opinion of probable construction costs for the street, drainage and waterline improvements described in this report is \$523,446.00. A detailed estimate is provided herein.



FREELAND TURK ENGINEERING GROUP, LL FIRM F-21047  
160 CREEKSIDE PARK RD, STE 200  
SPRING BRANCH, TX 78070  
830-377-4555

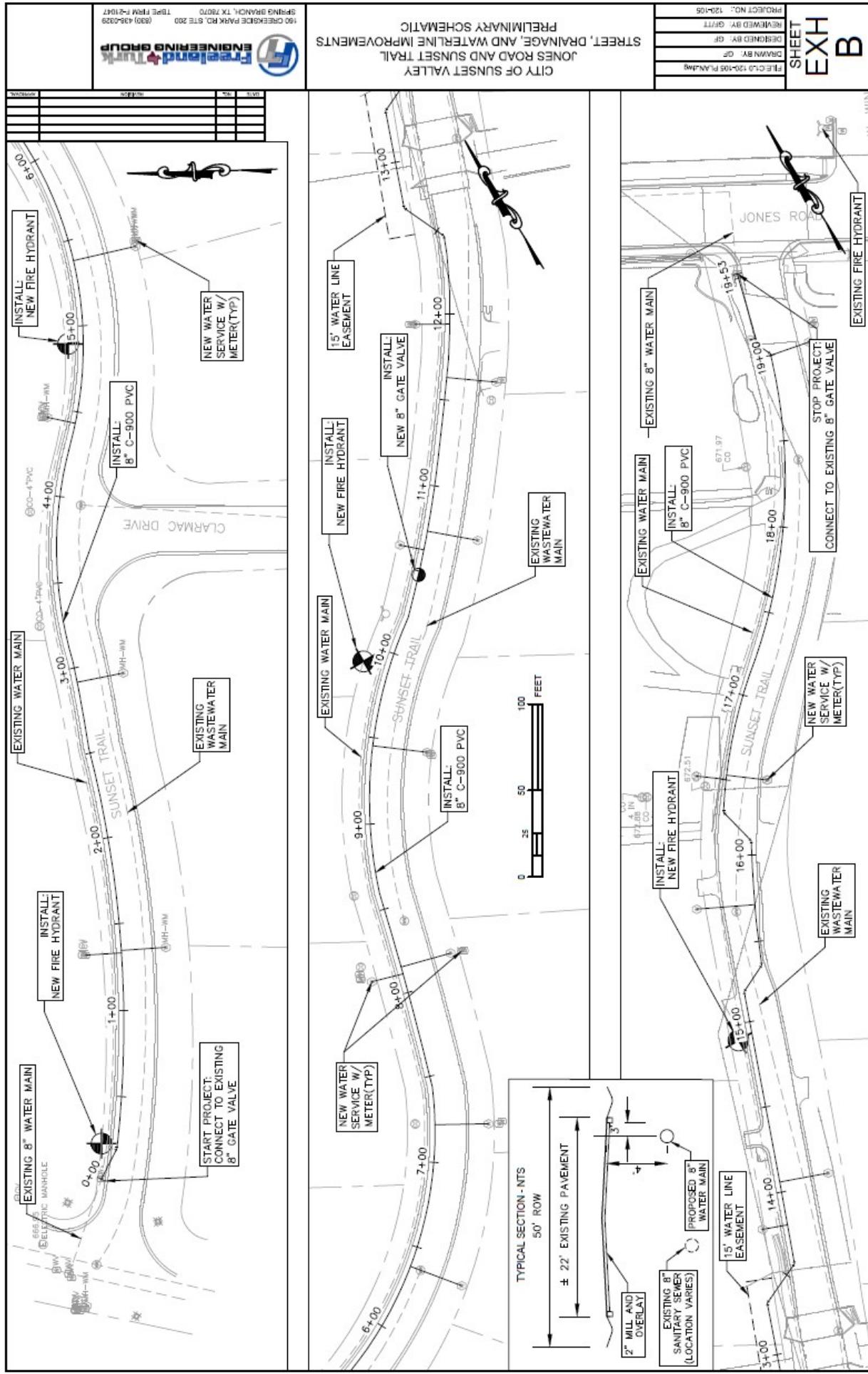
PROJECT JONES ROAD AND SUNSET TRAIL STREET, DRAINAGE, AND WATER LINE IMPROVEMENTS

DATE 3/19/2021

OPINION OF PROBABLE COSTS

SPEC	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
101-S-A	PREPARING ROW	STA	20	\$ 1,500.00	\$30,000.00
700S	MOBILIZATION	LS	1	10%	\$43,260.00
803S	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$4,500.00	\$27,000.00
					\$0.00
					<b>SUBTOTAL</b> \$100,260.00
<b>DRAINAGE IMPROVEMENTS</b>					
433S	CONCRETE DRIVEWAY	SF	200	\$ 12.00	\$2,400.00
432SR-4	4" SIDEWALK REPLACEMENT (REMOVE AND REPLACE)	SF	100	\$ 10.00	\$1,000.00
104S-G	REMOVING MISC CONCRETE (DRIVeways/INLET TOPS)	LS	1	\$ 2,000.00	\$2,000.00
403S	CAST IN PLACE CURB INLET TOP	EA	2	\$ 3,250.00	\$6,500.00
102S-B	CLEARING AND GRUBBING	STA	5	\$ 1,000.00	\$5,000.00
436S	CONCRETE VALLEY GUTTER (V-SWALE)	SF	850	\$ 7.00	\$5,950.00
					\$0.00
					<b>SUBTOTAL</b> \$22,850.00
<b>SUNSET TRAIL WATER LINE IMPROVEMENTS</b>					
510-AW	WTR MAIN PIPE (PVC)(RESTRAINED JT) 8IN TEMP PAVE	LF	2,000	\$ 75.00	\$150,000.00
510-KW	DUCTILE IRON FITTINGS	TON	1.5	\$ 6,500.00	\$9,750.00
511-S-B	FIRE HYDRANT ASSEMBLY COMP W/VALVE AND LEAD	EA	4	\$ 6,000.00	\$24,000.00
	TESTING AND CHLORINATION	EA	1	\$ 5,000.00	\$5,000.00
509-S1	TRENCH PROTECTION	LF	2,000	\$ 1.50	\$3,000.00
510-JS	WET CONNECTIONS	EA	2	\$ 3,500.00	\$7,000.00
	NEW WATER SERVICES	EA	22	\$ 2,000.00	\$44,000.00
	MISC (CURB REPAIR, VEGETATION)	EA	1	\$ 5,000.00	\$5,000.00
360-SA	CONCRETE PAVEMENT (STAMPED/COLORED)	SY	20	\$ 200.00	\$4,000.00
					\$0.00
					<b>SUBTOTAL</b> \$251,750.00
<b>SUNSET TRAIL STREET IMPROVEMENTS</b>					
315S-A	PLANE ASPH CONC PAV (2")	SY	5,200	\$ 2.50	\$13,000.00
340S-B	D-GR HMA(SQ) TY-D PG70-22	SY	5,200	\$ 15.00	\$78,000.00
	POTHOLE/BASE REPAIR	SY	100	\$ 75.00	\$7,500.00
	CROSSWALK/STOP BAR/MISC STRIPING AND SIGNS	EA	1	\$ 2,500.00	\$2,500.00
					\$0.00
					<b>SUBTOTAL</b> \$101,000.00
					<b>CONSTRUCTION SUBTOTAL</b> \$475,860.00
					<b>CONTINGENCY (10%)</b> \$47,586.00
					<b>CONSTRUCTION GRAND TOTAL</b> \$523,446.00







## CITY COUNCIL AGENDA ITEM #11

---

STAFF PREPARER/CONTACT INFORMATION: Sylvia Carrillo, City Administrator  
[scarrillo@sunsetvalley.org](mailto:scarrillo@sunsetvalley.org)

COUNCIL SPONSOR: Mayor Bruner/Administration

SUBJECT: PUBLIC WORKS/FINANCE

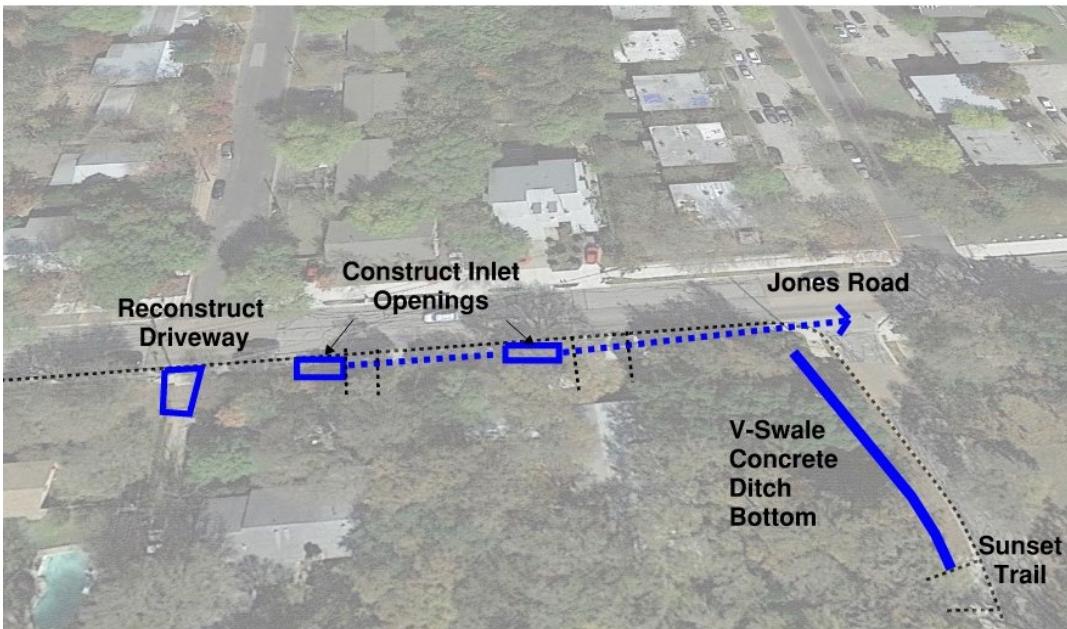
DESCRIPTION: Consider and act on a Drainage Improvement Project along Jones Road at Sunset Trail in an amount not to exceed \$40,000. (Mayor Bruner/Public Works.

### BACKGROUND:

In 2019, staff was charged with reviewing drainage issues along Jones Road and Sunset Trail by a resident whose property was affected by chronic flooding allegedly attributed to the construction of Jones Road. Subsequent engineering research and proposed solutions were presented to Public Works Committee on numerous occasions.

After further review and a narrowing of project scope, the City's engineer - Freeland Turk Engineering Group, has recommended the follow:

1. Constructing two curb inlets in the southern curb line of Jones Road (locations in blue) to intercept high volumes of water that contribute to the flooding of resident properties along this section of road. The inlets will be constructed by structurally modifying the top of two existing curb inlets to create inlet openings in the curb line of Jones Road.
2. Reconstructing of Mrs. Powers driveway (also a CoSV access easement) to an elevation that contains stormwater within Jones Road during design storm events, helping prevent flooding of resident properties along this section of road.
3. Constructing a V-swale concrete channel bottom within the existing west roadside ditch of Sunset Trail between Jones Road and the first driveway to the south. This channel will maintain grade in a flat area and improve stormwater flow between drainage structures.



The estimated cost for the project is \$30,000

APPLICABLE CODE SECTIONS: City of Sunset Valley Financial Policy

FUNDING:

<b>CURRENT YEAR FISCAL BUDGET</b>				
ACCOUNT	BUDGET	ENCUMBERED	THIS ITEM	REMAINING
	\$30,000			

<b>PRIOR YEAR FISCAL BUDGET(S)</b>				
BUDGET YEAR	ACCOUNT	AMOUNT	TOTAL	NOTES

STAFF RECOMMENDATION: Approve the project.

SUPPORTING MATERIALS PROVIDED: YES, DRAINAGE PROJECT DETAILS.



# Preliminary Engineering Report

## **Jones Road and Sunset Trail Street, Drainage and Water Line Improvements**

### Submitted To:

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

### Date:

March 19, 2021

### Prepared By:

Thomas N. Turk, P.E.



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The residents also report ponding water and generally poor drainage conditions along the south property lines of the subject lots and in the west roadside ditch of Sunset Trail.

### Assessment of Conditions

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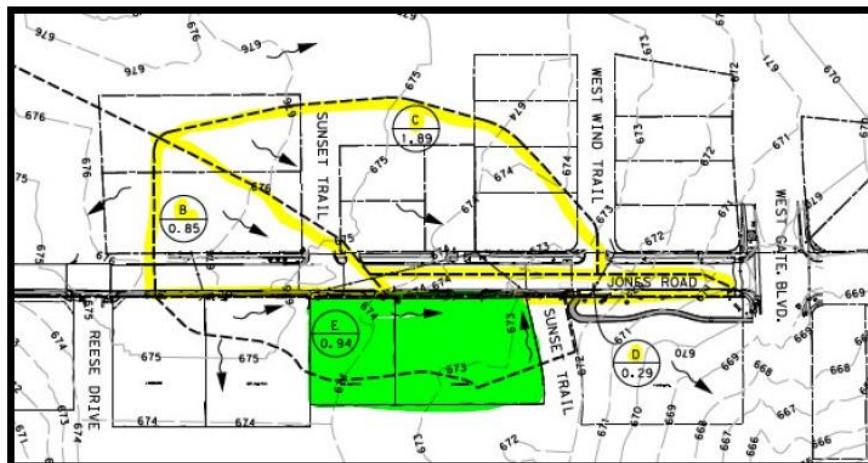
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A swale exists at the east end along the south property line that conveys stormwater into the west roadside ditch of Sunset Trail. Stormwater reportedly ponds in this swale and in the roadside ditch and drains off slowly.

*Hydrology* - A drainage area map was prepared by Klotz Associates in 2015 depicting stormwater flows in and around the project area.

- Stormwater from Drainage Area B flows along the south curb line of Jones Road and along the problematic driveways.
- Some portions of Drainage Area C and D may be contributing stormwater to the problematic driveways on Jones Road due to the flat pavement crown conditions.
- Stormwater from Drainage Area E flows into inlets and a storm drain system draining to the east and does not flow onto the surface of Jones Road.

Drainage Area Map



## **Assessment**

Based on observations, surveys and other information collected to date:

- Because of flat crown conditions, we believe more stormwater from Drainage Areas C and D are flowing into the south curb line of Jones Road than estimated by Klotz Associates.
- The three driveways constructed in circa 2016 do not appear to have enough crest elevation to contain the stormwater flows within the south curb line of Jones Road during significant events.
- Because of homesite improvements within the subject properties, we believe notable amounts of stormwater from Drainage Area E (west of Sunset Trail) flows east and southeast across the subject lots and does not flow into the existing drainage system (under the sidewalk) as designed.

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Middle and East Driveways – Existing curb inlets are situated just upstream of the middle and east driveways. Their openings face south, away from Jones Road. We recommend modifying these two inlet structures to create inlet additional openings in the south curb lines of Jones Road. These proposed two-sided inlets will intercept stormwater flows from the curb line and direct discharge into the existing storm drainage system below the sidewalk.

The work would include removal of sidewalk, removal of the top of the inlet box and structural reconstruction of the inlet top, creating a two-sided inlet box. 5' to 10' of temporary construction easement will be required to accommodate this work.

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Constructing swales along the south and east property lines of the subject lots should significantly improve drainage conditions and reduce ponding. Refer to Exhibit A.

We propose a concrete v-swale be constructed within the 10' utility along the south property lines to convey stormwater to Sunset Trail. This v-swale would maintain the grade needed to convey flows to the east and reduce ponding in the area. Construction of this v-swale will be intrusive and will require grading and some removal of fences, trees, and landscaping. A 10' wide temporary construction easement and close coordination with the property owners will be required for this work.

A concrete v-swale should also be constructed in the bottom of the existing west roadside of Sunset Trail, within the existing ROW. This v-swale would maintain the grade needed to convey stormwater to the existing storm drain system in Jones Road and provide the relief needed to reduce ponding in the ditch.



South Property Line of Subject Lots



West Roadside Ditch of Sunset

### **Utility Conflicts**

The existing utilities in the proposed construction area on Jones Road and Sunset Trail were substantially mapped. Reconstruction of the west driveway and modification of the two existing inlets should not result in conflicts with existing utilities. Similarly, the two v-swales are shallow (4-6") and should not result in conflicts with existing utilities during construction. This should be verified during design.

### **Traffic Control**

A 10-12' wide work zone in front of the driveways is necessary on Jones Road for construction. Two-way traffic can be maintained on Jones Road during construction. Construction of the two v-swales should not impact traffic.

### **Right-of-Way**

Temporary construction easements, as described herein, will be required from the subject property owners to accommodate the work. Close coordination with the residents during construction will be essential.

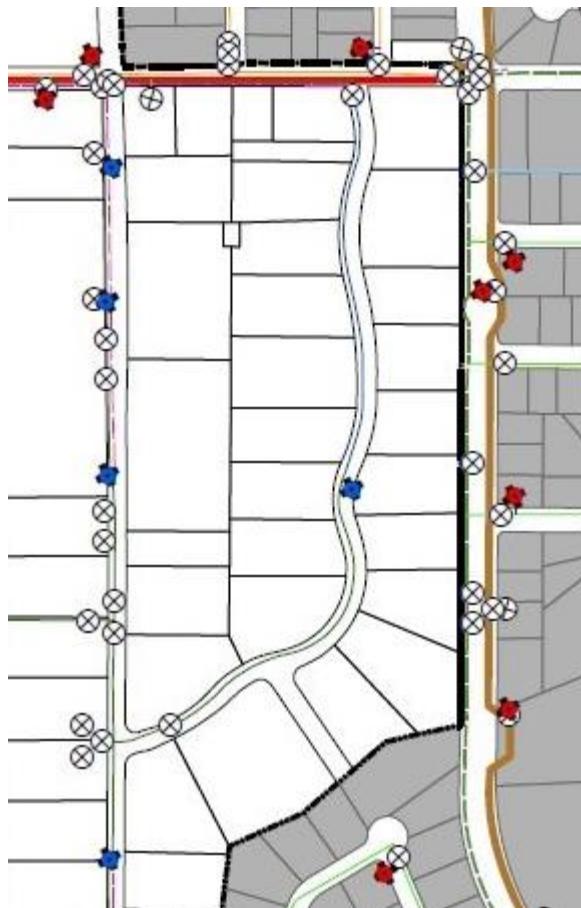
## Sunset Trail Water Line Improvements

### Background

The City of Sunset Valley desires to explore replacement of the existing water main within Sunset Trail with a larger main. A larger water main would improve domestic and fire flows to homes on Sunset Trail and enhance Sunset Valley's water distribution system in the area.

### Existing Conditions

An existing 4" water lines exist on Sunset Trail from Jones Road to a fire hydrant located approximately 900' to the south. From this location, a 6" water line exists to Reese Drive. The water line is generally located within the roadside ditch on the west side of the street. On the west end of Sunset Trail, the water line ties into an existing 8" valve just east of Reese Street. On the north end of Sunset Trail, the water line ties into an existing 8" valve just south of Jones Road. One fire hydrant exists about halfway between Jones Road and Reese Street where the existing mains change size. Please refer to the graphic below.



### **Area Water Distribution System Flows**

At the time of this report, a water distribution model or data is not available. A water distribution model would enable us to consider various planning scenarios on Sunset Trail and in the area. However, the City has provided us with results from the ongoing citywide fire hydrant testing program. In the absence of a model, this information provides us a good gauge of hydraulic conditions in the water distributions in the network. The testing data indicates fire flows (@20 psi) exceed the minimum flow rate of 1,250 gpm (as required in the City of Austin – Fire Criteria Manual). Please refer to the graphic below.



### **Proposed Sunset Trail Water Main**

The City of Austin – Utility Criteria Manual requires water mains to be at least 8" in diameter, which typically provides adequate peak water demand and fire flows in residential neighborhoods. Therefore, we recommend replacing the existing 4" and 6" water mains on Sunset Trail with a new 8" water main. Once constructed, the existing water mains in Sunset Trail can be abandoned in place. Refer to Exhibit B.

#### ***Alignment***

FTEG made field visits and arranged surveying to locate critical above ground features and underground utilities that would influence the location of the new 8" water main, particularly the existing 8" sanitary sewer line. It was constructed with a curved alignment and its location meanders relative to the existing curb lines. We also reviewed previous construction plans from 1988 and 1999 provided to us by the City.

Based on the information collected, we recommend the new water main be constructed generally 3' inside the existing west curb lines of the street and at a 48" bury (minimum). In one location, the proposed alignment must transition from one side of the street to another to meet TCEQ and City of Austin separation requirements between new water mains and existing sewer mains.

Other alignments outside the pavement were considered. However, they were eliminated from consideration because of potential conflicts with other existing utilities. Furthermore, construction within the roadside ditches of Sunset Trail would be very intrusive, adversely impacting driveways, landscaping, rock walls, trees and other improvements.

Sunset Trail crosses the Sunset Tributary of Williamson Creek where a multiple box culvert exists. At this location, we are recommending the proposed water main be placed outside the ROW in a proposed 15' water line easement to avoid damage to the existing drainage structure and headwalls.

#### ***Water Line Appurtenances***

Valves - Existing 8' inch valves exist near Jones Road and Reese. In accordance with City of Austin – Utility Criteria Manual valve spacing requirements, FTEG recommends placing a valve mid-way on Sunset Trail. The recommended valve placement should facilitate adequate isolation of mains to facilitate repairs.

Fire Hydrants - We recommend fire hydrants be placed every at the intersection of Reese Drive and Sunset Trail and every 500' +/- on Sunset Trail.

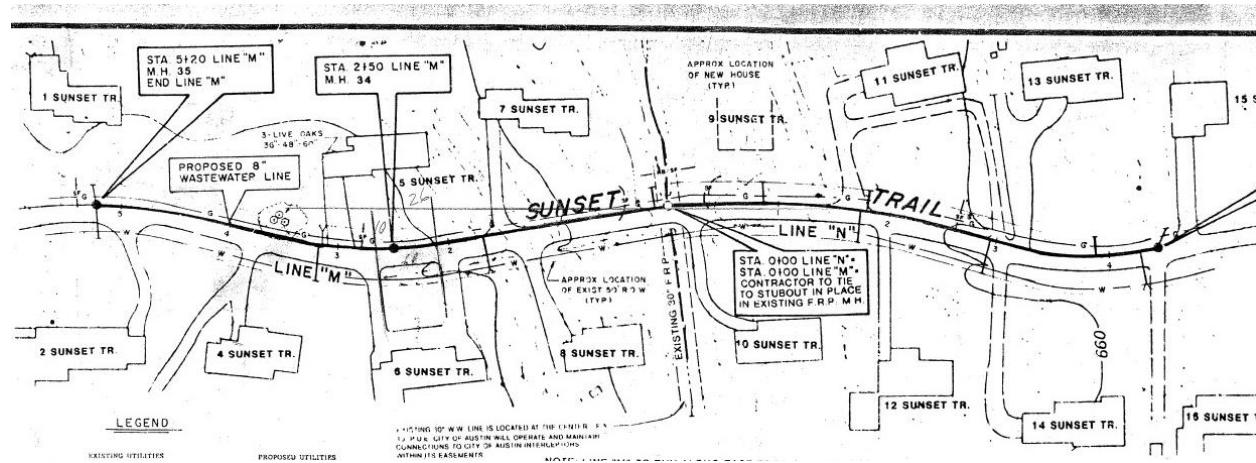
Services - All water services and water meters should be replaced.

#### ***Utility Conflicts***

Our research indicates conflicts will exist between the proposed water main, existing 2" gas line and the existing 8" sanitary sewer main, including their existing services. These conflicts can be resolved during the project design during the utility coordination process without undue difficulty.

#### ***Existing 8" Sanitary Sewer***

The existing 8" Sanitary Sewer appears to be in satisfactory condition. The public works staff reports problem free operations in recent memory. This sewer line appears to have substantial serviceable life remaining and should not require replacement at this time.



***Traffic Control***

Generally, construction of the new water line in Sunset Trail will require closing half of the street to traffic to establish a safe work zone for the contractor. Traffic will be restricted to one-way only from Reese Drive to Jones Road. Southbound traffic on Sunset Trail must use Jones Road and Reese Street as a detour. Other minor short-term closures will be required.

**Right-of-Way**

A 15' wide water line easement, spanning two properties, will be required to construct the water line in the creek area. The remaining water line work can be accomplished in the existing ROW.

## Sunset Trail Street Improvements

### Background

Given the pavement condition of Sunset Trail, the City of Sunset Valley believes it would be prudent to consider making street repairs while other drainage and water line improvements are constructed.

### Sunset Trail Pavement Condition Assessment

Sunset Trail (between Jones Road and Reese Drive) is a 2,000 +/- asphalt street that was reconstructed circa 2000. According to the original design plans, the pavement consists of 18" header curb, 12" of flexible base material and 1 ½" of HMAC. Stamped concrete pavement exists near the Jones Road intersection and concrete approach aprons exist at the multiple box culvert at the Sunset Tributary of Williamson Creek. The posted speed limit is 25 mph. A visual survey of the Sunset Trail pavement as conducted on January 8, 2021. Overall, the pavement is in satisfactory to good condition. A summary of the pavement's distresses and other conditions are provided below.

- Longitudinal Cracking is prevalent throughout the length of the street. A minor amount of transverse exists too. The majority of the cracks are relatively narrow and have been aggressively sealed.
- A handful of utility / pothole repair patches exist within the street limits.
- Pavement depressions have formed around a few of the existing sanitary sewer manholes.
- The surface of the asphalt has experienced normal oxidation for its age.
- The surface of the pavement appears to adequately drain into the existing roadside ditches.
- The street crosses the Sunset Tributary of Williamson Creek and appears to flood during significant rainfall events.
- The header curb, concrete driveways and concrete pavement/aprons appear to be in good condition.
- The ride quality is considered good.



Sunset Trail Near Reese Drive



Sunset Trail Near Jones Road

## **Street Repair / Maintenance Recommendations**

FTEG recommends Sunset Trail (between Jones Road and Reese Drive) be overlayed with new HMAC (Hot Mix Asphalt Concrete) once the water main replacement construction is complete. The recommended construction consists of milling approximately 2" of existing asphalt and crushed limestone material, applying a tack coat, placing 2" of HMAC - Type "D". Also, some of the base material near Reese Drive should be replaced prior to overlay. The work should also include installing a cross walk at the intersection with Jones Road and a stop bar at the Jones Road intersection.

It appears the proposed water main can be aligned to avoid removal of the existing stamped concrete pavement. However, if removal becomes necessary, it should be saw cut and replaced with a minimum of 6" of reinforced concrete that is stained and stamped to match the appearance of the existing pavement.

### **Cost**

An opinion of probable construction costs for the street, drainage and waterline improvements described in this report is \$523,446.00. A detailed estimate is provided herein.



FREELAND TURK ENGINEERING GROUP, LL FIRM F-21047  
160 CREEKSIDE PARK RD, STE 200  
SPRING BRANCH, TX 78070  
830-377-4555

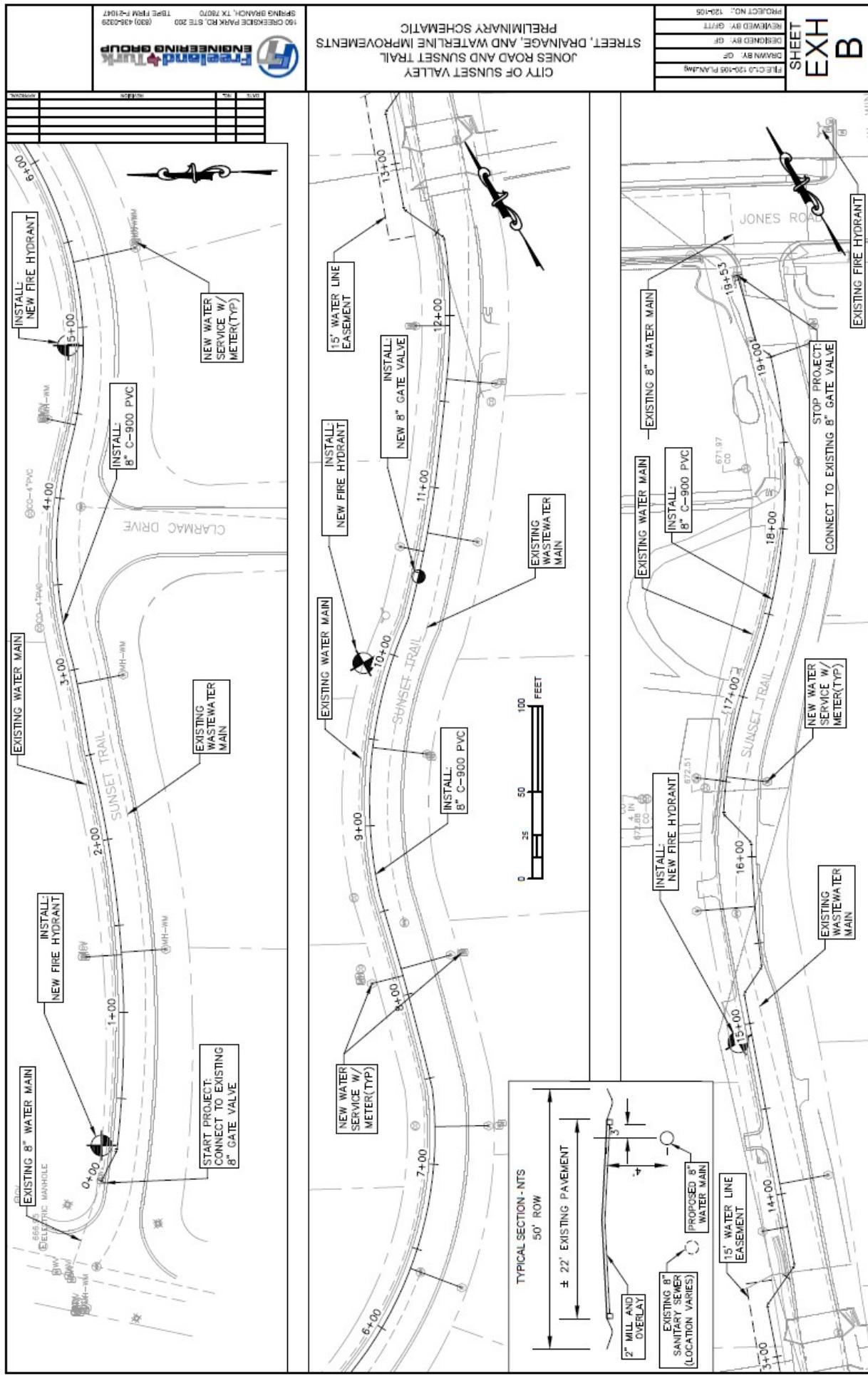
PROJECT JONES ROAD AND SUNSET TRAIL STREET, DRAINAGE, AND WATER LINE IMPROVEMENTS

DATE 3/19/2021

OPINION OF PROBABLE COSTS

SPEC	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
101-S-A	PREPARING ROW	STA	20	\$ 1,500.00	\$30,000.00
700S	MOBILIZATION	LS	1	10%	\$43,260.00
803S	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$4,500.00	\$27,000.00
					\$0.00
					<b>SUBTOTAL</b> \$100,260.00
<b>DRAINAGE IMPROVEMENTS</b>					
433S	CONCRETE DRIVEWAY	SF	200	\$ 12.00	\$2,400.00
432SR-4	4" SIDEWALK REPLACEMENT (REMOVE AND REPLACE)	SF	100	\$ 10.00	\$1,000.00
104S-G	REMOVING MISC CONCRETE (DRIVeways/INLET TOPS)	LS	1	\$ 2,000.00	\$2,000.00
403S	CAST IN PLACE CURB INLET TOP	EA	2	\$ 3,250.00	\$6,500.00
102S-B	CLEARING AND GRUBBING	STA	5	\$ 1,000.00	\$5,000.00
436S	CONCRETE VALLEY GUTTER (V-SWALE)	SF	850	\$ 7.00	\$5,950.00
					\$0.00
					<b>SUBTOTAL</b> \$22,850.00
<b>SUNSET TRAIL WATER LINE IMPROVEMENTS</b>					
510-AW	WTR MAIN PIPE (PVC)(RESTRAINED JT) 8IN TEMP PAVE	LF	2,000	\$ 75.00	\$150,000.00
510-KW	DUCTILE IRON FITTINGS	TON	1.5	\$ 6,500.00	\$9,750.00
511-S-B	FIRE HYDRANT ASSEMBLY COMP W/VALVE AND LEAD	EA	4	\$ 6,000.00	\$24,000.00
	TESTING AND CHLORINATION	EA	1	\$ 5,000.00	\$5,000.00
509-S1	TRENCH PROTECTION	LF	2,000	\$ 1.50	\$3,000.00
510-JS	WET CONNECTIONS	EA	2	\$ 3,500.00	\$7,000.00
	NEW WATER SERVICES	EA	22	\$ 2,000.00	\$44,000.00
	MISC (CURB REPAIR, VEGETATION)	EA	1	\$ 5,000.00	\$5,000.00
360-SA	CONCRETE PAVEMENT (STAMPED/COLORED)	SY	20	\$ 200.00	\$4,000.00
					\$0.00
					<b>SUBTOTAL</b> \$251,750.00
<b>SUNSET TRAIL STREET IMPROVEMENTS</b>					
315S-A	PLANE ASPH CONC PAV (2")	SY	5,200	\$ 2.50	\$13,000.00
340S-B	D-GR HMA(SQ) TY-D PG70-22	SY	5,200	\$ 15.00	\$78,000.00
	POTHOLE/BASE REPAIR	SY	100	\$ 75.00	\$7,500.00
	CROSSWALK/STOP BAR/MISC STRIPING AND SIGNS	EA	1	\$ 2,500.00	\$2,500.00
					\$0.00
					<b>SUBTOTAL</b> \$101,000.00
					<b>CONSTRUCTION SUBTOTAL</b> \$475,860.00
					<b>CONTINGENCY (10%)</b> \$47,586.00
					<b>CONSTRUCTION GRAND TOTAL</b> \$523,446.00





COUNCIL MEETING DATE: FEBRUARY 2, 2021



## CITY COUNCIL AGENDA ITEM #8

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STAFF PREPARER/CONTACT INFORMATION: J. Horry, Director of Public Works  
[jhorry@sunsetvalley.org](mailto:jhorry@sunsetvalley.org)

COUNCIL SPONSOR: Mayor Bruner / Administration

SUBJECT: INFRASTRUCTURE/PUBLIC WORKS

DESCRIPTION: Consider and act on approving a scope of work regarding the Stearns Lift Station. (Mayor Bruner/Administration)

BACKGROUND: The City of Sunset Valley maintains one lift station along Stearns Lane. This lift station was originally built in 1991. The lift station was not designed to adequately handle the type of waste that comes through the system. This includes the waste that comes from the commercial areas along HWY 290. The City has been discussing rehabilitating or retrofitting the station for a number of years.

The Public Works Department has been meeting with the City Engineers (Freeland Turk) to discuss a path forward for the lift station. A preliminary engineering report has been completed. The preliminary report has been reviewed by the Public Works Committee on January 21, 2021. The committee accepted the preliminary report with changes recommended by staff to use chopper pumps. The report has been updated and now presented to City Council for review. The project outlined in the report will rehabilitate the lift station to current standards and serve the City for many years into the future. The projected cost for the repairs is \$170,000 including engineering and contingency.

APPLICABLE CODE SECTIONS: City of Sunset Valley Wastewater Standards and the Texas Commission on Environmental Quality Small Collection Systems.

FUNDING: Utility Infrastructure Repair and Replacement fund. FY 21, \$82,000 budgeted. However, 4,370,866.81 is in the Utility reserves. A budget amendment will need to be completed once a bid has been accepted on the project.

STAFF RECOMMENDATION: Approve the preliminary engineering report and proceed with final engineering documents.

SUPPORTING MATERIALS PROVIDED: YES

1. PRELIMINARY ENGINEERING PROPOSAL

# Preliminary Engineering Report

## **Stearns Lane Lift Station**

City of Sunset Valley

### **Submitted To:**

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

### **Date:**

Revised and Updated  
January 28, 2021

### **Prepared By:**

Thomas N. Turk, P.E.



A handwritten signature in blue ink, appearing to read "J. Turk".



160 Creekside Park, Suite 200, Spring Branch, Texas 78070 [www.freelandturk.com](http://www.freelandturk.com) | (830) 322-6208

## **Authorization**

The City of Sunset Valley authorized Freeland Turk Engineering Group, LLC to prepare this Preliminary Engineering on October 6, 2020 as part of Task Order #4.

## **Facility Condition Assessment and Recommendations**

### **General Approach**

A facility condition assessment was conducted of the Stearns Lift Station for general compliance with current TCEQ design criteria for lift stations (30 TAC, Part 1, Chapter 217, Subchapter C, Rule 217). Two site visits were made on October 15, 2020 and November 10, 2020. The facilities operator, Daniel Pepin, was present and was instrumental in gathering technical information and providing operational observations. Only the non-compliant aspects of the lift station are discussed in this Preliminary Engineering Report (PER). The remaining components of the lift station appear to be in good condition and in working order.

### **Lift Station Site**

*Encroachment* - Cursory measurements indicate a 2' x 12' portion (approximate) of the wall rock wall surrounding the lift station may be located outside of the existing 15' utility easement.

*Recommendation* - Survey the location and extent of encroachment and acquire additional utility easement from the landowner, Townbridge Homes. Additional easement may also be acquired during the platting process. If possible, an additional 10' of utility easement width (total of 25') is preferred and should be acquired along the gravity sewer main to US 290 and along the access road to Sterns Lane.

*All Weather Access* - TCEQ criteria requires access to the site during a 25-year/24-hour rainfall event. Observations indicate to existence of well-defined roadside ditches exist on the east side of Stearns Lane at this location. The contributing drainage area contributing stormwater runoff to the lift station driveway is relatively small and there have been no access issues reported by the operator.

*Recommendation* - It appears the all-weather access requirement is being met and a detailed drainage study is not warranted at this time.

*Access Road* - The asphalt pavement access road from Stearns Lane to the lift station is in fair condition. However, the asphalt is cracking, potholes have formed, and vegetation is growing through the pavement surface.

*Recommendation*: Restore the access road to good condition by sealing the cracks, repairing the potholes and removing all vegetation.

## **Lift Station Site Security**

*Fencing* - An existing rock wall and wooden gates provide an enclosure that establishes unrestricted access by unauthorized persons. However, the height of the wall/gates varies from 5.5' to 7'. The fence does not meet height criteria at the gates and no barbed wire or iron bars exist atop the rock wall or gates to meet intruder resistant fence requirements.

*Recommendation* - Install iron bars on top of the existing rock wall and install new gates to meet criteria.

## **Valve Vaults**

*Check Valve Vault* - A check valve vault exists just east of the lift station and contain two check valves. It is approximately 3'-4' deep. The check valve vault is not ventilated and does not contain a ladder.

*Recommendation* - Install a vented manhole cover for the check valve vault and maintain a short ladder at the site for use when needed.

*Force Main Valve Vault* - To the east of the check valve vault lies another vault containing the force main drain/ bypass valve. This vault is shallow, is not ventilated and does not have a drain.

*Recommendation* - Install a vented manhole cover and install a drain that connects to the check valve vault drain line.

## **Lift Station Ventilation**

*Vent* - The lift station vent pipe opening is less than 4 inches diameter, and it is not screened.

*Recommendation* - Remove the existing vent cover and replace it with a screened 4" vent cover.

## **Wet Well and Lift Station Pumps**

*Existing Facilities* - The existing cylindrical concrete wet well is 5' in diameter and approximately 17' tall. It collects sewage from two gravity mains, a 10' main from the south and an 8" main from the north.

Two submersible pumps operate in the bottom of the wet well and pump sewage from the lift station wet well through a 3" force main to a gravity manhole on Barton View Drive, approximately 450 feet away to the east. The pump and force main system currently operate as expected.

*Design Sewage Flow Analysis* - An analysis of the existing and ultimate design flow of the lift station was performed. A total of 11 properties will ultimately contribute sewage to the existing lift station. Most of these properties are developed ranging from residential to commercial. The existing average sewage flow to the lift station is approximately 15,625 gallons per day.

Three of these properties will ultimately contribute additional sewage to this lift station. The Townbridge Homes and Allred properties are currently pursuing re-zoning from residential to neighborhood commercial to accommodate future office buildings. The remaining tract is zoned residential and will likely develop as such. The ultimate average sewage flow to the lift station is approximately 18,954 gallons per day. Using a peaking factor of 4.0, the ultimate peak design flow rate for the lift station is approximately 52.65 gallons per minute.

The ultimate development of the contributing sewershed will increase the sewage flows at the lift station approximately 17%. The active pumping zone of the lift station wet well is approximately 4 feet deep. The existing wet well has sufficient volume to accommodate future flows and ultimate development of the watershed. Minor adjustments to the existing float controls will be necessary to maintain proper pump operations as flows increase over time at the lift station.

*Wet Well Floor* - We were unable to determine if the floor of the wet well was sloped. The operator pumps and removes debris from the bottom of the wet well annually. He has not observed any noticeable or problematic accumulation of debris at the bottom of the wet well.

*Debris* - The operator installed temporary baskets on the wall of the wet well below the two incoming sewer pipes to trap and remove debris. This modification was made after the existing submersible pumps experienced clogging from debris in the sewage. The operator suspects the primary source of the debris is from the Holiday Inn. A review of the Holiday Inn construction plans indicates sewage flows directly from the hotel into the sewer main located along US 290. It appears that a trash / trap tank serving the Holiday Inn was not installed.

The operator reports that debris removal is required almost daily to prevent the existing submersible pumps clogging. Although the debris baskets significantly reduced pump clogging, the operator reports higher than normal pump maintenance is still required.

*Recommendation* - Replace the existing pumps with grinder pumps of similar size and pumping capacity that will pass solids. Grinder pumps will significantly reduce maintenance efforts needed to remove trash from the lift station wet well and service the pumps. This recommendation includes the installation of a davit type crane to assist the operator in safely removing and installing pumps.

The City of Sunset requested we consider the installation of chopper pumps in lieu of grinder pumps. Chopper pumps are generally capable of macerating larger, tougher solids than grinder pumps. Based on the description of debris from the operator, grinder pumps should adequately macerate solids in the sewage. Furthermore, the cost of installing the chopper pumps is approximately \$20,000 more than a grinder pump setup. It is our opinion that the use of chopper pumps in this lift station is unnecessary and not worth the additional expense.

## **Washdown Facility**

The City's Public Works staff requested the addition of a washdown facility to properly clean equipment at the site.

*Recommendation* – We propose the installation a 25' x 15' concrete pad with a drain connecting to the wet well. In addition, establish a water source by connecting to the existing water main on Stearns Lane and installing approximately 275' of 1" PVC pipe and a hose bib. The location of this facility is situated adjacent to the south wall of the lift station area, within a proposed sanitary sewer easement.

### **Lift Station Power, Controls and Alarms**

Alderson & Associates, Inc. assessed the lift station's electrical, control system. Their recommendation is to replace the entire electrical system in concert with the installation of new pumps. This approach also addresses the current nuisance issues. Alderson & Associates, Inc. Electrical Equipment Condition Assessment is attached to this report and contains additional recommendations.

### **Emergency Provisions**

The lift station receives electricity from Austin Energy through a single-phase power line located on Stearns Lane. The operator reports that power outages do occur occasionally.

The wet well and upstream collection system provide storage for sewage during outages, preventing sewage discharge. Furthermore, the operator also uses a portable generator to provide power to the lift station during significant power outages and when the lift station is taken out of service for maintenance. The portable generator is maintained by the operator at Sunset Valley's public works facility and has been previously deployed, made operational and has successfully prevented spills.

*Recommendation* - A lift station sign with the name of the facility and emergency contact information does not exist and should be installed.

### **Lift Station Elimination**

A cursory analysis was conducted to determine if this lift station could be eliminated by establishing a gravity sewer connection. Given the topography of the sewershed, the only potential gravity connection is an existing sewer line on Barton View Dr. Invert elevations were obtained on the western most manhole on Barton View Dr. The invert elevation of this manhole too high to provide a gravity connection for the topography of the sewershed. Therefore, this elimination of this lift station is not feasible and must remain in service. All future development in this sewershed must sewer gravity to this lift station.

### **Bypass Pumping**

The lift station must be taken out of service during construction to replace the pumps, electrical and control systems. 2 to 4 weeks of bypass pumping may be required during construction.

Existing 10" Gravity Main South of the LS - Sewage must be pumped from the nearest upstream manhole on US 290, bypassing the lift station, and into the force main using the drain/bypass valve.

Existing 8" Gravity Main North of the LS - Sewage must be pumped from a proposed new 10' deep manhole, just north of the LS, bypassing the lift station, and into the force main using the drain/bypass valve. Construction of the new manhole will require the acquisition of a 25' x 25' sanitary sewer easement and a temporary construction easement from the Buchanan Tract. The proposed new manhole will also serve the future residential development of the Williamson tract.

## **Environmental, Permitting and ROW requirements**

*Environmental* – The recommended improvements are considered maintenance of an existing facility. There will be disturbance to the lift station site. Therefore, an environmental impact study will be required.

*TCEQ* – The recommended improvements at this lift station include replacing existing equipment, constructing a new manhole and maintaining other portions of the facility. TCEQ approval will be required.

*Edwards Aquifer Protection Program* – The recommended improvements will cause disturbance of existing site. Accordingly, the project will be subject to the requirements of EAPP requiring review and approval.

*TxDOT* – The bypass pumping operation at the sewer manhole on US 290 will require permitting by TxDOT because some of the operations will take place in their right-of-way.

*Right-of-Way* – Additional sewer easements are needed from two property owners, Townbridge Homes and Buchanan.

**CITY OF SUNSET VALLEY**  
**SUMMARY OF STEARNS LIFT STATION DESIGN FLOWS**

<b>Property</b>	<b>Acreage</b>	<b>Current Land Use</b>	<b>Future Land Use</b>	<b>Size of Facility</b>	<b>Actual Usage January 2020 (GAL / MONTH)</b>	<b>Estimated Existing Monthly Sewage Flow (GAL / MONTH)</b>	<b>Future Monthly Sewage Flows (GAL / MONTH)</b>	<b>Total Design Sewage Flows (GAL / MONTH)</b>
<b>SW4942 VIEW LLC</b>	1.96	Residential	Residential	3,075 SF		12,000		12,000
<b>TFCM LLC</b>	1.04	Residential	Residential	1,015 SF	9,630			9,630
<b>Matthews</b>	2	Residential	Residential	1,521 SF		12,000		12,000
<b>Equilibrium Investments LLC</b>	2	Medical Office	Medical Office	12,884 SF	58,240			58,240
<b>EX TX Star Diner LP</b>	0.76	Restaurant	Restaurant	3,430 SF	22,120			22,120
<b>Triple Gem Properties HI LP</b>	2.26	Hotel	Hotel	Holiday Inn - 52,515 SF (108 Rooms)	346,400			346,400
<b>TxDOT</b>		Drainage Facility	Drainage Facility	No sewage flows				0
<b>Allred</b>	2.13	Residential	Neighborhood Commercial	2448 SF Residential Rezoning Application Active - 11,400 SF Office Building		12,000	51,530	63,530
<b>Townbridge Homes</b>	2.1	Undeveloped	Neighborhood Commercial	Rezoning Application Active - 4,600 SF Building			20,700	20,700
<b>Buchanan</b>	1	Residential	Residential	1,424 SF		12,000		12,000
<b>Barry Williamson</b>	2.04	Undeveloped	Residential	Unknown			12,000	12,000

**Total Design Sewage Flows (Gallons / Month) = 568,620**

**Total Design Sewage Flows (Gallons / Day) = 18,954**

**Peak Design Sewage Flows (Gallons / Minute) = 52.65**

**CITY OF SUNSET VALLEY  
STEARNS LIFT STATION  
SCHEDULE**

ACTIVITY	MONTH									
	1	2	3	4	5	6	7	8	9	10
Engineering / Design										
ROW / Easement Acquisition										
CoSV Review										
Permitting										
Bidding and Bid Award										
Construction										

**CITY OF SUNSET VALLEY  
STEARNS LIFT STATION  
OPINION OF PROBABLE COSTS**

ITEM	PROBABLE COSTS
Access Road Maintenance	\$ 7,500.00
Wrought Iron Fencing and Gates	\$ 5,350.00
Vented Vault Covers	\$ 750.00
Drain / Bypass Vault Drain	\$ 1,500.00
Vent Pipe Replacement	\$ 250.00
Grinder Pumps, Rails and Control Panel	\$ 39,500.00
SCADA	\$ 20,000.00
Electrical Service Upgrade	\$ 7,500.00
Area Lighting	\$ 2,500.00
Electrical Panel Canopy	\$ 5,000.00
Bypass Pumping	\$ 20,000.00
Lift Station Sign	\$ 150.00
Pump Hoist	\$ 8,000.00
New Manhole (Northside Main)	\$ 7,000.00
Equipment Washdown Facility	\$ 14,000.00
<b>Subtotal For Construction</b>	<b>\$ 139,000.00</b>
Engineering	\$ 30,000.00
Contingency	\$ 25,000.00
<b>Total Project Costs</b>	<b>\$ 194,000.00</b>

## Lift Station Photographs



**Lift Station Enclosure**  
*Rock wall and wooden gates*



**Access Road**  
*(looking east toward Stearns Lane)*



*Inside of pump control panel*



*Service drop, meter, main power breaker, and generator connection*



*Inside of the check valve vault*



*Inside of force main drain / bypass valve vault*



**Inside of wet well**  
(rails, float switches, pump pull chains, pipe and fittings, and debris baskets)



*Lift Station wet well, control panel, meter pole and check valve vault*

*Aerial view of the lift station site*



# **Stearn's Lane Lift Station – Sunset Valley, TX**

## **Electrical Equipment Condition Assessment**

Stearn's Lane  
Austin, Texas 78745



**SUNSET VALLEY**  
*Texas*

### **Final Report**

December 08, 2020  
Alderson Project # 20-086

### **Prepared For:**

Thomas Turk, PE  
Freeland Turk Engineering Group, LLC  
160 Creekside Park, Suite 200  
Spring Branch, Texas 78070

### **Prepared by:**

Todd Sparrow, P.E.  
Alderson & Associates, Inc.  
7700 Torino, Suite 101  
San Antonio, TX 78229  
210.614.1110  
Texas Registered Engineering Firm F-1008



## Stearn's Lane Lift Station – Sunset Valley, TX Electrical Equipment Condition Assessment

### Executive Summary

The Stearn's Lane Lift Station serving Sunset Valley, TX was originally constructed in 1992. It has undergone minor renovations through the years to replace/upgrade pumps. The lift station system consists of a duplex pump system, each pump rated at 2HP. The facility has been in operation for approximately 28 years and is in generally good condition. The facility has been experiencing, however, various electrical nuisances including tripped breakers/contactors, blown fuses and triggered alarms.

The recent construction of a hotel upstream from this lift station has subjected the system to many more solids than was originally designed to accommodate. To mitigate the increase in solids, the pumps have been upgraded from the originally installed 1.5 HP units and pre-filter baskets have been installed. The pre-filter baskets require attention daily to remove solids.

The purpose of this assessment was to evaluate the system with its current issues and limitations and recommendations to get the system to a more functional level.

### Limitations

This report is based upon observations of the visible and apparent conditions of the electrical equipment during a limited visit; available as-built documentation; and prior maintenance or testing summaries furnished to our office during our onsite survey. While care has been taken in the reporting of the observations, the observations contained in this report are of a limited nature.

Design recommendations expressed are based on opinions of Alderson & Associates, Inc. and are not intended as a critique of the original engineering design. Factors affecting original design decisions, including budget limitations, construction constraints, and owner design input, are not reviewed.

### Condition Terms Used

Throughout the report, the terms *repair* and *replace* may be used to describe equipment. Where these terms are used, they are intended to be understood as follows. Equipment recommended to be repaired should be modified in place to account for the described system discrepancies. Equipment recommended to be replaced typically should be removed and replaced in its entirety.

### Observations

#### *Electric Utility*

The site is served by an overhead 1-phase installation provided by Austin Energy. The overhead line originates from the south, along Highway 290, where it branches off of an overhead 3-phase distribution line and continues past the lift station to serve the residential area.

The service pole houses the utility transformer and an area light. The utility transformer has two (2) service drops, feeding both the lift station and also into the adjacent residence. While located adjacent to the lift station area, the area light does not provide adequate lighting levels at the lift station itself. The service for the lift station is rated at 60A, 120/240V 1-phase.

Provisions are in place for a temporary roll-up generator to be brought on site in the event of an extended power outage. While the site experiences fairly regular power outages, this contingency has been utilized only once.

### *Pump Controller Cabinet and Area*

The controls for the lift station are housed in a standalone Nema -3R cabinet located adjacent to the well. Many of the components within the cabinet are original, however some have been replaced throughout the years due standard maintenance.

There is currently no cover structure over the controller and no area light located so as to directly provide maintenance light for the given area.

The local alarms, both audio and visual, are believed to be in working order, however the audio alarm has been disconnected. It is suspected that it was disconnected due to neighbor complaints from the adjacent residences.

The controller assembly is lacking any sort of surge protective device (SPD).

The assembly does not provide for any off-site diagnostic capabilities. In the event of alarm signal, maintenance personnel must travel to the site to diagnose the issues.

It was noted that the conduit seal-offs, going from the cabinet down to the well, do not have any seal off compound installed possibly allowing for the propagation of gases into the cabinet. The conduit entries into the control cabinet have been sealed, but it is unknown at what point this was done.

The controller assembly has experienced several nuisance issues which would be classified under standard maintenance. These issues include blown capacitors, blown relays, etc.

The controller assembly has experienced several nuisance issues which would not be classified under standard maintenance. These issues include tripping circuit breakers, tripping thermal overloads of contactors and blown fuses for the Chatterbox auto-dialer. These events appear to coincide with either large waste events, such as the solids clogging up the system, or weather events, such as electrical storms.

It should also be noted that the Chatterbox auto-dialer has officially been retired as of January 1, 2018. As such, maintenance and support should be expected to decrease.

### *Pump System*

The pump system consists of a standard duplex pump system, each pump rated at 2HP, 120/240V 1-phase. The system operates adequately so long as solids are not present in the line.

### **Conclusion/Recommendations**

It is recommended that the entire electrical system be replaced. It is expected that the pump system will be replaced by either a grinder pump system a chopper pump system. Either scenario is expected to have electrical implications that will require part or all of the controller to be replaced. Due to the age of the overall controller and the current issues that are inherent to the system, it is generally the best practice remove and replace the existing components. The final electrical requirements of the new system/controller will be directed by the pump system designer.

It is recommended that a surge protective device (SPD) be provided to mitigate any electrical anomalies that might affect the controller. The addition of an SPD would be expected to remove many of the nuisance maintenance issues of the current controller by better handling electrical anomalies due to weather events or the electric utility service.

It is recommended that a covered structure with associate lighting be provided for the installation. This would provide for better protection of the associated equipment and also better provide for the associated maintenance needs.

It is expected that revised pumps can be selected to operate on the existing 1-phase electrical utility. While an upgrade to the service equipment is expected to account for changes to the overall electrical requirements, the 1-phase utility line is expected to be adequate to meat the needs of the facility. No upgrade to the 1-phase overhead line is expected.

The facility, as it currently operates, is standalone with no SCADA controls to tie back into a headquarter facility. The addition of SCADA controls could be considered by the municipality as a means to perform remote monitoring and diagnostics.

## Opinion of Probable Costs

### Pump Replacement

Costs associated with the replacement of the standard pumps with grinder pumps. The installation would include the material and labor for demolishing old pumps and installing the new grinder pumps and associated control panel.

<i>Equipment</i>	<i>Cost</i>
(2) Grinder Pumps and Control Panel	\$39,500

### SCADA Controls

Costs associated with the addition of a SCADA control panel to the facility. The installation would include the material and labor for providing a new SCADA control panel and associated front end tie-in.

<i>Equipment</i>	<i>Cost</i>
SCADA Control Panel	\$30,000

### Electrical Service Upgrade

Costs associated with the renovation of the existing electrical service to account for the upgrade to the pumps and additional electrical improvements.

<i>Equipment</i>	<i>Cost</i>
Service mast, Panelboard, etc.	\$ 7,500

### Additional Area Lighting and Miscellaneous Power

Costs associated with the addition of new area lighting (either under canopy or standalone) and additional receptacles for maintenance.

<i>Equipment</i>	<i>Cost</i>
2 Condensing Units @ \$10,000/unit	\$ 2,500

COUNCIL MEETING DATE: AUGUST 4, 2020



## CITY COUNCIL AGENDA ITEM #10

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STAFF PREPARER/CONTACT INFORMATION: Carolyn Meredith  
Parks and Natural Resources Manager,  
cmeredith@sunsetvalley.org

COUNCIL SPONSOR: Mayor Cardona ([rcardona@sunsetvalley.org](mailto:rcardona@sunsetvalley.org)) / Administration

SUBJECT: INFRASTRUCTURE/PUBLIC WORKS

DESCRIPTION: Presentation with possible action for a plan forward with dates, timeline, and cost for "best case scenario" for the lift station.

BACKGROUND: The City of Sunset Valley maintains one lift station along Stearns Lane. This lift station was originally built in 1991. The lift station was not designed to adequately handle the type of waste that comes through the system. This includes the waste that comes from the commercial areas along HWY 290. The City has been discussing rehabilitating or retrofitting the station for a number of years.

The Public Works Department has been meeting with the City Engineers (Miller Gray) to discuss a scope of work to make changes to the lift station. The project proposal is attached. In the preliminary engineering phase, it is proposed to collect all relevant data, assess the facilities, conduct a flow analysis based on current and potential future usage, provide a cost estimate, and technical memorandum with recommendations for the rehabilitation of the lift station. Once these recommendations have been reviewed the project will then advance to final design and construction document preparation. The City Engineers will also provide project management through the course of the project. The projected timeline for this project would have the project begin construction in January of 2021. In the 2019-2020 Budget there was \$34,000 budgeted. There was a projection of \$221,685 in the 2020-2021 Budget according to the Utility Repair and Replacement planning document

APPLICABLE CODE SECTIONS: City of Sunset Valley Wastewater Standards and The Texas Commission on Environmental Quality Small Collection Systems.

FUNDING:

CURRENT YEAR FISCAL BUDGET				
ACCOUNT	BUDGET	ENCUMBERED	THIS ITEM	REMAINING
Utility Reserves- Water/Wastewater Repair and Replacement	Lift Station		34,000	
PRIOR YEAR FISCAL BUDGET(S)				
BUDGET YEAR	ACCOUNT	AMOUNT	TOTAL	NOTES

STAFF RECOMMENDATION: Approve the preliminary engineering study for the lift station.

SUPPORTING MATERIALS PROVIDED: YES

1. PRELIMINARY ENGINEERING PROPOSAL
2. PHOTOS
3. [UTILITY REPAIR AND REPLACEMENT BUDGET](#)



November 2, 2021

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

**Re: Project Close-Out Assistance - Task Order No. 5 – Amendment No. 1**

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present this Task Order Amendment to provide the City of Sunset Valley with project close-out assistance for the Police Station and Public Works Facility Project.

**Engineer's Scope of Work**

1. Act as the Owner's Representative for the remainder of the project.
2. Assist the City with remaining project close-out activities.
3. Assist the City in resolving any project close-out issues that arise.
4. Prepare brief monthly project status reports.

**Schedule**

FTEG will oversee the architect's and contractor's close-out activities, an effort requiring approximately four months.

**Compensation**

The City of Sunset Valley shall compensate the Engineer for the additional services described herein based on hourly Rates plus reimbursable expenses for an amount of \$15,000. FTEG's billings shall not exceed a total of \$30,000 for this project without authorization from the City of Sunset Valley. Refer to the fee summary below:

Original Task Order No. 5 =	\$15,000
Amendment No. 1 =	<u>\$15,000</u>
<b>Total =</b>	<b>\$30,000</b>

**Terms and Conditions**

Execution of this amendment by Client and Engineer shall make it subject to the terms and conditions of Task Order No. 5 and the GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING, dated September 11, 2020, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this task order signed by Client.

Should you have any questions or comments regarding this proposed task order, please do not hesitate to contact us.

Sincerely,



Thomas N. Turk, P.E.  
Principal

Authorization:

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City of Sunset Valley

Date



## CITY COUNCIL AGENDA ITEM #13

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**STAFF PREPARER:** Sylvia Carrillo, City Administrator, [scarrillo@sunsetvalley.org](mailto:scarrillo@sunsetvalley.org)

**SPONSOR:** Mayor Cardona, [rcardona@sunsetvalley.org](mailto:rcardona@sunsetvalley.org)

**SUBJECT:** ADMINISTRATION – RECEIVE RECOMMENDATION OF THE PUBLIC WORKS COMMITTEE INCLUDING PROJECTS COSTS; COUNCIL MAY ACT TO ADOPT ANY SUCH RECOMMENDATION, WITH OR WITHOUT MODIFICATION; AND MAY PROVIDE ADDITIONAL DIRECTION TO THE PUBLIC WORKS COMMITTEE AND/OR THE BUDGET AND FINANCE COMMITTEE.

**DESCRIPTION:** Presentation and review of Capital Improvement Projects as voted by the Public Works Committee and possible action to cancel or modify one or more such projects in light of diminished tax revenues. (Mayor Cardona/Administration)

A review and prioritization of the Public Works projects planned for FY 20 as discussed by the Public Works Committee on 4.23.2020.

**BACKGROUND:** On April 23, 2020, the Public Works Committee reviewed information related to projects planned for the FY 20 budget year. Their recommendations will allow staff and the Council to prioritize projects for completion and/or consideration. Project costs are estimates based on similar projects that have been completed, however, all costs are simply estimates, and may change once engineering is engaged.

Recent staff reductions will have minimal impact as City staff was not engaged to complete these projects, instead a 3<sup>rd</sup> party contractor, working directly with our 3<sup>rd</sup> party engineering firm is responsible for completion. Some project management will be maintained by existing supervisory staff. The expectation that the new engineering firm to be engaged on May 5<sup>th</sup>, becomes an extension of staff and can assist with the project management of each project.

### Scoring Criteria

After discussion with the staff on each project description, projects were scored using a 3-point system. Projects receiving 3 points ranked high, projects scoring 1 point scored low. A total of 5 Committee members submitted score sheets and included the Chair and Vice Chair. Staff did not score the sheets.

Projects that have had engineering expense and are ready for construction were scored higher and ranked in the top 3 of all of the projects.

Also, projects that were critical to health and safety received a higher score. For example, lift station upgrades is critical to keep our wastewater service to some section of the City operable.

**APPLICABLE CODE SECTIONS:** NA

**FUNDING:** All Funds

**STAFF RECOMMENDATION:** Review and approve the proposed projects; Allow Budget and Finance Review as necessary.

**SUPPORTING MATERIALS PROVIDED:** PROJECT SCORING SHEETS

JUNE 8, 2021



## CITY COUNCIL INFORMATION REQUEST

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**STAFF PREPARER:** J. Horry, Public Works Director

### **INFORMATION OR RESPONSE REQUESTED: CAPITAL IMPROVEMENT PLAN UPDATE**

**RESPONSE:** A draft of the Capital Improvement Plan has been completed. The plan is currently being reviewed by the Public Works and Planning and Environmental Committees. Once these committees have completed their reviews, the document will be brought to City Council to review. Once Council has accepted the plan this document will help to guide budgeting of future projects.

ADDITIONAL INFORMATION REQUESTED/BY: N/A

ACTION REQUIRED: N/A

SUPPORTING MATERIALS PROVIDED: YES-[DRAFT CIP](#)

DECEMBER 6, 2019



## AUTHORIZED FUNDING SOURCE

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**STAFF PREPARER/CONTACT INFORMATION:** Sylvia Carrillo, City Administrator  
Council Sponsor: Mayor Cardona

**SUBJECT:** SUNSET VALLEY RETENTION POND IMPROVEMENTS – BUDGETED FUNDS

The Sunset Valley Annual Budget for FY 19/20 was approved in September 2019. The budget included funding for Capital Improvement Projects (CIP) to include the cost share of the mitigation project grant should funds be awarded. (see attached cost breakout of approved projects)

**5 Year CIP Schedule**  
**FY 19/20 - FY23/24**

Division/Funding Source	CIP Projects	18/19	1	2	3	4	5	5 Year Total
<b>Streets</b>		18/19	19/20	20/21	21/22	22/23	23/24	
Street Tax	(1) Oakdale Curb Stabilization (Overlay & Drainage)	\$ 225,000	\$ 318,000				\$ 1,834,000	
Street Tax	(2) Lone Oak Trail Improvements (Overlay&Drainage)							
Street Tax	Pillow Overlay		\$ 62,347					
Drainage Utility/Street	Pillow Phase II	\$ -	\$ 55,000	\$ 250,000				
Street Tax	(3) Sunset Trail Improvements (Overlay&Drainage)	\$ 270,000	\$ 368,318				\$ 1,025,000	
Street Tax	Jones Overlay			\$ 681,842				
Street Tax	Brodie Lane Overlay							
Street Tax	(4) ERW Bridge and Conc Repair	\$ 588,877						
Street Tax	ERW North Asphalt Overlay		\$ 195,343					
Street Tax	(5) Home Depot Concrete Maint	\$ 245,572						
Street Tax	Reese Overlay				\$ 172,793			
Street Tax	MSG Horrigan Overlay					\$ 232,473		
Street Tax	(6) Crack Seal (no project sheet)	\$ 82,739	\$ 94,254	\$ 87,888	\$ 121,017	\$ 111,888		
	<b>Total</b>	<b>\$ 1,142,188</b>	<b>\$ 682,254</b>	<b>\$ 768,896</b>	<b>\$ 1,052,859</b>	<b>\$ 517,154</b>	<b>\$ 2,859,000</b>	<b>\$ 5,880,163</b>
<b>Water</b>								
Reserves	Water Plant Tank Repair					\$ 166,108		
Reserves	Market Fair 12" Replacement							
Reserves	Sunset Trail Water Imp		\$ 155,000				\$ 391,780	
Reserves	Lone Oak Hydrant		\$ 25,000				\$ 177,431	
Reserves	Country White Line Extension			\$ 316,693				
Reserves	Jones Road/AISD Meters Conversion	\$ 133,690						
Reserves	Brodie Line Extension							
Reserves	Stearns Line Extension			\$ 595,382				
Reserves	Vaults/Backflows	\$ 50,000	\$ 50,000	\$ 50,000	\$ 20,000	\$ 20,000	\$ 20,000	
	<b>Total</b>	<b>\$ 183,690</b>	<b>\$ 475,975</b>	<b>\$ 962,075</b>	<b>\$ 20,000</b>	<b>\$ 186,108</b>	<b>\$ 589,211</b>	<b>\$ 2,233,369</b>
<b>Wastewater</b>								
Green Tax	Country White Extension			\$ 170,530				
Reserves	Lone Oak line Replacement		\$ 20,000				\$ 455,240	
Reserves	Lift Station Upgrades		\$ 34,000					
Reserves	Stearns ETJ Extension			\$ 156,762				
Reserves	Lift Station Force Main Improvements				\$ 76,000			
Reserves	Hwy 290 West Replacement			\$ 25,000				
	<b>Total</b>	<b>\$ 0</b>	<b>\$ 54,000</b>	<b>\$ 352,292</b>	<b>\$ -</b>	<b>\$ 76,000</b>	<b>\$ 455,240</b>	<b>\$ 937,532</b>

**5 Year CIP Schedule**  
**FY 19/20 - FY23/24**

Division/Funding Source	CIP Projects		1	2	3	4	5	5 Year Total
<b>Drainage/Environmental</b>								
Drainage Utility Fund	Dam Repairs (no project sheet)		\$ 95,000					
Drainage Utility Fund	Sunset Drainage Swale		\$ -	\$ 70,000				
Drainage Utility Fund	Pillow Phase II			\$ 55,000				
Drainage Utility Fund	Ernest Robles Way Water Quality Pond		\$ 30,000					
Green Tax	Brodie Haz Mat Trap Maint	\$ 110,000						
Green Tax	Lovegrass Pond & Drainage	\$ 45,000	\$ 60,000					
Green Tax	Valley Creek Park Gabion	\$ 25,000	\$ 25,000					
Green Tax	Upper Cougar Creek Trail Greenbelt WQ Connection		\$ 30,000	\$ 30,000				
General Fund	Upper Cougar Creek Trail Connection		\$ 80,000					
General Fund	34 Reese Improvements	\$ 9,500	\$ 55,000					
General Fund	Burger Center Trail Loop	\$ -	\$ -	\$ 35,000				
	<b>Total</b>	<b>\$ 189,500</b>	<b>\$ 375,000</b>	<b>\$ 190,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 565,000</b>
	<b>Total CIP</b>	<b>\$ 1,515,378</b>	<b>\$ 1,587,229</b>	<b>\$ 2,273,263</b>	<b>\$ 1,072,859</b>	<b>\$ 779,262</b>	<b>\$ 3,903,451</b>	<b>\$ 9,616,064</b>
Mayor's Budget 8/12/2019								



## CITY COUNCIL AGENDA ITEM #11

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STAFF PREPARER/CONTACT INFORMATION: Sylvia Carrillo, City Administrator  
[scarrillo@sunsetvalley.org](mailto:scarrillo@sunsetvalley.org)

COUNCIL SPONSOR: Council Members Ellett and Reetz

SUBJECT: ADMINISTRATION/PLANNING

DESCRIPTION: Presentation, Council deliberation and possible action regarding a potential future development plan for the area known as the Homestead.

BACKGROUND: The area known as the Homestead was part of an agreement with the Weaver Family. The acres were deeded to the City on February 17, 1998 with conditions. Among the conditions are that the property may only be "used for for non-profit conservation, water quality, flood control and landscaping purposes only, and there shall be no construction permitted on the Property by Grantee, its successors and assigns, except such limited construction as may be required for such conservation, water quality, flood control and landscaping purposes; provided, however, nothing herein shall be deemed to limit the rights of Grantor, its successors and assigns, to utilize the easements expressly reserved herein."

The easements discussed are for drainage.

This is a prime area to become a focal point and asset for Sunset Valley. Similar floodway areas such as Buffalo Bayou in Houston and other areas across the country have used floodway areas, typically underutilized and restricted for development to create natural parks and gathering spaces for the public. The Federal Emergency Management Association (FEMA) who regulates floodways, encourages this type of use to prevent further development of sensitive areas.

This item would direct staff to explore costs to develop plans similar to the plan presented below. Although the existing pond belongs to the adjacent shopping center, it contains a potential learning zone. The City could approach the center and enter into an agreement to allow this area to be incorporated into the overall plan.

The round bollards serve a dual purpose in that they are art as well as pedestrian protection. Also as art is the word "LISTEN". Buffalo Bayou has several terms throughout such as "listen", "engage", and others. It is made of marine grade materials used in boat bumpers and has little maintenance in the event of a flood.

That area is also out of the Homestead deed and can have a shade structure or play structure on it to attract visitors who shop in the centers.

Lastly, the area would be enhanced with a natural berm around the flood way that could serve as seating for outdoor events in the future.



APPLICABLE CODE SECTIONS: Sunset Valley Financial Services

FUNDING:

CURRENT YEAR FISCAL BUDGET				
ACCOUNT	BUDGET	BUDGETED	THIS ITEM	REMAINING
01-01-7195	FY 19-20	30,000	30,000	0

STAFF RECOMMENDATION:

SUPPORTING MATERIALS PROVIDED: YES – HOMESTEAD DEED AND AERIAL PHOTOS

04  
110257WL  
04-081900102-0000

## FILM CODE

31. 89

## SPECIAL WARRANTY DEED

00005695960

36

STATE OF TEXAS §  
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT J. D. WEAVER FAMILY LIMITED PARTNERSHIP, a Texas family limited partnership (referred to herein as the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration in hand paid by THE CITY OF SUNSET VALLEY, a municipality organized under the laws of the State of Texas (referred to herein as the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee approximately 6.87 acres of real property (including any improvements thereon) situated in Travis County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), together with all and singular the rights and appurtenances in anywise belonging thereto.

THIS CONVEYANCE IS EXPRESSLY MADE AND ACCEPTED SUBJECT TO (a) all matters visible or apparent on the ground that a true, correct and current survey would reveal, (b) all valid and subsisting easements, restrictions, reservations, covenants, conditions and other matters relating to the Property, to the extent that the same are valid and enforceable against the Property, as the same are shown by instruments filed of record in the Office of the County Clerk of Travis County, Texas, (c) the easements expressly reserved herein and (d) the following restrictions on the future use of the Property (the "Restrictive Covenants"): the Property may be used for non-profit conservation, water quality, flood control and landscaping purposes only, and there shall be no construction permitted on the Property by Grantee, its successors and assigns, except such limited construction as may be required for such conservation, water quality, flood control and landscaping purposes; provided, however, nothing herein shall be deemed to limit the rights of Grantor, its successors and assigns, to utilize the easements expressly reserved herein.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances in anywise belonging thereto, subject as aforesaid, unto Grantee, and Grantee's successors and assigns, forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Grantor expressly reserves herein for Grantor, its successors and assigns, easements in such locations as may hereafter be designated by Grantor, its successors and assigns, and agreed to by Grantee, its successors and assigns, to install and maintain utilities and stormwater drainage facilities on or crossing the Property.

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

The terms, provisions, covenants and restrictions set forth in and created under this deed shall run with the land and bind Grantor and Grantee and their respective successors and assigns, including, without limitation, any person or party who subsequently acquires an interest in the Property, or any portion thereof. Enforcement of the provisions, covenants and restrictions set forth herein may be by Grantor or Grantee, as appropriate, or any owner of all or a portion of the property known as "Sunset Valley Village," an approximately 280.5 acre tract of land more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes, and their respective successors and assigns, by a proceeding at law or in equity against Grantor or Grantee or other person(s) or entity(ies) violating or attempting to violate them, and failure to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should any party entitled to enforce the provisions of this deed as aforesaid bring suit against any other party, person(s) or entity(ies) for the enforcement of any of the provisions hereof, the prevailing party(ies) shall be entitled to recover from the non-prevailing party(ies) its/their court costs, together with reasonable attorneys' fees and other legal expenses.

To Grantor's knowledge, no physical condition exists on or under the Property which would make the Property unsuitable for Grantee's intended use. Without limiting the foregoing, Grantor has not made, does not make and hereby specifically disclaims any representations or warranties, whether express, implied, statutory or otherwise, concerning the physical condition of the Property, and Grantee hereby purchases and accepts the same AS IS, WHERE IS, AND WITH ALL FAULTS, without warranty of habitability, merchantability, suitability for a particular purpose, or any other warranty of any kind or nature whatsoever (except for the express warranty set forth above and the warranty of title set forth herein).

Grantee, by its acceptance hereof, covenants and agrees to use the Property only for those uses permitted by the Restrictive Covenants. Without modifying or limiting any other terms herein, in the event that Grantee violates the foregoing covenant and, strictly as a result thereof, ad valorem taxes on the Property become due and owing for the year in which this deed is effective or prior years due to changes in land usage or ownership, Grantee assumes payment of such ad valorem taxes.

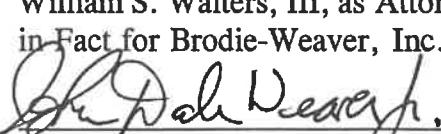
EXECUTED this 17 day of <sup>FEBRUARY</sup> January, 1998.

GRANTOR:

J. D. WEAVER FAMILY LIMITED  
PARTNERSHIP, a Texas family limited partnership

By: Brodie-Weaver, Inc.,  
General Partner

By:   
William S. Walters, III, as Attorney-  
in-Fact for Brodie-Weaver, Inc.

By:   
John Dale Weaver, Jr., President

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

**GRANTEE:**

**CITY OF SUNSET VALLEY,  
a municipality organized under the laws of the State  
of Texas**

By: *Michael C. Francis*  
(Name - Printed or Typed)  
Its: MICHAEL C. FRANCIS  
MAYOR

ADDRESS OF GRANTEE:

City of Sunset Valley  
Municipal Building  
Jones Road and 2 Lone Oak Trail  
Austin, Texas 78745

AFTER RECORDING, PLEASE RETURN TO:

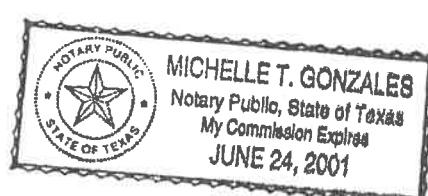
W. Thomas Buckle, Esq.  
Scanlan, Buckle & Young, P.C.  
602 West 11th Street  
Austin, Texas 78701-2099

STATE OF TEXAS  
COUNTY OF TRAVIS

february

This instrument was acknowledged before me on this the 17<sup>th</sup> day of January, 1998, by  
William S. Walters, III, as Attorney-in-Fact for Brodie-Weaver, Inc., general partner of J. D.  
Weaver Family Limited Partnership, a Texas family limited partnership, on behalf of said  
limited partnership.

Michelle S. Gonzales  
Notary Public, State of Texas



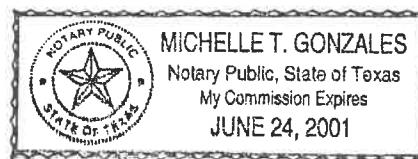
REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS §  
COUNTY OF TRAVIS §

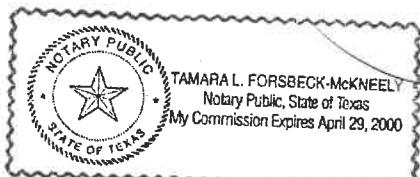
This instrument was acknowledged before me on this the 17<sup>th</sup> day of January, 1998, by John Dale Weaver, Jr., as President of Brodie-Weaver, Inc., general partner of J. D. Weaver Family Limited Partnership, a Texas family limited partnership, on behalf of said limited partnership.

Minerva J. Gonzales  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF TRAVIS



This instrument was acknowledged before me on this the 26 day of <sup>February</sup> ~~January~~, 1998, by  
MICHAEL C. FRANCIS, MAYOR of the City of Sunset Valley, a  
municipality existing under the laws of the State of Texas, on behalf of said municipality.



  
Linda D. Beck

## Exhibits:

**"A" - Description of Property**  
**"B" - Description of Sunset Valley Village**

6.872 ACRES  
LOT 2, BLOCK "A"  
SUNSET VALLEY VILLAGE

FN NO. 98-006 (JCF)  
JANUARY 8, 1998  
BPI JOB NO. 579-09.92

**DESCRIPTION**

OF 6.872 ACRES OF LAND OUT OF THE THEODORE BISSELL SURVEY NO. 18 SITUATED IN TRAVIS COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 280.5 ACRES OF LAND CONVEYED TO J.D. WEAVER FAMILY LIMITED PARTNERSHIP BY DEED OF RECORD IN VOLUME 12345, PAGE 1715 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 6.872 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2 inch iron rod found, being the northwesterly corner of a said 280.5 acre J.D. Weaver Family Limited Partnership Tract, at the intersection of the southeasterly right-of-way cut-back corner of Brodie Lane (R.O.W. varies) and U.S. Highway 290 (R.O.W. varies) with the southerly line of Jones Road (60' R.O.W.);

**THENCE**, along the easterly line of Brodie Lane being the westerly line of said 280.5 acres, the following three (3) courses and distances:

- 1) S65°26'53"W, a distance of 89.20 feet to a 1/2 inch iron rod found;
- 2) S28°59'31"W, a distance of 498.23 feet to a 1/2 inch iron rod found;
- 3) S28°28'47"W, a distance of 220.23 to the **POINT OF BEGINNING**, and northwesterly corner hereof;

**THENCE**, leaving the easterly line of Brodie Lane, along the northerly line hereof, over and across said 280.5 acres, the following fourteen (14) courses and distances:

- 1) S49°12'23"E, a distance of 330.00 feet to an angle point;
- 2) N04°27'51"E, a distance of 126.00 feet to an angle point;
- 3) S48°32'55"E, a distance of 122.00 feet to an angle point;
- 4) S32°14'44"W, a distance of 96.00 feet to an angle point;
- 5) S46°26'08"E, a distance of 84.00 feet to an angle point;
- 6) N00°08'14"W, a distance of 68.00 feet to an angle point;
- 7) N81°38'51"E, a distance of 28.00 feet to an angle point;
- 8) S32°02'05"E, a distance of 56.00 feet to an angle point;
- 9) S12°40'23"E, a distance of 48.00 feet to an angle point;
- 10) N84°17'11"E, a distance of 26.00 feet to an angle point;
- 11) N24°39'56"E, a distance of 53.00 feet to an angle point;

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REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS  
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- 12) S49°49'51"E, a distance of 120.00 feet to an angle point;
- 13) S24°21'51"E, a distance of 280.00 feet to an angle point;
- 14) S35°18'51"E, a distance of 233.00 feet to a point for the southeasterly corner hereof, from which a 1/2 inch iron rod found in the northerly line of a 110 feet wide Proposed Roadway "B" bears N74°01'40"E, a distance of 78.82 feet;

**THENCE**, S74°01'40"W, continuing over and across said 280.5 acre tract, along the northerly line of said 110 feet wide Proposed Roadway "B", being the southerly line hereof, a distance of 320.86 feet to a 1/2 inch iron rod found being the most southerly corner of Lot 2, Block "F", Sunset Valley Subdivision Section Two, of record in Book 98, Page 341, of the Plat Records of Travis County, Texas;

**THENCE**, leaving the northerly line of said 110 feet wide Proposed Roadway "B", along the northerly line of said Lot 2, Block "F", over and across said 280.5 acres, the following three (3) courses and distances:

- 1) N55°36'57"W, a distance of 116.00 feet to a 1/2 inch iron rod found;
- 2) N27°43'01"W, a distance of 430.00 feet to a 1/2 inch iron rod found;
- 3) N49°27'52"W, a distance of 410.00 feet to a 1/2 inch iron rod found in the easterly line of Brodie Lane, being the westerly line of said 280.5 acre tract for the southwesterly corner hereof, same being the northwesterly corner of said Lot 2, Block "F", from which a 1/2 inch iron rod found being the southwesterly corner of said Lot 2, Block "F", bears S28°28'47"W, a distance of 278.48 feet;

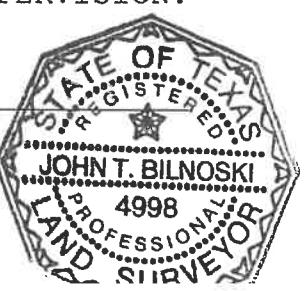
**THENCE**, N28°28'47"E, along the easterly line of Brodie Lane, same being the westerly line hereof, a distance of 204.29 feet to the **POINT OF BEGINNING**, containing an area 6.872 acres (299,332 sq. ft.) of land, more or less, within these metes and bounds.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

BURY & PITTMAN, INC.  
ENGINEERS-SURVEYORS  
3345 BEE CAVE ROAD  
SUITE 200  
AUSTIN, TEXAS 78746

JOHN T. BILNOSKI, R.P.L.S.  
REAL PROPERTY RECORDS  
TRANSACTIONS OF TEXAS

13134 1001



280.5 ACRES  
CHARLOTTE WEAVER  
JOHN DALE WEAVER

FN. NO. 93-247 (PTR)  
JANUARY 4, 1994  
BPI JOB NO. 579-01.99

DESCRIPTION

OF A 280.5 ACRE TRACT OR PARCEL OF LAND OUT OF AND PART OF THE THEODORE BISSELL SURVEY NO. 18, SITUATED IN THE CITY OF SUNSET VALLEY, TRAVIS COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 280 ACRES CONVEYED TO CHARLOTTE WEAVER BY DEED OF RECORD IN VOLUME 774, PAGE 569 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND THE REMAINDER OF 2.16 ACRES CONVEYED TO JOHN DALE WEAVER BY DEED OF RECORD IN VOLUME 3709, PAGE 1846 OF SAID REAL PROPERTY RECORDS, SAID 280.5 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the most westerly northwest corner of said Charlotte Weaver tract, same being the intersection of the east line of Brodie Lane (R.O.W. varies) and the south line of U.S. Highway 290 (R.O.W. varies), for the most westerly, northwest corner of the herein described tract;

THENCE, N65°26'53"E, leaving the east line of Brodie Lane, along the south line of U.S. Highway 290, a distance of 89.20 feet to a 1/2 inch iron rod set at the intersection of the south line of U.S. Highway 290 and the south line of Jones Road (60' R.O.W.), same being the north line of said Charlotte Weaver tract, for the most easterly northwest corner of the herein described tract;

THENCE, along the south line of Jones Road, same being the north line of said Charlotte Weaver tract, the following three (3) courses and distances:

- 1) S61°26'36"E, a distance of 1984.36 feet to a fence post found for an angle point;
- 2) S56°23'13"E, a distance of 229.43 feet to a fence post found for an angle point;
- 3) S61°45'27"E, a distance of 610.56 feet to a 1/2 inch iron rod found for the northeasterly corner of said Charlotte Weaver Tract, same being the northwesterly corner of the 3.00 acre tract conveyed to the City of Sunset Valley by Deed of Record in Volume 3610, Page 589 of said Real Property Records;

THENCE, S27°57'11"W, leaving the south line of Jones Road, along the east line of said Charlotte Weaver Tract, same being the west line of said City of Sunset Valley Tract, a distance of 502.20 feet to a 1/2 inch iron rod found at the southwesterly corner of said City of Sunset Valley Tract, same being the northwesterly corner of Huebner Estates, a subdivision of record in Book 80, Page 6, of the Plat Records of Travis County, Texas;

THENCE, S28°02'41"W, continuing along the easterly line of said Charlotte Weaver Tract, same being the westerly line of said Huebner Estates, a distance of 342.17 feet to a 1/2 inch iron rod found at the southwesterly corner of said Huebner Estates, same being the northwesterly corner of Lot 1 Sunset Oaks, a subdivision of record in Book 85, Page 28D of said Plat Records;

THENCE, continuing along the easterly line of said Charlotte Weaver Tract, same being the westerly line of said Sunset Oaks, the following three (3) courses and distances:

- 1) S27°55'41"W, passing at a distance of 839.69 feet a 1/2 inch iron rod found for the southwesterly corner of Lot 7 Sunset Oaks, and continuing for a total distance of 999.69 feet to a 1/2 inch iron rod set for the southwesterly corner of Lot 8, Sunset Oaks;
- 2) S27°55'27"W, passing at a distance of 1118.59 feet a 60-d nail found in a tree stump, at the apparent southwesterly corner of Lot 15 Sunset Oaks, and continuing for a total distance of 1264.07 feet to a 1/2 inch iron rod found for an angle point of Lot 16 Sunset Oaks;

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3) S27°50'34"W, a distance of 520.44 feet to a 1/2 inch iron rod found at the southwesterly corner of said Lot 16 for an interior ell corner hereof;

THENCE, S47°46'39"E, along the southerly line of said Lot 16, a distance of 199.91 feet to a 1/2 inch iron rod found for an angle point;

THENCE, S82°01'49"E, passing at a distance of 49.06 feet, a 1/2 inch iron rod found at the southeasterly corner of said Lot 16, same being the southwesterly corner of Lone Oak Trail Right of Way, (55' R.O.W.), and continuing for a total distance of 144.59 feet to an iron pipe found in concrete in the southerly line of that certain tract conveyed to Anita Elizabeth Fowler by deed of record in Volume 10833, Page 19 of said Real Property Records, same being the northwesterly corner of that 45.299 acre tract conveyed to Scott Yong W. Choi and Yong B. Choi by Deed of Record in Volume 11812, Page 1665 of said Real Property Records;

THENCE, S42°13'56"W, along the westerly line of said 45.299 acre tract, same being the southernmost, easterly line of said Charlotte Weaver Tract, a distance of 454.40 feet to a 1/2 inch iron rod found for the southernmost, southeasterly corner of the herein described tract;

THENCE, N69°42'01"W, along the southerly line of said Charlotte Weaver Tract, same being the westerly, north line of said 45.299 acres and the northerly line of that 4.35 acres conveyed to Beverly Nance by Deed of Record in Volume 2404, Page 84 of said Real Property Records, for a distance of 359.24 feet to an iron pipe found in concrete at the northeasterly corner of that tract conveyed to Burford L. Westlund and wife, Dorothy Ann Westlund by Deed of Record in Volume 2433, Page 23 of said Real Property Records;

THENCE, N62°31'06"W, continuing along the southerly line of said Charlotte Weaver Tract, same being the northerly line of said Westlund Tract, a distance of 290.25 feet to a fence post found for the northwesterly corner of said Westlund Tract, same being the northeasterly corner of that 5.0 acre tract conveyed to Edgar Lind and wife, Ima Lee Lind by Deed of Record in Volume 995, Page 288 of said Real Property Records;

THENCE, N61°42'07"W, continuing along the southerly line of said Charlotte Weaver Tract, same being the northerly line of said Lind Tract, a distance of 251.24 feet to a 1/2 inch iron rod found at the northwesterly corner of said Lind Tract, same being the northeasterly corner of Lot 4 Follis Acres, a subdivision of record in Book 81, Page 177 of said Plat Records;

THENCE, N62°11'53"W, continuing along the southerly line of said Charlotte Weaver Tract, same being the north line of said Lot 4, a distance of 213.45 feet to a 1/2 inch iron rod found at the northwesterly corner of said Lot 4, same being the northeasterly corner of that 4.48 acres conveyed to Lelah B. Kleas by Deed of Record in Volume 6463, Page 1365 of said Real Property Records;

THENCE, N62°06'46"W, continuing along the southerly line of said Charlotte Weaver Tract, same being the northerly line of said Lelah B. Kleas Tract and also continuing along the northerly line of that 4.48 acre tract conveyed to Philip L. Kleas and wife, Lelah B. Kleas by Deed of Record in Volume 5469, Page 1740 of said Real Property Records, a distance of 473.79 feet to a 1/2 inch iron rod found at the northwesterly corner of said Philip L. Kleas Tract, same being the northeasterly corner of that 3.363 acre tract conveyed to Michael Earl Warnken and wife, Carolyn Warnken by Deed of Record in Volume 6059, Page 1544 of said Real Property Records;

THENCE, N62°16'27"W, continuing along the southerly line of said Charlotte Weaver Tract and also into the southerly line of said John Dale Weaver Tract, same being the northerly line of said

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Warnken Tract, a distance of 436.46 feet to a fence post found for the northwesterly corner of said Warnken Tract, same being the northeasterly corner of that 7.45 acres conveyed to Earl R. Chase and wife, Eva K. Chase by Deed of Record in Volume 1537, Page 200 of said Real Property Records;

THENCE, along the southerly line of said John Dale Weaver Tract,  
same being the northerly line of said Chase Tract, the following  
two (2) courses and distances:

1) N60°03'02"W, a distance of 47.77 feet to a fence post found for an angle point;

2) N73°12'01"W, a distance of 243.84 feet to a 1/2 inch iron rod found in concrete for the northwesterly corner of said Chase Tract, same being the northeasterly corner of that 5.362 acre tract conveyed to the Behren's Family Trust by Deed of Record in Volume 10917, Page 197 of said Real Property Records;

THENCE, continuing along the southerly line of said John Dale Weaver Tract, same being the northerly line of said Behren's Family Tract, the following two (2) courses and distances:

- 1) N72°27'12"W, a distance of 136.65 feet to an elm tree found for an angle point;
- 2) N66°50'32"W, a distance of 699.64 feet to a fence post found in the easterly line of Brodie Lane, for the northwesterly corner of said Behren's Family Tract, same being the southwesterly corner of said John Dale Weaver Tract, also being the most southwesterly corner of the herein described tract;

THENCE, N28°28'47"E, along the easterly line of Brodie Lane, same being the westerly line of said John Dale Weaver Tract, passing at an approximate distance of 145 feet the apparent northerly deed line of said John Dale Weaver Tract, and continuing along the westerly line of said Charlotte Weaver Tract for a total distance of 3726.88 feet to a 1/2 inch iron rod found for an angle point;

THENCE, N28°59'31"E, continuing along the westerly line of said Charlotte Weaver Tract, same being the easterly line of Brodie Lane, a distance of 498.23 feet to the POINT OF BEGINNING, containing an area of 280.5 acres of land, more or less, within these metes and bounds.

THAT I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 4TH  
DAY OF JANUARY, 1994. A.D.

BURY & PITTMAN, INC.  
ENGINEERS-SURVEYORS  
3345 BEE CAVE ROAD, SUITE 200  
AUSTIN, TEXAS 78746

JOHN T. BILNOSH  
NO. 4998  
STATE OF TEXAS

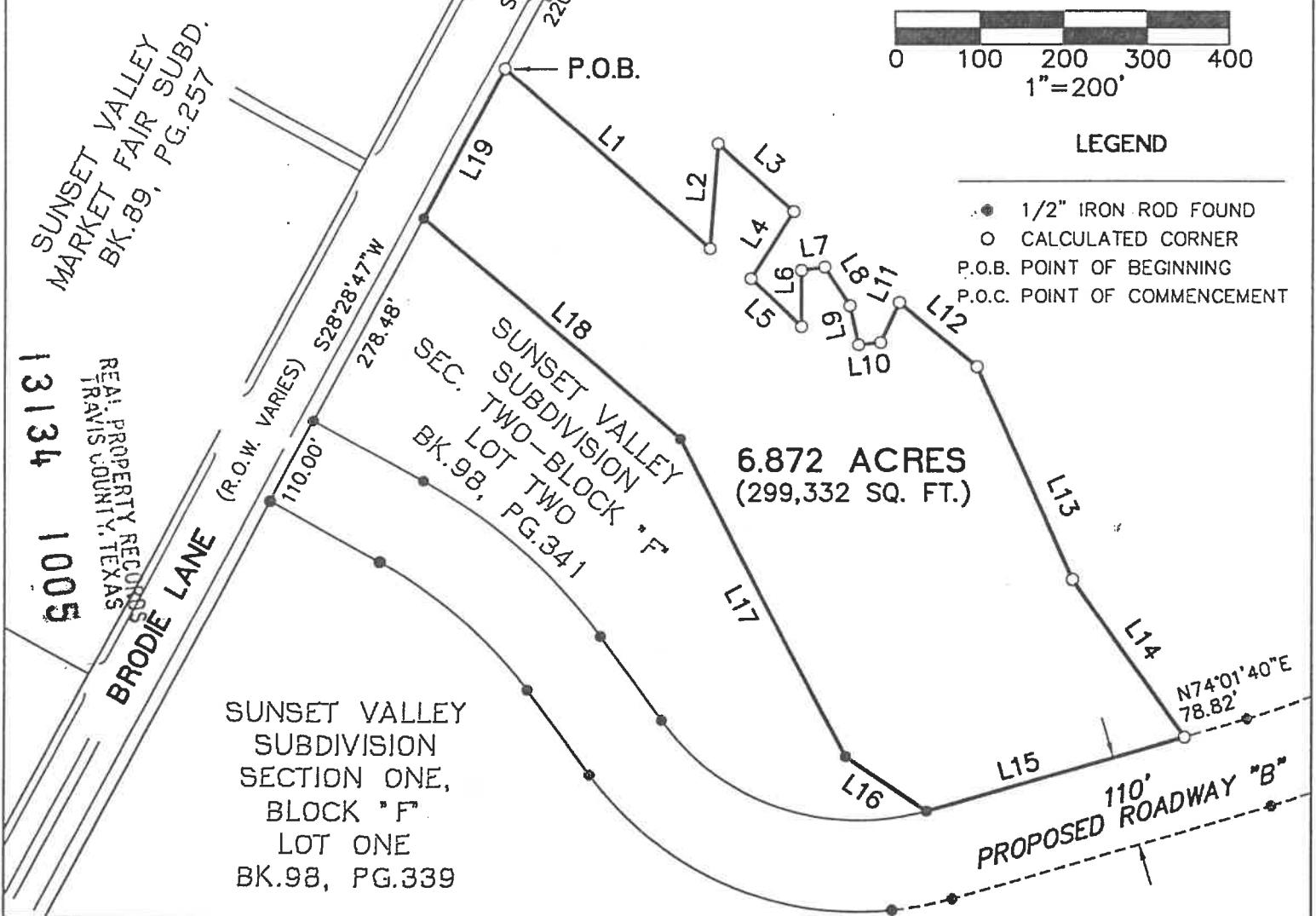
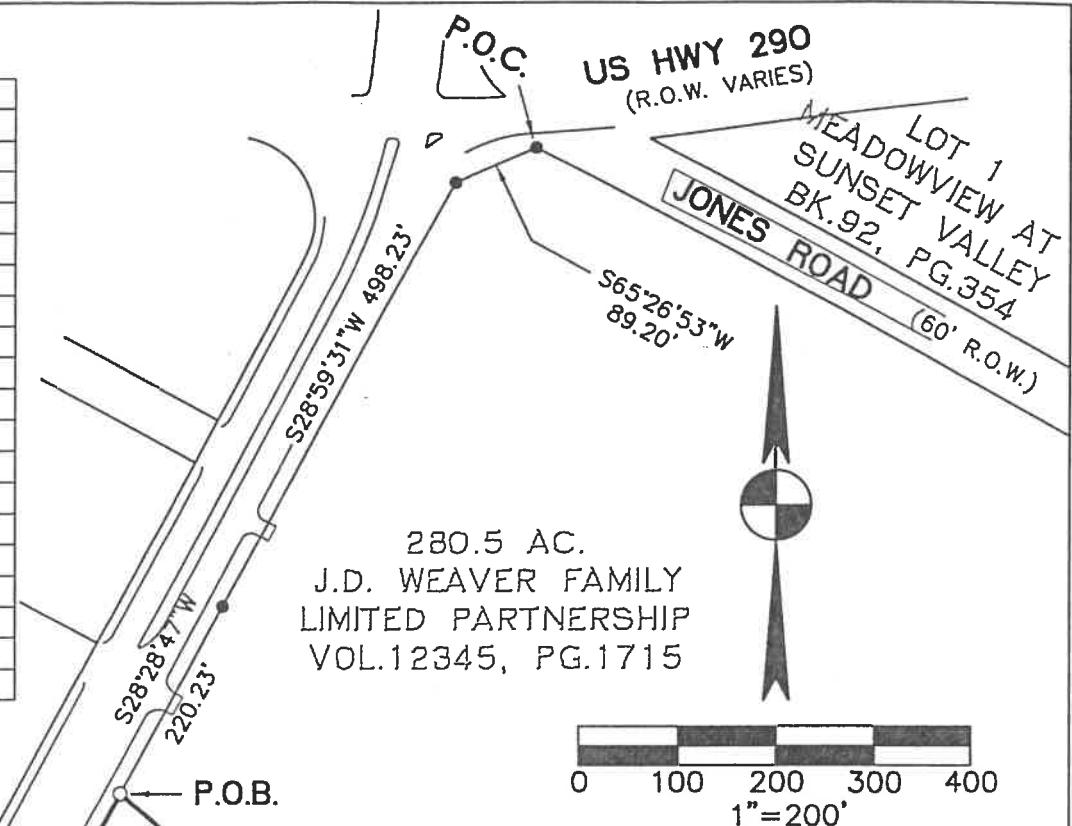


REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

13134 1004

LINE TABLE

No.	Bearing	Distance
L1	S49°12'23"E	330.00'
L2	N04°27'51"E	126.00'
L3	S48°32'55"E	122.00'
L4	S32°14'44"W	96.00'
L5	S46°26'08"E	84.00'
L6	N00°08'14"W	68.00'
L7	N81°38'51"E	28.00'
L8	S32°02'05"E	56.00'
L9	S12°40'23"E	48.00'
L10	N84°17'11"E	26.00'
L11	N24°39'56"E	53.00'
L12	S49°49'51"E	120.00'
L13	S24°21'51"E	280.00'
L14	S35°18'51"E	233.00'
L15	S74°01'40"W	320.86'
L16	N55°36'57"W	116.00'
L17	N27°43'01"W	430.00'
L18	N49°27'52"W	410.00'
L19	N28°28'47"E	204.29'



**b** Bury+Pittman, Inc.  
Consulting Engineers and Surveyors  
Austin, Texas Tel 512/328-0011 Fax 512/328-0325  
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SKETCH TO ACCOMPANY DESCRIPTION

OF 6.872 ACRES OF LAND, BEING A PORTION OF 280.5 ACRES J.D. WEAVER FAMILY LIMITED PARTNERSHIP OF RECORD IN VOLUME 12345, PAGE 1715, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

SUNSET VALLEY  
VILLAGE



The area known as the Homestead is in a designated floodway (meaning, it WILL flood, not MAY) and an area used for greenspace. However, there are creative uses for floodway areas. FEMA encourages greenspace uses for these areas. In addition, the area is limited by deed restrictions on the property. The deed restrictions on the property state that ..." the Property may be used for non-profit conservation, water quality, flood control, and landscaping purposes only, and there shall be no construction permitted on the property by grantee, its successors and assigns, except in such limited construction as may be required for such conservation, water quality, flood control, and landscaping purposes..."

## Art

The single word thoughts – **Explore, Pause, Reflect, Listen, Emerge, and Observe** – are placed at ground level in unexpected areas along the new bayou-side Kinder Footpaths. The four-foot-tall sculptures feature turn-of-the century capital serif type and are crafted from 4" high density polyethylene (high-grade plastic), a material used in marine dock bumpers. The public art project was commissioned by [Buffalo Bayou Partnership](#), through [Houston Arts Alliance](#).

<https://buffalobayou.org/monumental-moments-new-public-art-installed/> -

Bollards – Decorative and can be an art project or involve the school, or even educational

## Nature

Butterfly garden – natural habitat

Ducks – enhance the pond where this is occurring naturally

## Walking/Seating/Cover

Walkways are used – expand wayfinding signs

Natural sitting areas not obstructing the flow of water

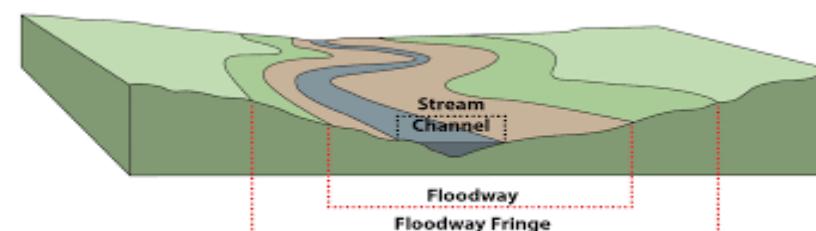
Canvas style poles which are easily removed and installed

Solar lighting

## Items to Consider

1. Requirements for Development in the Floodway Once a community has adopted a floodway, it must prohibit development in the floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed using standard engineering practice that the development will not result in any increase in flood levels during the base flood. FEMA defines "any" as meaning a zero increase (greater than 0.00 feet). This analysis is usually called a "no-rise" or "zero-rise" analysis and results in a "no-rise" or "zero-rise" certification by a qualified register professional engineer.

*44CFR 60.3(d)(3): Prohibit encroachments in the floodway, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during occurrence of the base flood discharge.*



2. Appropriate uses of floodways There are a number of economic uses that can be conducted in floodways that do not impact flood stages. Where possible these uses should be encouraged. • Agriculture and forestry uses that do not involve buildings or use of fill. • Back yards, lawns, gardens, parking areas and play areas. Often subdivisions can be designed so that there are building sites on each lot that are outside of the floodplain or at least the floodway and that all floodway areas are preserved. • Private or public open space and recreation uses such as golf courses, campgrounds, picnic grounds, boat launching ramps, wildlife and nature reserves, and similar uses. When in public ownership, floodways can provide corridors for trail systems for hiking, jogging, biking, or horse-back riding. Often these uses enhance the value of adjoining properties. • Industrial and commercial uses such as parking lots and loading areas and airport landing strips for light airplanes that do not involve buildings or use of fill. If these uses require fill or construction of buildings, the developer will have to demonstrate that the use will cause no rise in flood stages. Some of these uses such as campgrounds or parking lots may not be suitable for areas subject to flash floods or areas that flood frequently.

[https://www.fema.gov/media-library-data/1578062957793-0274cb6a7a3801a07a3db7916e64e80d/FloodwayAnalysis\\_and\\_Mapping\\_Nov\\_2019.pdf](https://www.fema.gov/media-library-data/1578062957793-0274cb6a7a3801a07a3db7916e64e80d/FloodwayAnalysis_and_Mapping_Nov_2019.pdf)

3. Electrical can be mitigated with Solar or will need to have electrical installed as part of landscaping improvements.

4. Any gathering space will need restrooms. We can't build a structure there so will need a contract for temporary restrooms during any event.

5. Art can be considered landscaping improvements.

Aerial view of the area



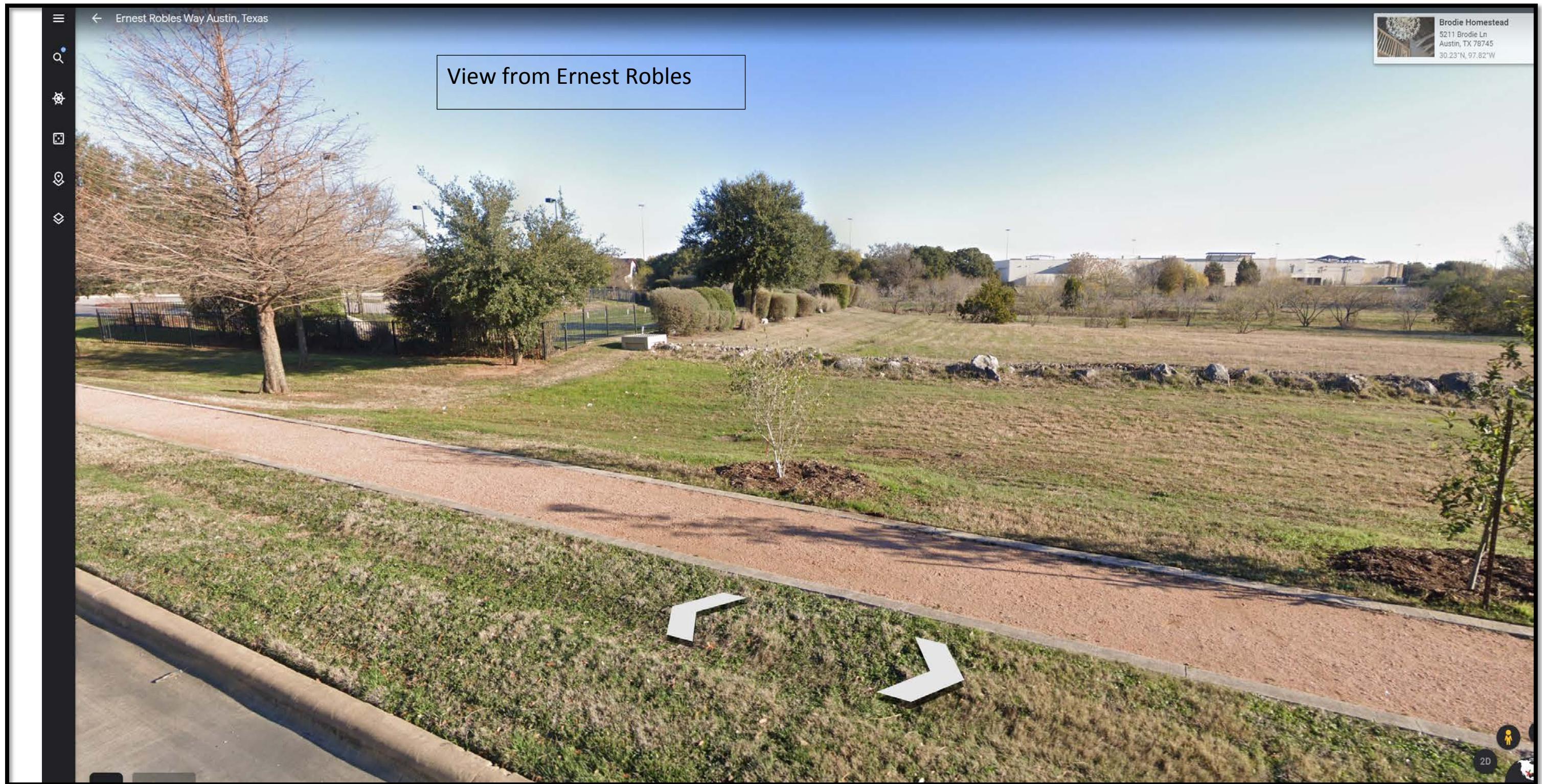
View from Ernest Robles

Brodie Homestead  
5291 Brodie Ln  
Austin, TX 78734  
30.2219, -97.8014



View from Ernest Robles









Length is approx. 1,100 feet

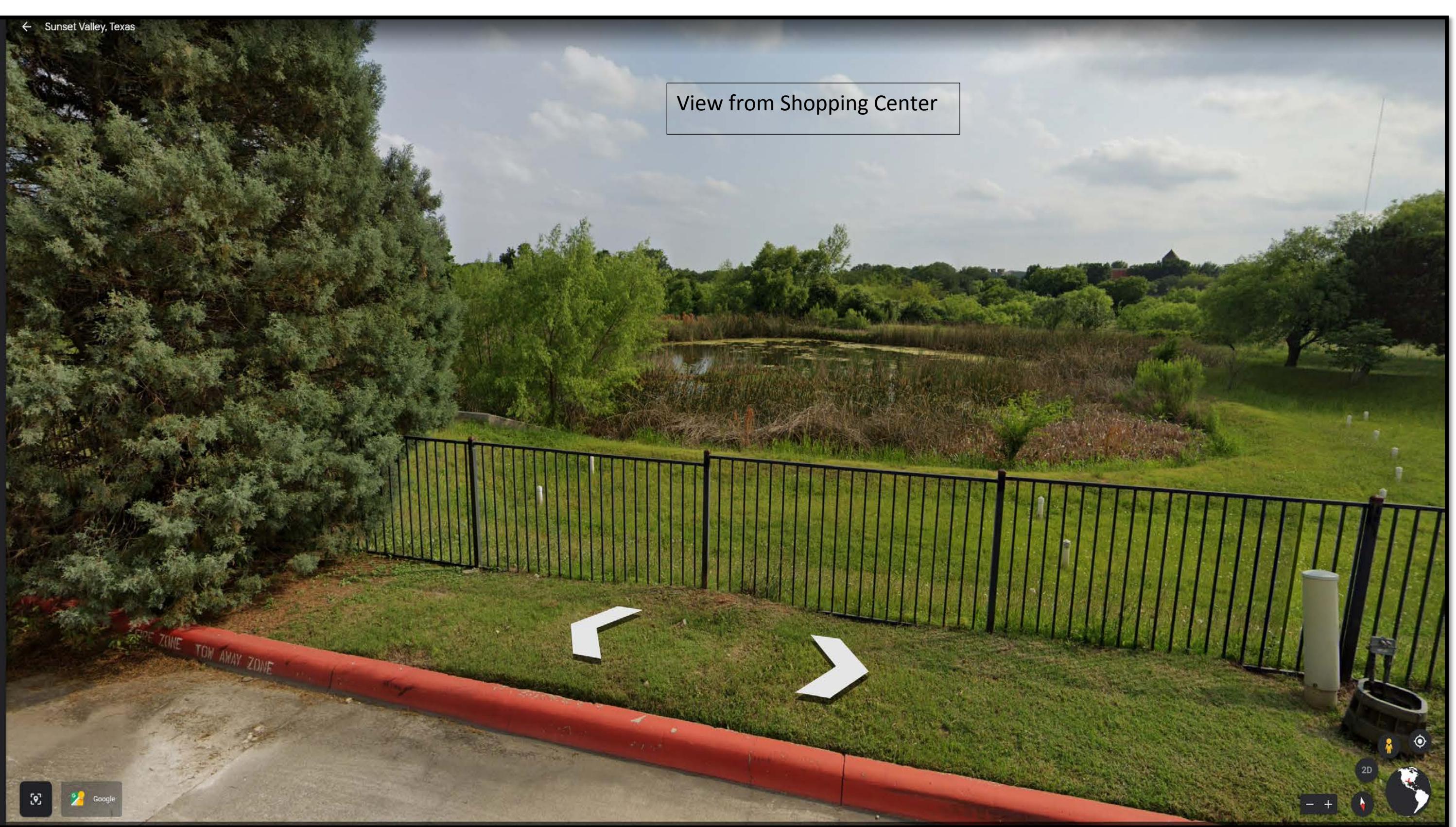
Width is approx. 550 feet

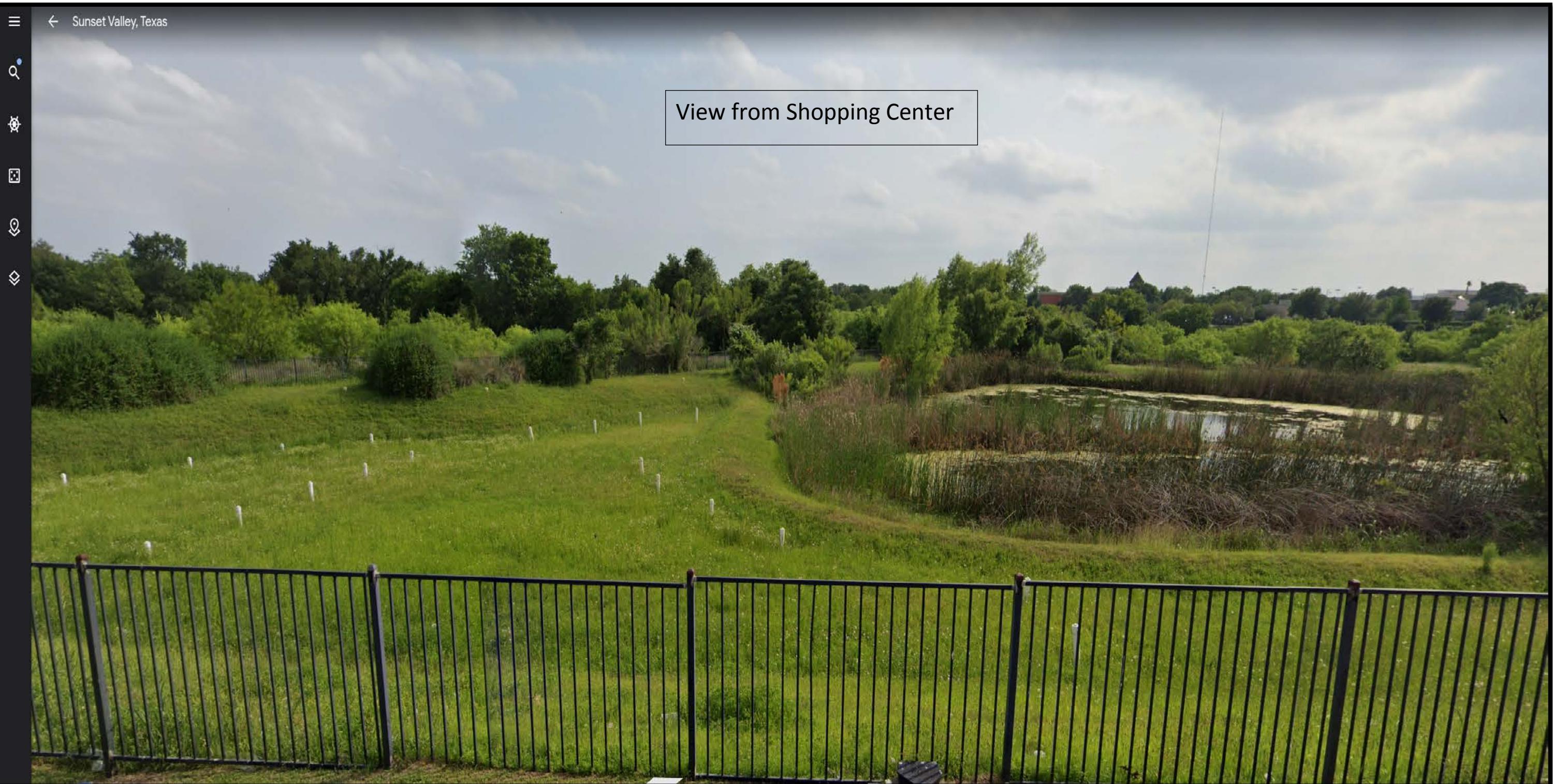
View from Dock's

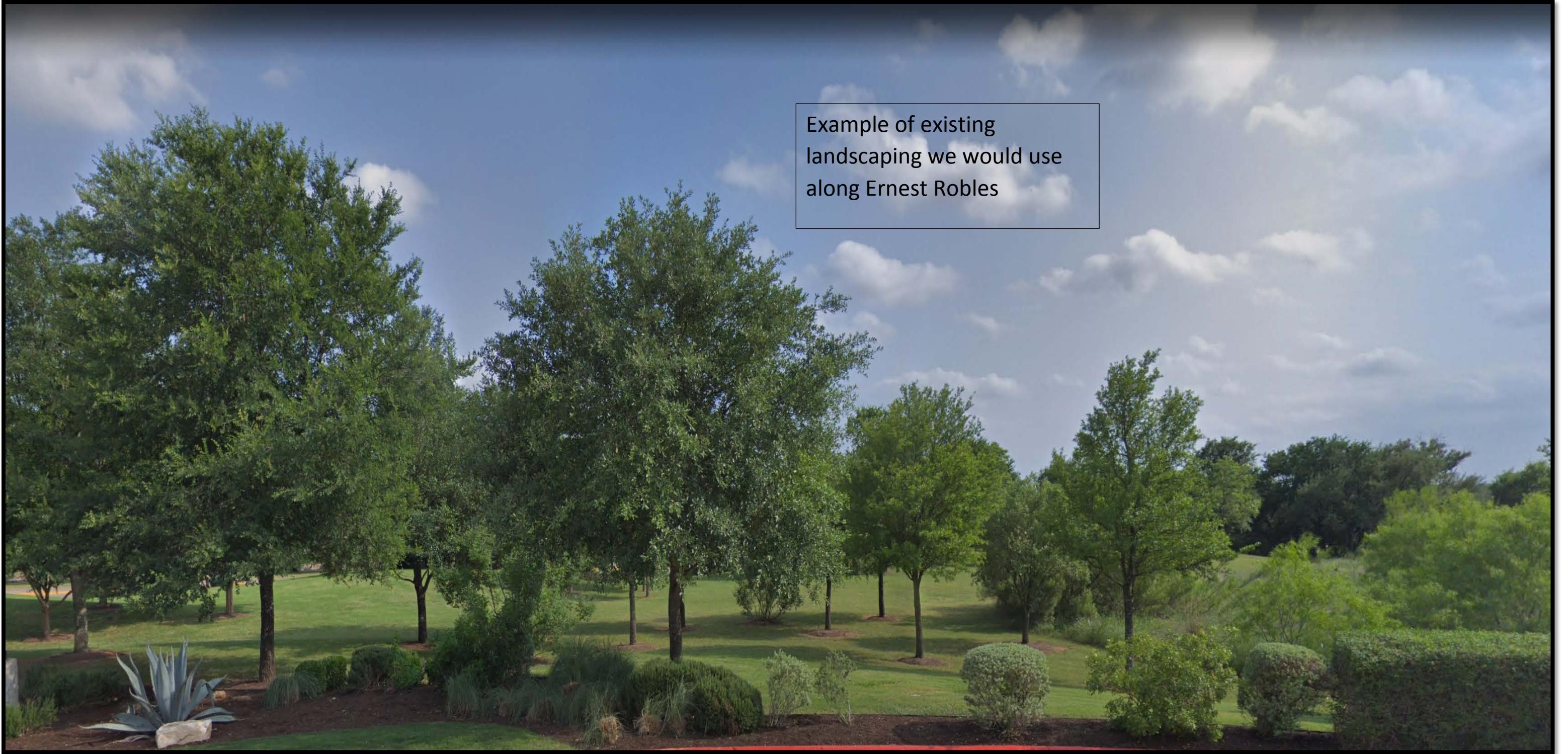




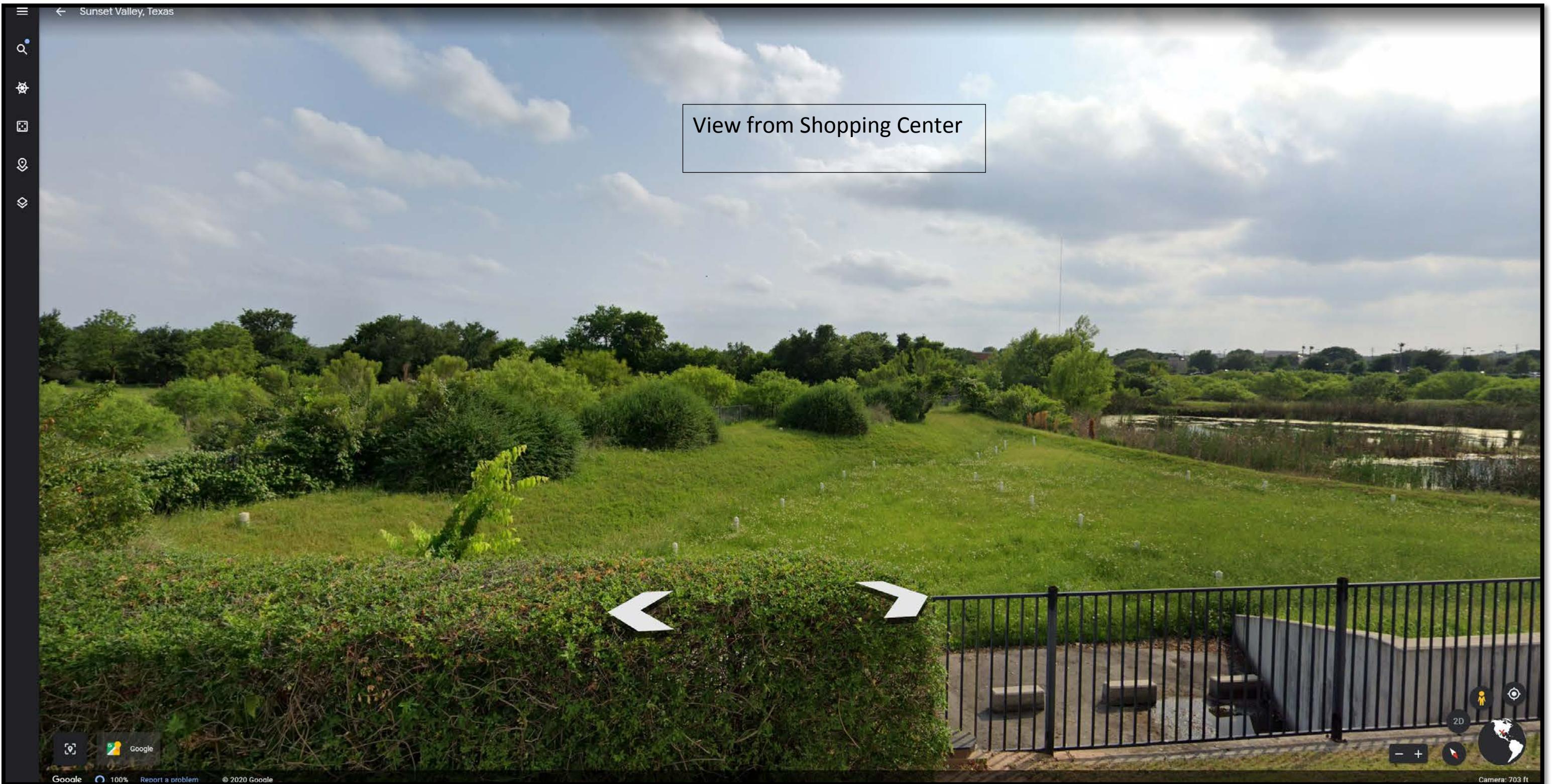
View from Shopping Center







Example of existing  
landscaping we would use  
along Ernest Robles



≡

← Sunset Valley, Texas



View from Shopping Center







October 26, 2020

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

**Re: Annual CRS Recertification – Task Order No. 8**

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present this Task Order to provide the City of Sunset Valley ("Client") with services necessary to complete the City's annual CRS Recertification.

**Scope of Work**

1. Review Sunset Valley's previous CRS Recertification documentation (last report).
2. Conduct meeting(s) to discuss the City's CRS credited permit activities and progress since the last report.
3. Request specific information required to achieve recertification.
4. Assist in updating the CRS Program Data Table by reviewing available mapping and permit information (i.e. elevation certificates, CLOMR/LOMR, etc.) and verification in the field.
5. Review and update the CRS Annual Recertification forms (CC-213-1 through CC-213-3 and CC-213 Recertification).
6. Submit CRS Recertification forms and documentation for review. Follow up, respond to requests and coordinate as necessary to achieve CRS Recertification.

**Client's Responsibilities**

Client shall promptly provide the Engineer with all pertinent information related to this assignment. Such information may include background information, correspondence, documents, reports, construction documents, permits, applications, agreements, surveys, utility mapping, easements, photographs, project objectives, desires outcomes, contact information and other material documentation and knowledge useful to the Engineer. More specifically:

1. Provide previous CRS Recertification documentation (last report).
2. Provide a list of all credited permit activities.
3. Provide list and map of Repetitive Loss Properties (if any)
4. Provide Repetitive Loss Area Analysis or Floodplain Management Plan (if any)



## Schedule

The CRS Recertification documentation will be submitted to the City within 30 days of NTP for review. The submittal will be made prior to December 7, 2020. The remaining follow up and coordination effort will be provided as needed after the initial submittal.

## Compensation

The Engineer shall be compensated based on hourly Rates plus reimbursable expenses based on FTEG's 2020 Rate Schedule for an amount of \$5,000, not be exceeded without authorization from the City of Sunset Valley.

## Terms and Conditions

Execution of this task order by Client and Engineer shall make it subject to the terms and conditions of the GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING, dated September 11, 2020, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this task order signed by Client.

Should you have any questions or comments regarding this task order, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'TNT' or a similar initials.

Thomas N. Turk, P.E.  
Principal

Authorization:

A handwritten signature in blue ink, appearing to read 'Rox Cardona'.

10/28/2020

City of Sunset Valley

Date



September 30, 2021

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

**Re: Sunset Trial and Lone Oak Trail Improvements – FY 22 CIP**

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present this task order for the design, bid and construction administration services to the Sunset Trial and Lone Oak Trail Improvements.

**Background**

This project is a consolidation of multiple CIP projects approved by the City Council with a total project cost of \$1,032,000. Please refer to the project list and budget provided below.

Project	Total Project Costs
Sunset Trial Water Line	\$380,000
Sunset Trail Overlay	\$143,000
Lone Oak Trail Water Line	\$190,000
Lone Oak Trail Overlay	\$239,000
Lone Oak Trail Turnaround	\$80,000
<b>Totals</b>	<b>\$1,032,000</b>

**Scope of Work**

FTEG suggests the following scope of work for the for the Sunset Trial and Lone Oak Trail Improvements project:

1. Collect data pertinent to the project.
2. Obtain design surveying needed to complete the design of the project.

3. Provide easement documents (survey plats and field note descriptions) for the acquisition of 4 parcels needed for the project (ST = 2 parcels, LOT = 2 parcels).
4. Design and prepare final plans, specifications and bid documents for the improvements.
5. Prepare an opinion of probable cost for the project.
6. Assist the CoSV in obtaining a EAPP permit for the Lone Oak Turnaround only including application/ document preparation and agency coordination. FTEG will submit the EAPP application to TCEQ within 60 days of authorization. This approach initiates the TCEQ review process (approximately 4 months) as soon as possible while the remaining project is under design.
7. Participate in meetings with the Public Works Committee and the City Council and assist the City in obtaining a Watershed Development Permit.
8. Provide bidding phase services including
  - a. Assist the City of Sunset Valley with advertising for bids using CivCast.
  - b. Respond to RFI's from prospective bidders and issue addenda when required.
  - c. Conduct the bid opening and prepare a bid tabulation.
  - d. Assess the completeness of the bids received and investigate the qualifications of the apparent low bidder.
  - e. Prepare recommendation of award and a notice of award.
9. Provide construction administration services.
  - a. Assist the City of Sunset preparing and executing construction contract documents.
  - b. Conduct the pre-construction meeting.
  - c. Provide administration of the construction contract.
  - d. Review submittals.
  - e. Respond to requests of information.
  - f. Visit the construction site and provide construction observations 2 times per month.
  - g. Prepare and issue minor change orders.
  - h. Review and approve pay applications.
  - i. Conduct substantial and final inspections.
  - j. Prepare as-built drawings.
10. Conduct periodic progress meetings to report progress, identify and discuss project issues and facilitate decision making.
11. Prepare brief monthly project status reports.

### **Client's Responsibilities**

- Client shall promptly provide the Engineer with all pertinent information related to assignment(s). Such information may include background information, correspondence, documents, reports, construction documents, permits, applications, agreements, surveys, utility mapping, zoning/land use maps, easements, photographs, video, project objectives, desires outcomes, contact information and other material documentation and knowledge useful to the Engineer.
- Provide one point of contact for coordination and decision making.
- Respond to inquiries and make decisions within a reasonable period.
- Acquire all ROW / easements needed for the project.
- Pay all TCEQ application and review fees associated with the EAPP.
- Acquire Right of Entry for surveying.

## Schedule

FTEG offers to complete the scope of work described herein in accordance with the schedule below upon receiving Notice to Proceed:

Design	4 Months
CoSV Review and Permitting	2 Months
Bid and Award	2 Months
Construction	6 Months
<b>Total Schedule Duration</b>	<b>14 Months</b>

## Compensation

The Engineer shall be compensated a lump sum amount of \$120,000 plus \$8,000 for preparation of easement documents. The invoice amounts for each phase of work is summarized below.

Design Phase =	\$ 96,000
Easement Documents =	\$ 8,000
Bidding Phase =	\$ 6,000
Construction Phase	\$ 18,000
<b>Total =</b>	<b>\$128,000</b>

## Additional Services

Any services not specifically listed are considered additional services, requiring an adjustment in compensation. The scope of work does not include the following:

- Adjustments to existing sanitary sewer mains to resolve utility conflicts and/or achieve TCEQ water main / sewer main separation requirements.
- Construction materials testing.
- Construction inspection
- Public involvement

## Terms and Conditions

This Task Order is subject to the terms and conditions of the GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING, dated September 11, 2020, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this task order signed by Client.

Should you have any questions or comments regarding this proposed task order, please do not hesitate to contact us.

Sincerely

A handwritten signature in blue ink, appearing to read "TNT".

Thomas N. Turk, P.E.  
Principal

Attachments: CIP Project Layouts

Authorization:

---

City of Sunset Valley

Date



September 30, 2021

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

**Re: Sunset Trial and Lone Oak Trail Improvements – FY 22 CIP**

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present this Task Order #10 for the design, bid and construction administration services to the Sunset Trial and Lone Oak Trail Improvements.

**Background**

This project is a consolidation of multiple CIP projects approved by the City Council with a total project cost of \$1,032,000. Please refer to the project list and budget provided below.

Project	Total Project Costs
Sunset Trial Water Line	\$380,000
Sunset Trail Overlay	\$143,000
Lone Oak Trail Water Line	\$190,000
Lone Oak Trail Overlay	\$239,000
Lone Oak Trail Turnaround	\$80,000
<b>Totals</b>	<b>\$1,032,000</b>

**Scope of Work**

FTEG suggests the following scope of work for the for the Sunset Trial and Lone Oak Trail Improvements project:

1. Collect data pertinent to the project.
2. Obtain design surveying needed to complete the design of the project.

3. Provide easement documents (survey plats and field note descriptions) for the acquisition of 4 parcels needed for the project (ST = 2 parcels, LOT = 2 parcels).
4. Design and prepare final plans, specifications and bid documents for the improvements.
5. Prepare an opinion of probable cost for the project.
6. Assist the CoSV in obtaining a EAPP permit for the Lone Oak Turnaround only including application/ document preparation and agency coordination. FTEG will submit the EAPP application to TCEQ within 60 days of authorization. This approach initiates the TCEQ review process (approximately 4 months) as soon as possible while the remaining project is under design.
7. Participate in meetings with the Public Works Committee and the City Council and assist the City in obtaining a Watershed Development Permit.
8. Provide bidding phase services including
  - a. Assist the City of Sunset Valley with advertising for bids using CivCast.
  - b. Respond to RFI's from prospective bidders and issue addenda when required.
  - c. Conduct the bid opening and prepare a bid tabulation.
  - d. Assess the completeness of the bids received and investigate the qualifications of the apparent low bidder.
  - e. Prepare recommendation of award and a notice of award.
9. Provide construction administration services.
  - a. Assist the City of Sunset preparing and executing construction contract documents.
  - b. Conduct the pre-construction meeting.
  - c. Provide administration of the construction contract.
  - d. Review submittals.
  - e. Respond to requests of information.
  - f. Visit the construction site and provide construction observations 2 times per month.
  - g. Prepare and issue minor change orders.
  - h. Review and approve pay applications.
  - i. Conduct substantial and final inspections.
  - j. Prepare as-built drawings.
10. Conduct periodic progress meetings to report progress, identify and discuss project issues and facilitate decision making.
11. Prepare brief monthly project status reports.

#### **Client's Responsibilities**

- Client shall promptly provide the Engineer with all pertinent information related to assignment(s). Such information may include background information, correspondence, documents, reports, construction documents, permits, applications, agreements, surveys, utility mapping, zoning/land use maps, easements, photographs, video, project objectives, desires outcomes, contact information and other material documentation and knowledge useful to the Engineer.
- Provide one point of contact for coordination and decision making.
- Respond to inquiries and make decisions within a reasonable period.
- Acquire all ROW / easements needed for the project.
- Pay all TCEQ application and review fees associated with the EAPP.
- Acquire Right of Entry for surveying.

13

## Schedule

FTEG offers to complete the scope of work described herein in accordance with the schedule below upon receiving Notice to Proceed:

Design	4 Months
CoSV Review and Permitting	2 Months
Bid and Award	2 Months
Construction	6 Months
<b>Total Schedule Duration</b>	<b>14 Months</b>

## Compensation

The Engineer shall be compensated a lump sum amount of \$120,000 plus \$8,000 for preparation of easement documents. The invoice amounts for each phase of work is summarized below.

Design Phase =	\$ 96,000
Easement Documents =	\$ 8,000
Bidding Phase =	\$ 6,000
Construction Phase	\$ 18,000
<b>Total =</b>	<b>\$128,000</b>

## Additional Services

Any services not specifically listed are considered additional services, requiring an adjustment in compensation. The scope of work does not include the following:

- Adjustments to existing sanitary sewer mains to resolve utility conflicts and/or achieve TCEQ water main / sewer main separation requirements.
- Construction materials testing.
- Construction inspection
- Public involvement

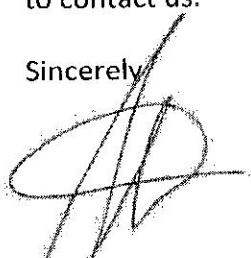
## Terms and Conditions

This Task Order is subject to the terms and conditions of the GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING, dated September 11, 2020, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this task order signed by Client.

12

Should you have any questions or comments regarding this proposed task order, please do not hesitate to contact us.

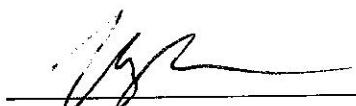
Sincerely,



Thomas N. Turk, P.E.  
Principal

Attachments: CIP Project Layouts

Authorization:

2021-10-22

City of Sunset Valley

Date



September 30, 2021

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

**Re: Lovegrass Water Quality Pond Repair – FY 22 CIP**

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present this task order for the development of the Lovegrass Water Quality Pond Repair Project.

**Scope of Work**

- Conduct field visits and assess the condition of the pond facility.
- Prepare construction documents for the repairs that include installation of a new pump, repair of electrical controls, repair the pond leak and repair/replace the stone stack.
- Assist the City in obtaining quotes from contractors.
- Assist the City in administering the construction.

**Client's Responsibilities**

- Client shall promptly provide the Engineer with all pertinent information related to assignment(s). Such information may include background information, correspondence, documents, reports, construction documents, permits, applications, agreements, surveys, utility mapping, zoning/land use maps, easements, photographs, video, project objectives, desires outcomes, contact information and other material documentation and knowledge useful to the Engineer.
- Provide one point of contact for coordination and decision making.
- Respond to inquiries and make decisions within a reasonable period.

**Schedule**

FTEG offers to complete the scope of work described herein in accordance with the schedule below upon receiving Notice to Proceed:

Alignment determination and staking	2 Months
Solicitation of Quotes	2 Months
Construction	2 Months
<b>Total Schedule Duration</b>	<b>6 Months</b>

## **Compensation**

FTEG proposes to complete the scope of work described herein based hourly rates plus reimbursable expenses for an amount of \$10,000 not to be exceeded without the consent of the City of Sunset Valley.

## **Additional Services**

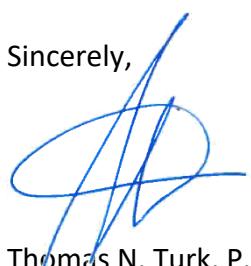
Any services not specifically listed are considered additional services, requiring an adjustment in compensation.

## **Terms and Conditions**

This Task Order is subject to the terms and conditions of the GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING, dated September 11, 2020, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this task order signed by Client.

Should you have any questions or comments regarding this proposed task order, please do not hesitate to contact us.

Sincerely,



Thomas N. Turk, P.E.  
Principal

Authorization:

---

City of Sunset Valley

Date

Attachment: CIP Sketch

## PROJECT INFORMATION SHEET

**Project Name:** Lovegrass Water Quality Pond Repairs

**Type of Improvements:** Drainage

**Project Description:**

Make repairs and return the water quality pond back to service. The improvements include the installation of a new pump and electrical controls, repair pond leak, and replace stone stack.



### Project Costs

Activity	Cost	
Engineering / Planning	\$ 10,000	
Right-of-way Acquisition		
Construction	\$ 50,000	
Contingency	\$ 5,000	
<b>TOTAL</b>	<b>\$ 65,000</b>	



September 30, 2021

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

**Re: Lovegrass Water Quality Pond Repair – FY 22 CIP**

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present this Task Order #11 for the development Lovegrass Water Quality Pond Repair Project.

**Scope of Work**

- Conduct field visits and assess the condition of the pond facility.
- Prepare construction documents for the repairs that include installation of a new pump, repair of electrical controls, repair the pond leak and repair/replace the stone stack.
- Assist the City in obtaining quotes from contractors.
- Assist the City in administering the construction.

**Client's Responsibilities**

- Client shall promptly provide the Engineer with all pertinent information related to assignment(s). Such information may include background information, correspondence, documents, reports, construction documents, permits, applications, agreements, surveys, utility mapping, zoning/land use maps, easements, photographs, video, project objectives, desires outcomes, contact information and other material documentation and knowledge useful to the Engineer.
- Provide one point of contact for coordination and decision making.
- Respond to inquiries and make decisions within a reasonable period.

**Schedule**

FTEG offers to complete the scope of work described herein in accordance with the schedule below upon receiving Notice to Proceed:

Alignment determination and staking	2 Month <sup>s</sup>
Solicitation of Quotes	2 Months
Construction	2 Months
<b>Total Schedule Duration</b>	<b>6 Months</b>

### **Compensation**

FTEG proposes to complete the scope of work described herein based hourly rates plus reimbursable expenses for an amount of \$10,000 not to be exceeded without the consent of the City of Sunset Valley.

### **Additional Services**

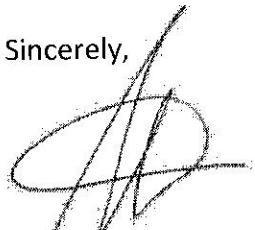
Any services not specifically listed are considered additional services, requiring an adjustment in compensation.

### **Terms and Conditions**

This Task Order is subject to the terms and conditions of the GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING, dated September 11, 2020, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this task order signed by Client.

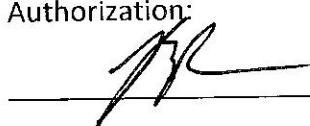
Should you have any questions or comments regarding this proposed task order, please do not hesitate to contact us.

Sincerely,



Thomas N. Turk, P.E.  
Principal

Authorization:



2021-10-22

City of Sunset Valley

Date

Attachment: CIP Sketch



September 30, 2021

Ms. Sylvia Carrillo, CPM, ICMA-CM  
City Administrator  
City of Sunset Valley  
3205 Jones Road  
Sunset Valley, TX 78745

**Re: Valley Creek Trail – FY 22 CIP**

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present this task order for the development of the Valley Creek Trail.

**Scope of Work**

- Make field visits to determine the alignment of the trail as per the CIP sketch (see attachment)
- Provide stakes every 100' (or as needed) to mark the approximate centerline for construction.
- Prepare construction documents for clearing and trail construction.
- Assist the City in obtaining quotes from contractors.
- Assist the City in administering the construction.

**Client's Responsibilities**

- Client shall promptly provide the Engineer with all pertinent information related to assignment(s). Such information may include background information, correspondence, documents, reports, construction documents, permits, applications, agreements, surveys, utility mapping, zoning/land use maps, easements, photographs, video, project objectives, desires outcomes, contact information and other material documentation and knowledge useful to the Engineer.
- Provide one point of contact for coordination and decision making.
- Respond to inquiries and make decisions within a reasonable period.

**Schedule**

FTEG offers to complete the scope of work described herein in accordance with the schedule below upon receiving Notice to Proceed:

Alignment determination and staking	1 Month
Solicitation of Quotes	1 Month
Construction	2 Months
<b>Total Schedule Duration</b>	<b>4 Months</b>

## **Compensation**

FTEG proposes to complete the scope of work described herein based hourly rates plus reimbursable expenses for an amount of \$5,000 not to be exceeded without the consent of the City of Sunset Valley.

## **Additional Services**

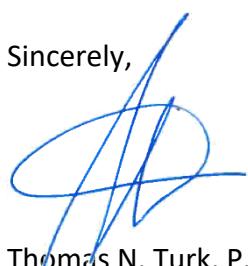
Any services not specifically listed are considered additional services, requiring an adjustment in compensation.

## **Terms and Conditions**

This Task Order is subject to the terms and conditions of the GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING, dated September 11, 2020, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this task order signed by Client.

Should you have any questions or comments regarding this proposed task order, please do not hesitate to contact us.

Sincerely,



Thomas N. Turk, P.E.  
Principal

Authorization:

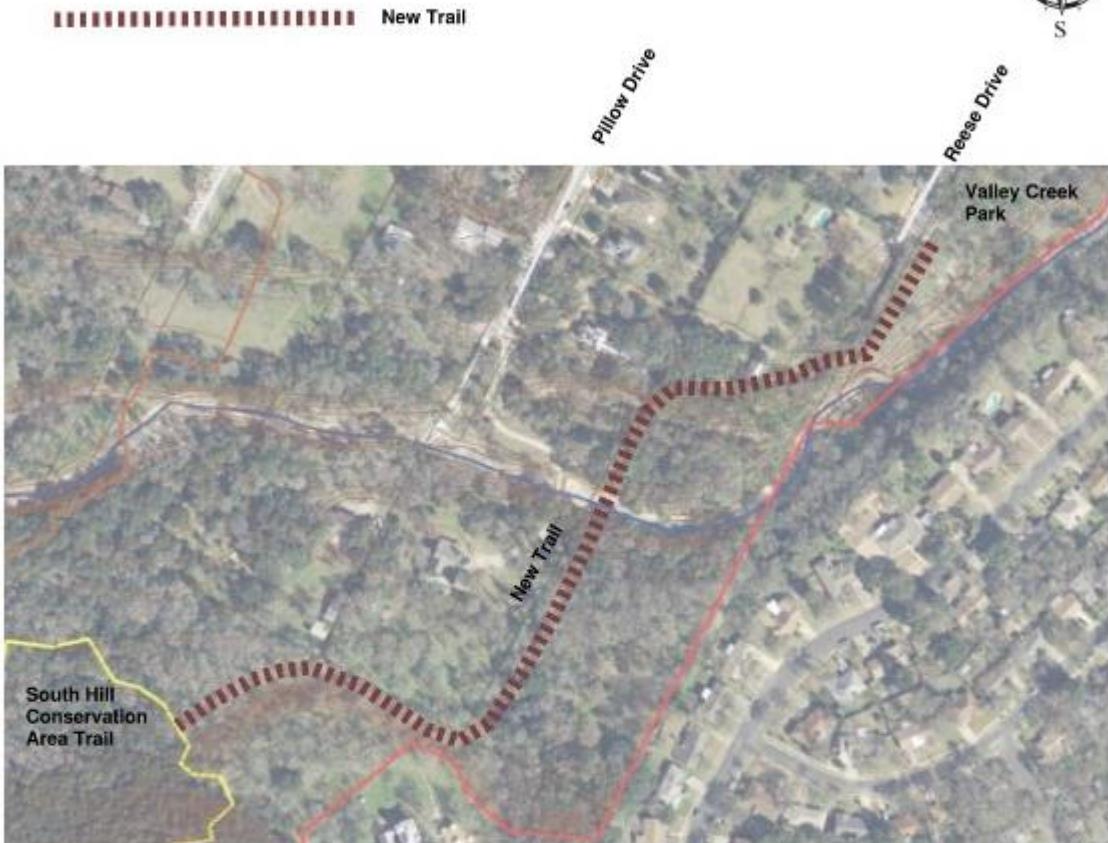
---

City of Sunset Valley

Date

Attachment: CIP Sketch

Not to Scale



SHEET:

JOB:

DATE:

City of Sunset Valley  
Valley Creek Park Trail



**Freeland Turk**  
ENGINEERING GROUP

160 CREEKSIDE PARK ROAD, SUITE 200  
SPRING BRANCH, TX 78070  
TBPE FIRM F-21047



## CITY COUNCIL AGENDA ITEM #13

STAFF PREPARER/CONTACT INFORMATION: Carolyn Meredith, Parks and Natural Resource Manager  
[cmeredith@sunsetvalley.org](mailto:cmeredith@sunsetvalley.org)

SUBJECT: Parks & Natural Resources

DESCRIPTION: Consider and act on reopening Valley Creek Park at the end of Reese Drive. (Council Member Johnson/Public Works)

BACKGROUND: Valley Creek Park has been closed since March of 2020. With the reopening of the recreational venue behind Doc's Backyard, several residents have asked when Valley Creek Park will reopen. Valley Creek Park is a small park located at the end of Reese Drive. It contains limited playground equipment and picnic tables. Valley Creek Park has not historically had the amount of usage as other playgrounds in the City. Staff checked nearby Garrison Park to see how the City of Austin was addressing the use of playground equipment. The equipment was actively being used and the City of Austin had installed guidelines for people to follow if they choose to use the facility/amenity.

Staff recommends reopening with the following guidelines:

- Inspection of all equipment and safety surfacing by a licensed playground inspector.
- Repair all equipment and safety surfacing as needed.
- Install signage at the park similar to that found posted by the City of Austin at a nearby park. These signs can be installed at Valley Creek Park, the Recreational Venue, and the Children's Area behind City Hall. (see attached)
- Remove fencing around playground equipment.
- Install fencing along gabion edge of the park.
- Install bike rack.

APPLICABLE CODE SECTIONS:

FUNDING: R&M Parks and Grounds, R&M Fencing. If any of the equipment needs to be replaced staff may request a budgetary amendment for these items at a future Council meeting.

STAFF RECOMMENDATION: Reopen Valley Creek Park following inspection, repairs, and sign installation.

SUPPORTING MATERIALS PROVIDED:  YES /  NO

PROPOSED SIGNAGE

PHOTO OF CITY OF AUSTIN SIGNAGE



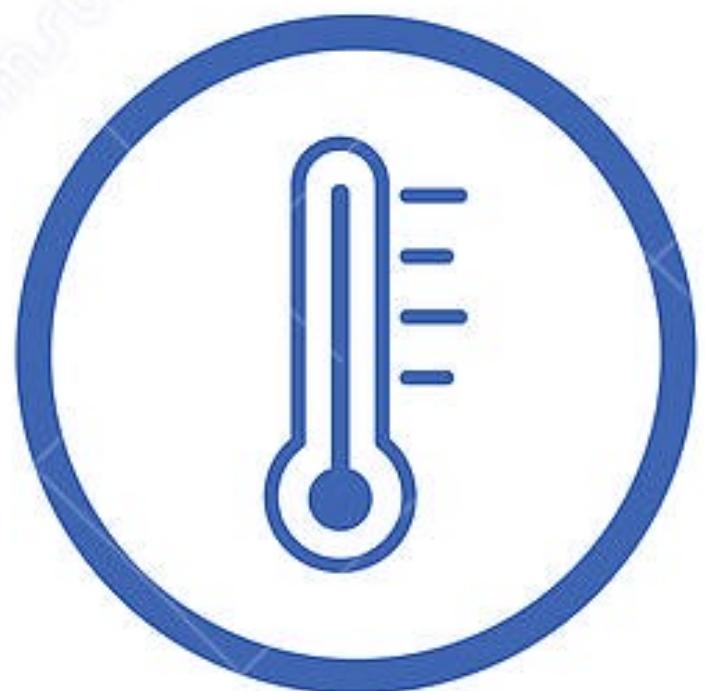
# FACILITY/AMENITY HEALTH WARNING

If used, observe the following guidelines

## ADVERTENCIA DE SALUD

## DE INSTALACIONES/AMENIDADES

Si se usa, observe les siguientes guias.

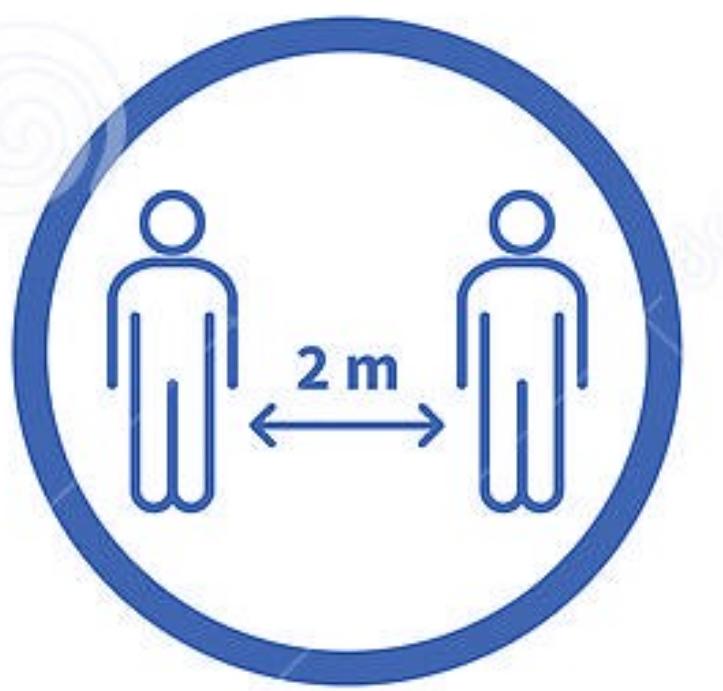


Do not use this amenity if you are sick

No use está amenidad si esta enfermo.



Do not use if you've had contact with someone confirmed to have COVID-19 virus.



Maintain 6 foot distance

Mantenga una distancia de 6 pies



Wear a fabric face covering.

Use una cubierta de tela en la cara.



Wash hands for 20 seconds or use hand sanitizer

Lávese las manos por 20 segundos o use desinfectante para las manos

# FACILITY / AMENITY HEALTH WARNING

If used, observe the following guidelines.

## ADVERTENCIA DE SALUD DE INSTALACIONES / AMENIDADES

Si se usa, observe las siguientes guias.



Maintain 6-foot  
distance

Mantenga una  
distancia de 6 pies



Do not use this amenity  
if you are sick

No use esta  
amenidad si esta  
enfermo



Do not use if  
you've had contact  
with someone  
with confirmed  
COVID-19 virus

No venga si ha tenido  
contacto en los últimos  
14 días con alguien a quien  
se le haya confirmado  
el virus COVID-19.



Wear a fabric  
face covering

Use una cubierta  
de tela en la cara



Wash hands  
for 20 seconds  
or use hand sanitizer

Lávese las manos  
por 20 segundos  
o use desinfectante  
para las manos



## **GENERAL AGREEMENT FOR ENGINEERING SERVICES AND CONSULTING**

This agreement (Agreement) is between FREELAND TURK ENGINEERING GROUP, LLC (“Engineer”) and City of Sunset Valley (“Client”) for Services associated with the Project. These general terms and conditions shall govern all services rendered by Engineer to Client described in the initial letter proposal (“Basic Services”), any additional services requests (“Additional Services”), and all reimbursable expenses incurred, referred to collectively as the Services (“Services”). Client hereby engages Engineer to perform the Services and to commence the Services upon execution of this Agreement and /or separate authorization of the Client. Client and Engineer agree that this Agreement and attachments referred to herein constitute the entire agreement between them relating to the Project.

### **Project:**

To be defined in separate Task Order Requests from Client.

## **ARTICLE 1 – SERVICES**

1.1 The initial scope of services for each project are described in separate task order requests between Engineer and Client. Subsequent scopes of services are described in additional services requests.

## **ARTICLE 2 – DUTIES**

### **2.1 Engineer’s Responsibilities:**

2.1.1 General – The Engineer shall perform or furnish the Services described under this Agreement. Engineer shall generally use its own forces and staff; however, it may choose to use select independent contractors or subconsultants.

2.1.2 Compliance – Engineer shall perform the Services in accordance with generally accepted engineering standards commensurate with the local engineering profession and to comply with all applicable local, State and Federal laws and regulations pertaining to the Services.

2.1.3 Other Information – Engineer may rely upon commonly used or publicly available sources of data. Engineer does not warranty the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

### **2.2 Client’s Responsibilities:**

2.2.1 Access – The Client will provide the Engineer and its subconsultants safe and legal access to the property or to any other site or premises as required by the Client for performance of the Services.

2.2.2 Client Furnished Data – The Client shall furnish engineer with all reports, studies, site surveys, prior surveys, regulatory orders, any hazardous materials in or around the site, location of underground structures and storage tanks, previous work and permits, and similar information in its possession relating to the Project. Client acknowledges that Engineer may rely upon the accuracy, timeliness, and completeness of the information, without independent verification unless otherwise indicated or as expressly provided in the Services, provided by the Client or any of the Client’s contractors or consultants.

2.2.3 Permits – Except as expressly provided in the Services, Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving all notices to, all government and quasi-governmental authorities having jurisdiction over the Services, the Project or the Property. Upon request, Client shall provide Engineer evidence satisfactory to Engineer that all required permits or other approvals have been obtained and that all required notices have been given, including copies of such permits or notices.

### **ARTICLE 3 – COMPENSATION**

3.1 Agreement to Pay: Client agrees to pay Engineer for the Basic Services, Additional Services, and Reimbursable Expenses and other fees in accordance with this Agreement.

3.2 Terms of Payment: Unless otherwise described in the letter proposal or additional services requests, all fees and expenses will be invoiced monthly based on the amount of progress made by the Engineer each month. Invoices are due within thirty (30) days. Payments received more than 30 days after the invoice date will be subject to a late charge of 1.5% per month. The Engineer reserves the right to stop or suspend work should invoices not be paid in full within sixty (60) days of invoice date.

3.3 Retainer:

This section not used.

### **ARTICLE 4 – TERMINATION**

4.1 The Client or Engineer may terminate this Agreement without cause at any time prior to completion of the Services, including Additional Services, upon seven (7) days written notice to the other party. If the Agreement is terminated or suspended, then the Client agrees and shall compensate the Engineer for all Services performed together with all reimbursable expenses incurred prior to the termination or suspension date.

### **ARTICLE 5 – INDEMNITIES**

5.1 Subject to any limitations stated in this Agreement, Engineer will indemnify and hold harmless Client, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorney's fees, experts' fees and defense costs, arising out of damages or injuries to persons or tangible property to the extent they are caused by the willful misconduct, a professionally negligent act, error or omission of the Engineer or any of its agents, subcontractors, or employees in the performance of the Services under this Agreement and arising out of any other actions, errors or omissions that do not fall under the provisions or services of this Agreement. To the extent that any negligent act, error or omission by Engineer, its subcontractors, agents, staff, or consultants is determined to be the predominate or sole proximate cause of any injury or damage, Engineer agrees to indemnify and hold Client harmless.

Client agrees, to the fullest extent permitted by law, to indemnify, and hold harmless Engineer, its owners, directors, partners, managers, employees and subcontractors from any damages, liabilities or costs, including reasonable attorneys' fees, experts' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from inaccuracy of information provided to Engineer by the Client; unauthorized use of documents; discovery, unearthing or transportation of hazardous materials; or any other negligent act, error or omission by Client, its subcontractors, agents, staff, or consultants. To the extent that any negligent act,

error or omission by Client under the above listed instances, its subcontractors, agents, staff, or consultants is determined to be the predominant or sole proximate cause of any injury or damage, Client agrees to indemnify and hold Engineer harmless.

## **ARTICLE 6 – LIMITS OF LIABILITY**

6.1 Neither party to this Agreement is responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. In the event of a claim or dispute, both parties agree not to seek consequential damages including, but not limited to, loss of profit, loss of investment, or business interruption. In the event of a claim or dispute, the Client also agrees to seek recourse ONLY against Engineer and NOT against its owners, officers, managers, employees, directors, or shareholders.

No director, owner, manager, employee or agent of Engineer shall have personal liability to the Client. The Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, the Engineer's negligence, errors, omission, strict liability or breach of contract, shall not exceed the total compensation received by the Engineer under this Agreement. In no event and under no circumstance shall either party be liable to the each other for consequential, incidental, indirect, special, or punitive damages.

## **ARTICLE 7 – JURISDICTION**

7.1 This Agreement is entered into and performable in Travis County, Texas. This Agreement shall be governed by the laws of the State of Texas. The parties agree that venue for any dispute or claim arising from or involving this Agreement will lie in Travis County, Texas.

## **ARTICLE 8 – OWNERSHIP OF DOCUMENTS**

8.1 All partial or complete designs, drawings, plans, specifications, documents, calculations, or other work products of the Engineer, whether hardcopy or electronic format, prepared under these Services by Engineer or its subconsultants, shall be considered instruments of its service and shall be considered property of the Engineer, whether the Services are completed or not. The Client is entitled to copies of the instruments of service according to the terms of this Agreement, provided the Engineer has been fully compensated for its services. No one other than Client may rely on such instruments of service without written consent of Engineer. Reuse, change or alteration by the Client, or by others acting through or on behalf of the Client, of any such instruments of service without written permission from Engineer will be at the Client's sole risk, without liability to the Engineer.

## **ARTICLE 9 – MISCELLANEOUS**

9.1 Amendment: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.

9.2 Assignment: The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

9.3 No Third-Party Beneficiary: Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit or inure to the benefit of any third party, including the Client's contractors, if any.

**9.4 Severability:** The various terms, provisions, and covenants herein shall be deemed separate and severable and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**9.5. Interested Party.** Engineer acknowledges that Texas Government Code Section 2252.908 (“Section 2252.908”) requires disclosure of certain matters by a business entity entering a contract with a government entity such as the Client. Engineer confirms that it has reviewed Section 2252.908 and will 1) complete Form 1295 and electronically file it with the Texas Ethics Commission (“TEC”); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the Client at the same time Engineer executes and submits this Agreement to Client. Form 1295 is available at the TEC’s website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). This Agreement is not effective until the requirements listed above are satisfied and any award of this Agreement by Client is expressly made contingent upon Engineer’s compliance with such requirements. The signed Form 1295 may be submitted to Client in an electronic format.

**9.6 Conflicts of Interest.** Engineer acknowledges that Texas Local Government Code Chapter 176 (“Chapter 176”) requires the disclosure of certain matters by vendors doing business with or proposing to do business with local government entities such as Client. Engineer confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> seven (7) days of the date of submitting this Agreement to Client or within seven (7) days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

**9.7 Verification under Chapter 2271, Texas Government Code.** For purposes of Chapter 2271 of the Texas Government Code, Engineer represents and warrants that, at the time of execution and delivery of this Agreement, neither Engineer, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycotts Israel” and “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Engineer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Engineer and exists to make a profit.

**9.8 Verification under Chapter 2252, Texas Government Code.** Engineer represents and warrants that, neither Engineer, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/publications/divestment.php>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Engineer and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded

from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Engineer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Engineer and exists to make a profit.

**9.9 Independent Contractor.** Engineer is an independent contractor not affiliated with Client and shall retain its independent status throughout this Agreement and use its own discretion in performing the tasks assigned. Engineer shall perform in all respects as an independent contractor and not as an employee, partner, joint venture or agent of the Client. No employment relationship is created by this Agreement. The work to be performed by the Engineer shall be subject to the Client's review, approval and acceptance but the detailed manner and method of performance shall be under the control of Engineer. The accuracy, completeness, and scheduling of the work and the application of proper means and methods for performance of the work are entirely the responsibility of the Engineer. Engineer shall be solely responsible for hiring, supervising and paying its employees. Engineer shall be solely responsible for payment of all (i) compensation, including any employment benefits, to its employees, (ii) taxes, including withholding for federal income tax purposes, employment and unemployment taxes, and (iii) such other expenses as may be owed to Engineer's employees. However, because Engineer's work may be associated in the minds of the public with Client, Engineer shall ensure that all work by its employees is performed in an orderly, responsible and courteous manner. Engineer will report as income to the appropriate government agencies all compensation received pursuant to this Agreement and will pay all applicable taxes.

## **ARTICLE 10 – ADDRESSES OF NOTICES AND COMMUNICATIONS**

10.1 Client: All notices and communications to the Client under this Agreement shall be mailed or delivered to the Client at the following address:

City of Sunset Valley  
3205 Jones Road  
Sunset Valley, Texas 78745  
Attention: Sylvia Carrillo, CPM, ICMA-CM

10.2 Engineer: All notices and communications to the Engineer under this Agreement shall be mailed or delivered to the Engineer at the following address:

Freeland Turk Engineering Group, LLC  
2115 Stephens Place, Suite 410-A  
New Braunfels, Texas 78130  
Attention: Thomas N. Turk, P.E.

Copies of notices and communications may be sent by email to [tturk@freelandturk.com](mailto:tturk@freelandturk.com)

## **ARTICLE 11 – AUTHORIZATION**

11.1 The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

AGREED TO:

AGREED TO:

**City of Sunset Valley**

By: 

Printed Name: Rose Cardona

Title: Mayor

Email: rose@rosecardona.com

Date: September 11, 2020

**Freeland Turk Engineering Group, LLC**

By: \_\_\_\_\_

Printed Name: Thomas N. Turk, P.E.

Title: Principal

Email: tturk@freelandturk.com

Date: \_\_\_\_\_

**2020 Rate Schedule**  
**Freeland Turk Engineering Group, LLC**

**Hourly Rates**

Principal	\$ 175 /hour
Senior Project Manager	\$ 165 /hour
Project Manager	\$ 150 /hour
Sr. Design Engineer (P.E.)	\$ 145 /hour
Design Engineer (P.E.)	\$ 125 /hour
Engineering in Training (E.I.T)	\$ 110 /hour
Sr. Design Technician	\$ 110 /hour
Design Technician	\$ 90 /hour
CADD Technician	\$ 80 /hour
GIS Specialist	\$ 100 /hour
Administrative/Support Staff	\$ 75 /hour

**Reimbursable Expenses**

Mileage – Current IRS Standard Mileage Rate times Miles Traveled

Inside Office Printing - \$0.05 per page

Outside/Contract Printing & Plotting – Direct Cost plus 15%

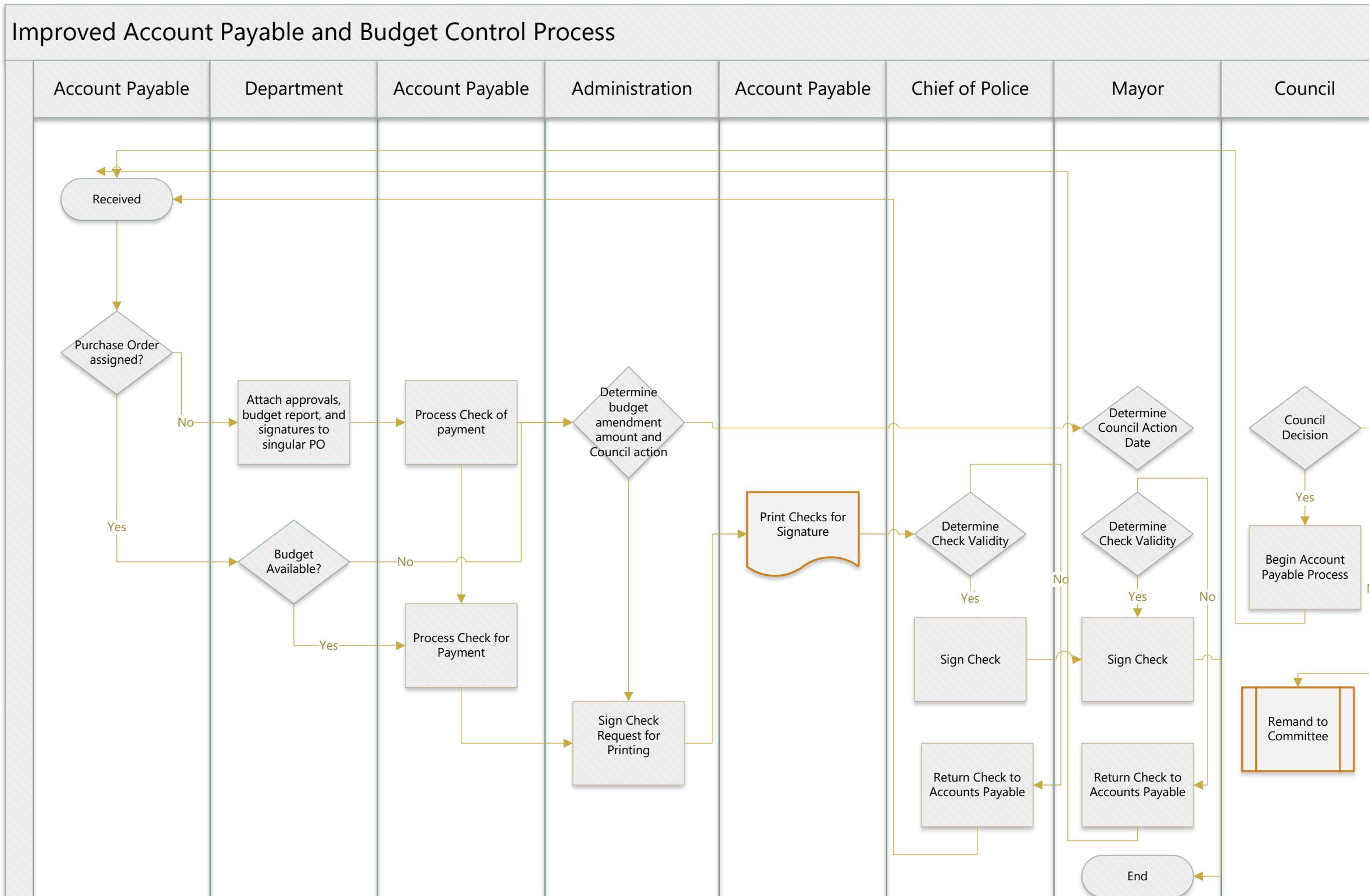
Sub-consultants – Direct Cost plus 15%

Shipping – Direct Cost plus 15%

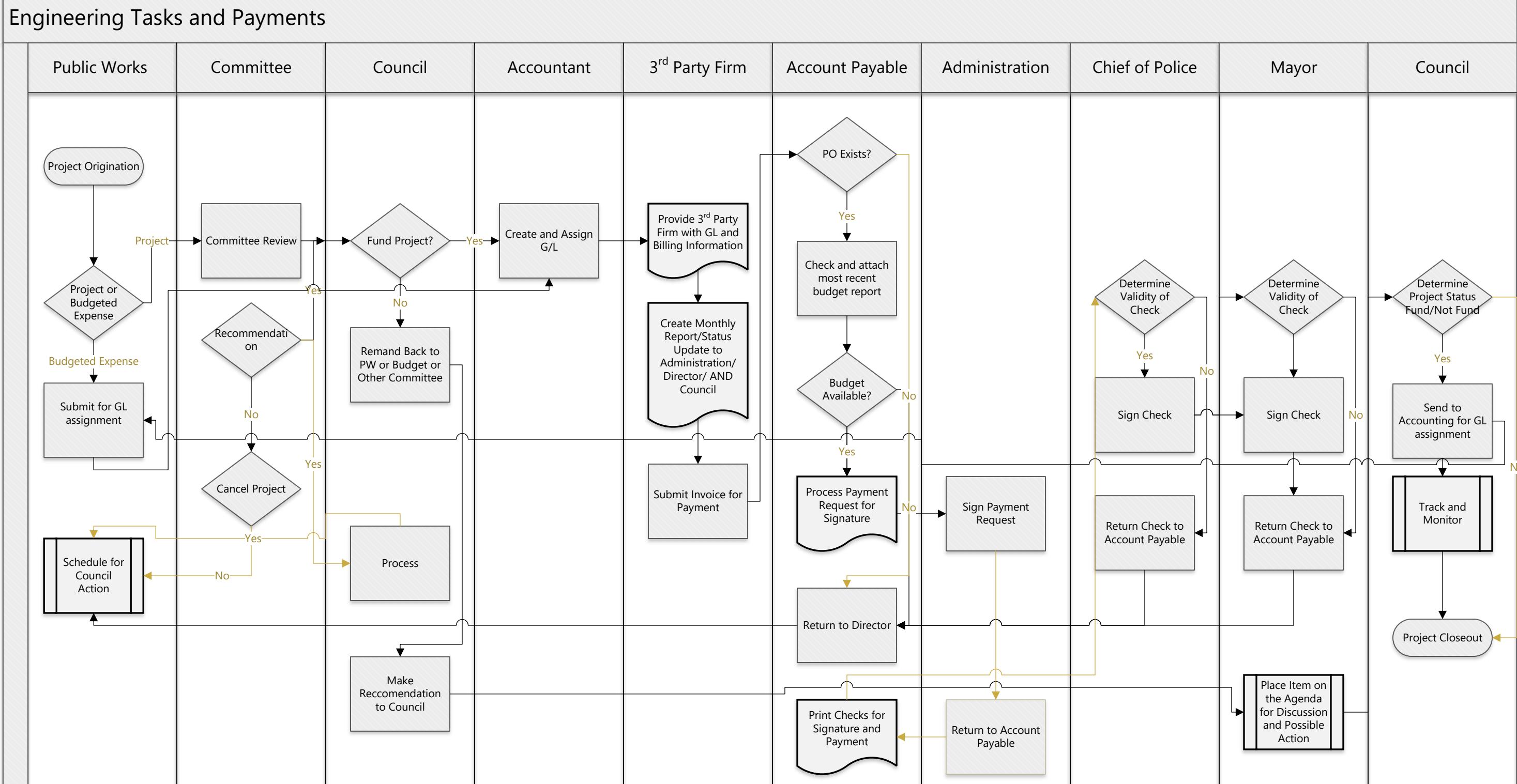
Overnight travel expenses (air fare, hotel, meals, rental cars, etc.) – Direct Cost plus 15%

Other miscellaneous expenses – Direct Cost plus 15%

3.B,



3.C.



## Budget Planning & Management

Policy Reference: FP105  
Effective Date: August 6, 2020

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**Intent:** To establish a process for submittal, review and management of the annual City budget.

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A. General Provisions

Sunset Valley is a General Law, Type A City, under the statutes of the Local Government Code. The Mayor is charged with the duty of filing a balanced budget not later than August 12<sup>th</sup> of each fiscal year.

B. Purpose

The purpose of the City's budget is to set priorities based on available resources, authorizing the types and levels of service that are offered during the next fiscal year, to provide for a level of expenditures that are to be made for each Department, and to control expenditures.

Priorities include utilities, infrastructure, maintaining city assets, and minimize the cost to the citizens of Sunset Valley for using these services.

The annual budget will include an update of the Long Range Financial Plan.

C. Budget Related Goals with Policies

**1. Keep the City in a fiscally stable position in both the short and long term.**

- a. Ongoing operations shall be funded from ongoing revenues.
- b. All operating revenues and expenditures shall be monitored monthly and reviewed by Budget & Finance.
- c. Revenues should be conservatively projected, and expenditures budgeted at 97% to help ensure budget solvency.
- d. The City shall not adopt any new City services until a cost of service is reviewed and the service has adequate funding made available.
- e. A Long Range Financial Plan shall be established and updated annually during the budget process.
- f. The proposed budget will include a comparison of the operating ratios and revenue targets that are included in the Long Range Financial Plan.

**2. Maintain sufficient financial liquidity to meet normal operating and contingency obligations.**

- a. Maintain general governmental fund balances equal to 100% of actual average revenue for the preceding 5 years.
- b. Maintain enterprise (Utility Fund) fund balances equal to three (3) months of operating expenditures for all operating funds.

**3. Operate utilities in a responsive and fiscally sound manner.**

- a. Utility rates shall be reviewed annually and adjusted, if necessary, to reflect construction goals, maintain bond payments, and avoid large increases at one time.
- b. The cost of utility contractual services which the City has no control over, shall be passed through to residential and commercial users in a manner consistent with Council direction.
- c. Fund balances should be maintained to meet a target level of 90 days of operating and maintenance expenses necessary to meet operating, capital and contingency requirements.
- d. Excess fund balances shall be used to off-set rate increases where possible with any remaining balances being used for approved capital purposes.

**4. Maintain and meet infrastructure and capital needs.**

- a. When capital funding decisions are made, priority shall be given to maintaining existing capital assets over the acquisition or construction of new facilities.
- b. The City shall review its Capital Improvements Plan annually to identify cost increases and major maintenance projects for funding strategies.
- c. Prior to undertaking a capital project, all ongoing operational and maintenance costs shall be identified and included as part of the policy discussion.
- d. The City shall maximize county, state, and federal grants, loan programs, and other governmental sources for capital needs when it is consistent with City plans and policies. Certificates of Obligation shall be used to finance infrastructure improvements for public benefits that support quality of life.

**5. Provide a long and short term debt strategy that allows the City to meet current and future needs through borrowed capital without imposing severe financial burden.**

- a. While the City's preference is that borrowing is the method of last resort, when fiscally prudent the City shall review all forms of funding to determine the least costly method and type of financing most appropriate.
- b. When Certificates or Bonds are used to finance debt, the bonds shall be issued for a maximum of 20 years or for the life of the asset, whichever is a shorter time period.
- c. The City shall evaluate the cost and benefit of borrowing against the same for "pay-as-you-go" for all borrowing programs.
- d. The City shall develop a long term replacement program to meet equipment needs such as vehicles, computers, and mowers.

**6. Establish accountability in Budget Monitoring.**

- a. The City Council approves all appropriations.
- b. Department Heads are responsible for managing their budgets within the appropriated budget.
- c. Any budget adjustment between funds shall be approved by the City Council in budget amendments.
- d. ~~Budget adjustments within a fund that make changes to individual line items within the same department of \$500 or less and that do not increase the total departmental appropriation shall be approved, before the funds are expended, by the department head, and the City Administrator, and reported to City Council.~~
- e. ~~Budget adjustments within a fund that make changes to individual items within the same department over \$500 but less than \$2,500 and that do not increase the total departmental appropriation shall be approved, before the funds are expended, by the Mayor and reported to the City Council.~~
- f. ~~Expenditures and encumbrances shall be regularly compared to the Adopted or Amended Budget, variances investigated, and any abnormalities will be reported to the City Council in a quarterly budget adjustment report.~~
- g. ~~Departmental expenditures shall be made from the appropriate budgeted line item~~

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accounts based on the object of expenditure, not accounts where an excess of funds exists.

**7. Provide financial reports in a timely and understandable manner.**

- a. Quarterly budget reports outlining the status of revenues and expenditures shall be provided to the City Administrator, Department Heads and the Finance Committee.

- b. Quarterly investment portfolio reports shall be provided to the Finance Committee.
- c. The City's budget document shall be presented in a format that provides 5 years of past financial data, projection of current fiscal year, and proposed fiscal year budget amounts.
- d. A Comprehensive Annual Financial Report, prepared in accordance with Generally Accepted Accounting Principles (GAAP), performed by an outside entity shall be presented to the City Council.

D. Planning

- 1. The Mayor shall meet during the first quarter of the calendar year with the City Administrator and Department Heads, to identify:
  - a. Objectives of the City as well as evaluation criteria to be used in budgeting for growth, change, and capital improvements.
  - b. Instructions on expenditure reductions in selected areas or some growth permitted in areas targeted to provide greater levels or different levels of service to the citizens, general public and employees.
  - c. General priorities to be placed on particular services for the coming year in the event revenues are not available and expenditures are forced to match the revenues.
- 2. The Mayor shall meet shall meet during the first quarter of the calendar year with the Finance Committee to prepare a Schedule for Departmental and Committee budget submissions and subsequent work sessions.
  - a. Adequate time should be implemented in the process to get a budget that is achievable, meets the needs of the City, encourages effective and efficient operations, and provides opportunity for public input.
  - b. Adequate time should be implemented in the process to include time for a second meeting in case additional information or analysis is requested at the first meeting.
- 3. The Accounting Department is responsible for preparing reports for all accounts included in the listing of account for each Department.
  - a. The report shall include a five year history of the expenditure and the current expenses projected for the entire year.

- b. Actual data for the current year to date and estimating the amount of expenditures that will be incurred for the remainder of the year should provide a reasonable estimate of the total expenditures projected through the end of the current fiscal year.
- c. Historical data gives a perspective on prior performance that may be a useful guide in planning for the New Year and as a control measure because budgeted and actual results that differ significantly from historical levels prompt the need for further analysis and explanation.

E. Tax Revenues

- 1. State law requires the calculation of "effective" and "rollback" tax rates. The "effective" rate is that rate which generates the same revenue in the proposed year as the current year from properties on the tax roll in both years. The "rollback" rate is a rate which represents an eight percent increase in the operations/maintenance portion of the total tax rate.
- 2. A debt service rate is also calculated each year. The debt service rate is that rate which generates revenue equal to the Interest and Principle obligations due in the proposed year.
- 3. The tax rates are adopted each year prior to adoption of the budget and requirements to publish notices in a general circulation newspaper are followed when required. The tax rates are adopted by ordinance and require a two thirds vote of the City Council.

F. Submittal Documentation

- 1. Personnel expenses should include current salary listed by position and associated fringe benefits. Justification for any additions to personnel, full or part-time, including level of expertise needed, anticipated salary requested, and job description.
- 2. Operating expenses should contain all recurring expenditures, other than personnel, that are necessary in providing services to the community of Sunset Valley. Justification of expenditures should include any planned growth or reduction in expenditures when compared to the previous year, any increased/decreased levels of service that would affect such expenditures, any planned change in mix of services offered that impacts such expenditures, impact of technology on the way services are being provided and the level of expenditures needed, and anticipated changes in demand for such services based on population changes, demographic shifts or political changes.
- 3. Contractual services should contain expenditures that are necessary in providing professional and contract services necessary in providing services to the City of Sunset Valley. Justification of expenditures shall include any additional or changes to contracts or services already in place with the City. New services justification shall include a proposal detailing the services to be provided.

4. Capital assets should contain buildings, furniture, fixtures, and equipment proposed for acquisition in the next fiscal year. Justifications shall include detailed information of the item to be acquired along with maintenance, replacement costs, and impact on human resources, both internal and external. All capital purchases shall indicate the month in which the planned expenditure is to take place.
5. Programs/Projects should contain an outline of the goals and purpose for each planned program/project. Programs/projects supported by Committees shall obtain estimates for implementation from the appropriate Department Head. Justifications shall include detailed information of the item to be acquired along with maintenance, replacement costs, and impact on human resources, both internal and external. All programs/projects shall indicate the month in which the planned expenditure is to take place.
6. Construction projects should contain a list of funding availability for all Capital Improvement Projects. Estimates reflecting anticipated increases/decreases needed to complete projects with deficiencies /overages should also be shown. All construction projects shall indicate the month in which the planned expenditure is to take place.
7. Budget forms shall be provided by Administration to ensure consistency and compatibility for consolidation purposes.
8. A schedule for implementation of all projects, programs, and construction projects shall be provided with the Mayor's Budget.

G. Coordination

1. The Accounting office shall work with the City Administrator in preparing revenue projections for the coming year.
2. All Department Heads and Committee Chairs shall turn in their proposed budgets and amendments where applicable as per set financial calendar.

H. Adoption

Upon meeting any notice and hearing requirements the City Council votes to adopt the budget. A majority of the Council must approve the ordinance adopting the budget.

I. Amending the Budget

Once the budget is adopted, formal Council approval is needed to move appropriations from one fund to another fund, increase appropriations in any fund, transfer appropriations between Departments, and approve transfers of appropriations within a Department in accordance with Section C.6. of this policy.

J. Implementation

Upon adoption of the annual budget, careful planning must be exercised for all expenditures outside of day-to-day operational needs to ensure actual revenues projected are on-hand prior to initializing an expense for capital assets, projects, and new programs.

Adopted: November 8, 2000

Amended: December 17, 2007

Amended: April 16, 2013

Amended: May 21, 2013

Amended: August 20, 2013 (2a)

Amended: February 6, 2018

Amended: April 16, 2019

Amended: August 6, 2020