

RESOLUTION NO. R-2019-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING A CONTRACT WITH SEVENARROWS LAND STAFF, LLC FOR LAND ACQUISITION SERVICES AND APPROVING TASK ORDER #1 IN THE AMOUNT OF FORTY-SIX THOUSAND AND 00/100 DOLLARS (\$46,000.00); AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, the City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, the projected growth of the City of Bastrop will soon result in wastewater flow rates that will exceed the capacity of the City's current wastewater collection system and treatment facilities; and

WHEREAS, the City Council has the vision to improve Bastrop's Community Safety by building Wastewater Treatment Plant No. 3; and

WHEREAS, engaging SevenArrows to provide land acquisition services for Wastewater Treatment Plant No. 3 meets that intent and is Item CS#15 in the City's Workplan; and

WHEREAS, the City of Bastrop has found this land purchase to be fiscally responsible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to execute a contract with SevenArrows Land Staff, LLC for land acquisition services and approving Task Order #1 in the amount of Forty-Six Thousand and 00/100 Dollars (\$46,000.00); as attached as Exhibit A.

Section 2: That the City Council of the City of Bastrop has found SevenArrows Land Staff, LLC to be a subject matter expert in the area of land, right of way, and easement acquisition.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of November, 2019.

APPROVED



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 12th day of November 2019, by and between the **City of Bastrop**, Texas (hereinafter referred to as the "City") and **7Arrows Land Staff LLC**, (hereinafter referred to as "7Arrows"), is understood and agreed to be as set forth herein:

- 1. Description of Services:** The City, in connection with carrying out the duties of its various ordinances and permits regulating roads, drainage improvements, subdivisions, site development, and water quality, and wastewater treatment requires the services of a land acquisition consultant. The services provided are attached and incorporated herein as Exhibit A – Scope of Work.
- 2. Payment for Services:** The City will employ 7Arrows in accordance with the Fee Schedule, attached and incorporated herein as Schedule "B," and according to the Task Order, attached and incorporated herein as Task Order "1" 7Arrows shall invoice City monthly for services performed. Invoice shall include a description of the project and type of work performed.
- 3. Duration:** This Agreement shall be in effect for a period of one-year (12 months).
- 4. Renewal:** This Agreement shall automatically renew for successive one-year periods unless terminated, as set out below.
- 5. Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
- 6. Relationship of Parties:** It is understood by the parties that 7Arrows is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of 7Arrows.
- 7. Employees:** 7Arrows employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, 7Arrows shall provide adequate evidence that such persons are 7Arrows's employees.
- 8. Injuries/Insurance:** 7Arrows, acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of 7Arrows's employees, if any. 7Arrows waives the rights to recovery from City for any injuries that 7Arrows and/or 7Arrows's employees may sustain while performing services under this Agreement. 7Arrows shall provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period. Insurance requirements are attached and incorporated herein as Exhibit C – Insurance.



9. **Indemnification:** 7Arrows agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from acts or omissions of 7Arrows, 7Arrows's employees, if any, and 7Arrows's agents.
10. **Assignment:** 7Arrows's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
11. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Manager
City of Bastrop
P.O. Box 427
Bastrop, TX 78602
512-332-8800

For 7Arrows Land Staff, LLC:

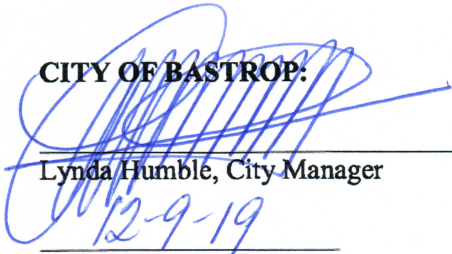
Attention: Nikki Costanza
7Arrows Land Staff, LLC
777 Main Street, Suite 600
Fort Worth, TX 76102
817-675-9428

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

12. **Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
13. **Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
14. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. **Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
16. **Applicable Law:** The laws of the State of Texas shall govern this Agreement.
17. **Venue:** The venue for any and all legal disputes arising under this Agreement shall be ***Bastrop County, Texas.***

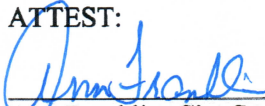


CITY OF BASTROP:

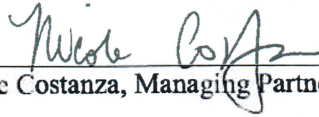

Lynda Humble, City Manager

12-9-19
Date

ATTEST:


Ann Franklin, City Secretary

7ARROWS LAND STAFF, LLC.


Nicole Costanza, Managing Partner

11/19/19
Date



Schedule A Scope of Work

GENERAL: The City of Bastrop (City) Wastewater Treatment Plant Project (the Project) will include real estate acquisition services. 7Arrows Land Staff, LLC (7Arrows) shall provide a variety of services to support City in execution of the project including Easement and Property acquisition services. 7Arrow's services may also include, as directed by City, assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project.

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

A. Right of Way/Property Acquisition Services

1. Pre-Acquisition Services

- a) Confirm ownership and easement information.
- b) Attendance of public information meetings, project design meetings, route development field visits by land manager.

2. Title/Curative Services

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

3. Negotiation Services

- a) Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
- b) Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies.
- c) Prepare the initial offer letter and any other documents required or requested by the City of Bastrop in an acceptable form.
- d) Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

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- e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
- f) Respond to property owner inquiries verbally and/or in writing within two business days.
- g) Prepare a separate negotiator contact report for each parcel file for each contact.
- h) Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement for Right of Way.
- i) Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- j) Prepare final offer letter as necessary.

4. Right of Entry

- a) Prepare Right of Entry packets to include Landowner Bill of Rights, maps and paperwork to be executed.
- b) The agent will initiate and participate in landowner meetings for ROE documents.
- c) Upload Right of Entry executed documents to central location for access by City, its agents and employees.

5. Acquisition/Closing Services:

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

6. Project/Document Administration

- a) Maintain current status reports of all parcel and project activities and provide monthly or as requested to the City.
- b) Participate in project review meetings as requested.
- c) Provide copies of all incoming and outgoing correspondence as generated if requested.
- d) Maintain copies of all correspondence and contacts with property owners.
- e) Update database with current status information and documentation.

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7. Initial Appraisal

- a) Secure written permission from owner to enter the property from which land is to be acquired. Maintain permission letters with appraisal reports.
- b) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- c) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- d) Finalize complete appraisal report for each parcel. These reports shall conform to the City of Bastrop's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
- e) As necessary, prepare written notification to the City of Bastrop of any environmental concerns within the needed right of way to be acquired which could require remediation.
- f) All completed appraisals will be administratively reviewed and approved by the City of Bastrop.
- g) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City of Bastrop.

8. Condemnation Support

- a) Upon receipt of a copy of the final offer, research and produce an updated "Condemnation Limited Title Report" (search parameters set by City and/or outside legal counsel).
- b) Prepare a condemnation package as directed by the City and deliver the package to the City's designee or legal counsel.
- c) Upon notification from the City request the update of appraisal.
- d) d) Appear as Expert Witness as requested.

B. ROW/Property Acquisition Support for Relocations (As Requested by City of Bastrop)

1. Notify all property owners and potential displacees of eligibility for relocation assistance and provide them with a Relocation Assistance Brochure at time of initial contact. If possible, advise displacee of preliminary relocation benefits at this time.
2. Contact and provide relocation assistance to property owners and tenants affected by acquisition of right of way.
3. For residential relocations; locate, evaluate, and maintain files on comparable available housing.
4. Calculate replacement housing supplement benefits.
5. Compute and submit request for relocation housing/rental supplement to the City along with supporting documentation.
6. Provide 90-day notice to vacate simultaneously with the delivery of the relocation benefits package.





7. Sixty days later or upon acquisition of the parcel, whichever occurs later, issue a 30 day letter.
8. Notify the City of Bastrop immediately if displacee does not move after 30-day notice expires.
9. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with the City.
10. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with the City.
11. Request moving estimates from moving companies as needed.
12. Coordinate moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with the City's procedures.
13. Maintain relocation contact logs.
14. Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
15. Process and compute increased interest payments as required.
16. Process and compute increased interest payments as required.
17. Prepare all relocation payment claim submissions for all displacees on parcel.
18. Deliver payments in accordance with City guidelines.

C. Additional ROW/Property Acquisition Support for Condemnations (as Requested by Bastrop)

It is anticipated that services described in this section will be provided by others, but can be provided by the City, if requested by the City.

- a. Pre-Hearing Support
 - i. Upon receipt of condemnation packet documents prepared by Counsel for the City of Bastrop, Agent will file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
 - ii. File the Lis Pendens including the cause number with the County Clerk's Office.
 - iii. Upon assignment of a court, file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
 - iv. Following appointment of Commissioners by the judge, secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, and 2 copies of the Notice of Hearing signed by the Commissioners.
 - v. File all originals with the court and send copies marked "copy" to Counsel for the City of Bastrop.
 - vi. Send a copy of the petition to the Title Company so that they can assure all required parties were joined and that no changes in title have occurred.



- vii. Set the Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, upon approval by City of Bastrop make a revised final offer and submit a copy of the revised final offer letter.
 - viii. Reserve a room for the hearing.
 - ix. Coordinate the hearing date with Counsel for the City of Bastrop, the Appraiser, the Engineering witness, the three Special Commissioners, the court reporter and any other parties designated by the City of Bastrop.
 - x. Coordinate a pre-hearing conference if required by Counsel for the City of Bastrop.
 - xi. After the hearing is set, serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they must be served not later than 60 days prior to the date of the hearing.
 - xii. Once the notices have been served, file the original notices with the court and send copies stamped "copy" to Counsel for the City of Bastrop.
 - xiii. Send a reminder letter to all parties.
- b. Post-Hearing Support (As Requested by City of Bastrop)
- i. Obtain the signatures of Commissioners and file with the court for the judge's signatures within two days the Hearing.
 - ii. Obtain and distribute to Counsel for the City of Bastrop certified copies of the award.
 - iii. File payment of the award in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
 - iv. Take photographs of the interest to be acquired on the day of deposit.



Schedule B Fee Schedule

In Fee Land Acquisition Services:

Right of Entry:	\$ 500.00 per parcel
Title/Curative Services:	\$2,500.00 per parcel
Document Services:	\$1,000.00 per parcel
Negotiation Services:	\$2,500.00 per parcel
Acquisition/Closing Service:	\$2,500.00 per parcel

Easement/Temporary Easement Acquisition Services:

Right of Entry:	\$ 500.00 per parcel
Title/Curative Services:	\$1,500.00 per parcel
Document Services:	\$750.00 per parcel
Negotiation Services:	\$2,500.00 per parcel
Acquisition/Closing Services:	\$2,500.00 per parcel

Appraisal Services:

Vacant Land:	\$3,500.00 to \$5,000.00 per parcel
Residential Improved:	\$4,000.00 to \$6,000.00 per parcel
Commercial Improved:	\$4,500.00 to \$7,500.00 per parcel

Relocation Services:

Residential:	\$7,500.00 to 8,500.00
Business:	\$8,500.00 to 10,000.00
Personal Property:	\$2,500.00 to \$4,000.00

Public Information meetings, City Council meetings, route development visits, project design meetings, relocation coordination, and condemnation support shall be billed at an hourly basis.

Hourly Rates:

Partner Hourly Rate:	\$150.00
Administrative Agent:	\$ 75.00
Appraiser:	\$250.00

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Schedule C Insurance

7Arrows shall maintain the following basic insurance coverage at minimum:

I. COMMERCIAL GENERAL LIABILITY including Products/Completed Operations Coverage and Contractual Liability with minimum limits of liability for Bodily Injury and Property Damage for:

\$500,000 General Aggregate

\$500,000 Products and Completed Operations Aggregate

\$500,000 Personal and Advertising Injury

\$500,000 Each Occurrence Limit

\$ 50,000 Fire Legal Liability

\$ 5,000 Medical Expense

II. AUTOMOBILE LIABILITY including Hired and Non-Owned vehicles with minimum limits of liability of:

\$500,000 Combined Single Limits for Bodily Injury & Property Damage

III. UMBRELLA OR EXCESS LIABILITY coverage with a minimum limit of liability of \$1,000,000.

IV. WORKER'S COMPENSATION including Employer's Liability with a limit of:

As required by Statute

V. PROFESSIONAL LIABILITY with minimum limits of liability of \$500,000.

Before commencing work, 7Arrows shall furnish Bastrop with original Certificate(s) of Insurance by 7Arrows agent(s). Use the standard Acord insurance form. Prior to the policy's expiration date and for the term of this Agreement, 7Arrows shall furnish Bastrop with renewed Certificates of Insurance.

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Task Order 1
City of Bastrop – West Side Collection System Improvements

In Fee Land Acquisition Services:

Title/Curative Services:	\$2,500.00 per parcel
Document Services:	\$1,000.00 per parcel
Negotiation Services:	\$2,500.00 per parcel
Acquisition/Closing Service:	\$2,500.00 per parcel
Estimated price per parcel:	\$8,500.00
In Fee Land Acquisition Cost – 2 parcels:	\$17,000.00

Easement/Temporary Easement Acquisition Services:

Title/Curative Services:	\$1,500.00 per parcel
Document Services:	\$750.00 per parcel
Negotiation Services:	\$2,500.00 per parcel
Acquisition/Closing Services:	\$2,500.00 per parcel
Estimated price per parcel:	\$7,250.00
4 parcels -Easement/TCE Acquisition:	\$29,000.00

Total Acquisition Services: **\$46,000.00**

Submitted by: Nicole Costanza
Nicole Costanza, Managing Partner

*Two, 2-hour meetings per month included; in excess will be billed at hourly rate

*Mileage, copies and/or postage included

*Invoices to be submitted by the 3rd of each month and are due 30 days from receipt

Partner Hourly Rate: \$150.00