



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF CITY COUNCIL REGULAR MEETING
Wednesday, January 26, 2022 at 7:00 PM

Notice is hereby given that the City Council of the City of West Lake Hills, Texas, will hold a Regular Meeting on the 26th day of January, 2022 at 7:00 p.m., in the Council Chamber, Municipal Building, 911 Westlake Drive, West Lake Hills, Texas, at which time the following items will be discussed, to-wit:

REMOTE ACCESS:

Due to the COVID-19 Stage 5 status in Travis County, any citizens or applicants that wish to speak at the meeting are encouraged to attend virtually, as the number of seats in the chambers will be limited due to physical distancing. Facial Coverings are not required, but highly recommended, and will be available for any that need one.

Join Zoom Meeting: Copy and Paste the link below:

<https://us02web.zoom.us/j/86335170624?pwd=cHd2d2lDRWtIVE51eDhOVUMxOHF5UT09>

Meeting ID: 863 3517 0624

Passcode: 608023

If you wish to listen to the meeting via telephone: Dial (346) 248-7799, Meeting ID863 3517 0624 , Password: 608023

If you wish to speak during the meeting, please provide your name, phone number and the item number you wish to speak on to citysec@westlakehills.gov by 1:00 P.M. on January 26, 2022.

Members of the public who wish to submit their written comments in lieu of speaking shall submit their comments by emailing citysec@westlakehills.gov. Comments must be received by 1:00 P.M. on January 26, 2022.

1. Call to Order
2. Proclamation Recognizing the West Lake High School Football Team's State Championship Win
3. Proclamation Recognizing Coach Todd Dodge for Being Selected as the 2021 National

Coach Of The Year by High School Football America

4. Citizen Communications The City Council Welcomes Public Comments at this Point on any Issue. If the Issue is Listed on the Agenda, the Speaker May Choose to Comment During the Public Comment Period or When the Specific Agenda item is Taken Up by the Council Later in the Meeting. The Council Cannot Respond to Matters Not Listed on the Agenda Until a Future Meeting. Speakers Shall Limit Their Comments to Five (5) Minutes Each
5. Consent Agenda All Consent Agenda Items Listed are Considered to be Routine by the City Council and Will be Enacted by One (1) Motion. No Separate Discussion or Action on any of the Items is Necessary Unless Desired by a Council Member or Citizen
 - a. Approval of the December 8, 2021 Regular Meeting Minutes
 - b. Approval of the January 12, 2022 Regular Meeting Minutes
 - c. Approve the Appointment of Ryan Henry as Presiding and Jay Caballero as Associate Judge
6. Administration Discuss and Consider Action on a Work Authorization for K Friese & Associates for Bond Projects
7. Finance Discuss and Consider Action on a Reimbursement Resolution Expressing Intent to Finance Expenditures.
8. Administration Update on the Upcoming May 7, 2022 General Election
9. Ordinance Discuss and Consider Action to Order the May 7, 2022 General Election for the Positions of Mayor, Councilmember Place 2, and Councilmember Place 4
10. Administration Discussion and Update Regarding the City Administrator Recruitment Search
11. Administration Discussion and Update Regarding the Timeline for Bond Items
12. Executive Session An Executive Session may be held in accordance with the authority contained in Texas Government Code, section 551.071 for:
 - a. Consultation with Legal Counsel to discuss pending litigation in Cause No. 2019-03-28-01; City of West Lake Hills, Plaintiff, v. Jaff Ventures, LLC; Douglas Jaffe III, and 1405 Wild Cat Hollow, West Lake Hills, Texas, Defendants and Cause No. D-1-GN-19-007546; City of West Lake Hills, Plaintiff v. Jaff Ventures, LLC and Douglas Jaffe III
 - b. Consultation with City Attorney Regarding an Update on Cause No. D-1-GN-001858, City of West Lake Hills vs. Yaupon Partners, LLC and Ray McMackin;

Case No. 12-12734-tmd, In re: Raymond McMackin; and Adversary No. 13-01049-tmd, City of West Lake Hills v. Raymond McMackin

- c. Discuss pending litigation in Cause No. D-1-GN-21-007357; *Alvarez v. City of West Lake Hills Board of Adjustment*, 200th District Court, Travis County, Texas – 1505 Wildcat Hollow

13. Administration Take any Necessary or Appropriate Action on Matters Posted for Consideration in Closed/Executive Session

14. Adjournment

Approved by: Linda Anthony, Mayor

Certificate

I certify that the above Notice of the January 26, 2022 City Council Regular Meeting was posted online at <https://westlakehills.org/281/Agendas-Minutes> and on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, January 21, 2022 by 5:00 pm and will remain posted continuously until said meeting is convened.

Signed by: Stephanie Mills, City Secretary

The City of West Lake Hills is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request.

All items on the agenda are for discussion and/or action. City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL REGULAR MEETING
Wednesday, December 8, 2021 at 7:00 PM

1. Call to Order Call to Order

With a quorum present, Mayor Anthony called the meeting to order at 8:19 p.m. Members in attendance were Mayor Linda Anthony, Mayor Pro Tem Walker, Councilmembers Rhonda McCollough, Brian Plunkett, Beth South, and Gordon Bowman.

2. Citizen Communications

Mayor Anthony Opened the Meeting for Public Comments. Hearing None, the Public Comment Section was Closed.

3. Consent Agenda All Consent Agenda Items Listed are Considered to be Routine by the City Council and Will be Enacted by One (1) Motion. No Separate Discussion or Action on any of the Items is Necessary Unless Desired by a Council Member or Citizen
- a. Approval of the November 10, 2021 Regular Meeting Minutes
 - b. Adopt a Resolution Amending both the (1) Investment Policy and Strategy and the (2) Financial Procedures and Controls

A Motion to Add Item 4: Wildcat Harbor Minor Plat to the Consent Agenda Made by Councilmember McCollough with a Second by Councilmember Plunkett. The Motion to Add Item 4 to the Consent Agenda Carried Unanimously by a Vote of 5 Ayes to 0 Nays.

A Motion for Approval of the Consent Agenda Made by Mayor Pro Tem Walker with a Second by Councilmember Bowman. The Motion for Approval Carried Unanimously by a Vote of 5 Ayes to 0 Nays.

4. Land Use **Wildcat Harbor Minor Plat:** Discuss and Consider Action on an Application for a Minor Subdivision Plat at 1501 Wildcat Hollow, 1.1426 acres of Land, Zoned One-Family Residential. (West Lake Hills Code Chapter 36 - Subdivisions). Davin Fillpot, Agent for Vincent and Heidi Restivo.

This Item was Added to the Consent Agenda and Approved

5. Resolution Discuss And Consider Action On a Resolution Joining with the State of Texas and Political Subdivisions of the State as a Party in the Texas Opioid Settlement Agreements Secured by the Office of the Attorney General; Authorizing the Mayor to Execute Settlement Participation Forms; and Establishing An Effective Date

A Motion for the Adoption of the Resolution Made by Councilmember Bowman with a Second by Councilmember McCollough.

The Motion for Adoption Carried Unanimously by a Vote of 5 Ayes to 0 Nays.

6. Land Use Discuss and Consider Action for Approval of an Ordinance of the City of West Lake Hills, Texas, Authorizing the Administrative Approval of Short-Term Rental Permits; Updating the Fees for Short-Term Rental Permits and Renewals; Providing for Other Related Matters; and Providing for the Following: Findings of Fact; Enactment; Repealer; Severability; Penalty; Codification; Effective Date; and Proper Notice & Meeting

A Motion for the Adoption of an Ordinance Made by Mayor Pro Tem Walker with a Second by Councilmember McCollough.

The Motion for Adoption Carried Unanimously by a Vote of 5 Ayes to 0 Nays.

7. Administration Discussion and Update Regarding the Timeline for the Bond Items

No Action Taken on This Item

8. Administration Discuss and Consider Action on the Legal Services Request for Qualifications Submittals

No Action was Taken on this Item.

9. Personnel Discuss and Consider Action on a Position Update to Expand the Part Time Permit Assistant Position to a Full Time Development Coordinator Position in the Building & Development Services Department.

A Motion for Approval on the Permit Assistant Position Expansion Made by Councilmember Plunkett with a Second by Councilmember South.

The Motion for Approval Carried Unanimously by a Vote of 5 Ayes to 0 Nays.

10. Personnel Discuss and Consider Action on the Recruitment of the City Administrator Position

A Motion for Approval to Utilize Strategic Government Resources for the City Administrator Recruitment Made by Councilmember Bowman with a Second by Mayor Pro Tem Walker

The Motion for Approval Carried Unanimously by a Vote of 5 Ayes to 0 Nays.

11. Administration Executive Session: An Executive Session may be held in accordance with the authority contained in Texas Government Code, section 551.071 for:
 - a. Consultation with City Attorney Regarding an Update on Cause No. D-1-GN-001858, City of West Lake Hills vs. Yaupon Partners, LLC and Ray McMackin;

Case No. 12-12734-tmd, In re: Raymond McMackin; and Adversary No. 13-01049-tmd, City of West Lake Hills v. Raymond McMackin

b. Deliberation Regarding Real Property (Texas Government Code Section 551.072)

Council went into Executive Session at 8:57 p.m. and reconvened in Open Session at 9:27 p.m.

12. Administration Take any Necessary or Appropriate Action on Matters Posted for Consideration in Closed/Executive Session

No Action Was Taken on This Item

13. Adjournment

A Motion to Adjourn the Meeting Made at 9:27 p.m. by Mayor Pro Tem Walker with a Second by Councilmember Plunkett.

Motion to Adjourn Carried Unanimously by a Vote of 5 Ayes to 0 Nays.

Respectfully submitted,

Linda Anthony, Mayor

ATTEST:

Stephanie Mills, City Secretary

These minutes were approved on _____, 2022.

CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A CITY COUNCIL REGULAR MEETING
Wednesday, January 12, 2022 at 7:00 PM

1. Call to Order

1. **With an in-person quorum present, Mayor Anthony called the meeting to order at 7:13 p.m.**

Members in attendance were Mayor Linda Anthony, Mayor Pro Tem Walker, Councilmembers Rhonda McCollough, Brian Plunkett, Beth South, and Gordon Bowman.

2. Citizen Communications The City Council Welcomes Public Comments at this Point on any Issue. If the Issue is Listed on the Agenda, the Speaker May Choose to Comment During the Public Comment Period or When the Specific Agenda item is Taken Up by the Council Later in the Meeting. The Council Cannot Respond to Matters Not Listed on the Agenda Until a Future Meeting. Speakers Shall Limit Their Comments to Five (5) Minutes Each

Mayor Anthony opened the meeting for public comments. Hearing none, the public comment section was closed.

3. Ceremonial Approve the Appointment of Ryan Henry as Presiding and Jay Caballero as Associate Judge

A Motion for Approval was made by Councilmember Bowman with a Second by Mayor Pro Tem Walker.

The Motion for Approval carried unanimously by a vote of 5 ayes to 0 nays.

4. Announcements Recognition of Talia Maldonado for Obtaining the Level 1 Court Clerk Certification

Talia Maldonado was recognized for her achievements.

5. Consent Agenda All Consent Agenda Items Listed are Considered to be Routine by the City Council and Will be Enacted by One (1) Motion. No Separate Discussion or Action on any of the Items is Necessary Unless Desired by a Council Member or Citizen

a. Approval of the December 8, 2021 Regular Meeting Minutes

A Motion for Approval was made by Councilmember Plunkett with a Second by Councilmember Bowman

The Motion for Approval carried unanimously by a vote of 5 ayes to 0 nays.

6. Finance Consideration and possible action on a Reimbursement Resolution expressing intent to finance expenditures.

This item was postponed

7. Land Use Discuss and consider action for Approval of an Ordinance of the City of West Lake Hills, Texas, amending Chapter 38, Article 38.02, Section 38.02.007 of the Code of Ordinances by adding factors the Board of Adjustment may consider in exercising its authority to authorize variances from the terms of a zoning ordinance to determine whether compliance with an ordinance as applied to a structure would result in unnecessary hardship; and providing for the following: findings of fact; enactment; repealer; severability; penalty; codification; effective date; and proper notice & meeting

This item was postponed

8. Administration Discussion and Update Regarding the Timeline for Bond Items

No action was taken on this item

- a. Deliberation Regarding Real Property (Texas Government Code Section 551.072)
- b. Consultation with City Attorney Regarding an Update on Cause No. D-1-GN-001858, City of West Lake Hills vs. Yaupon Partners, LLC and Ray McMackin; Case No. 12-12734-tmd, In re: Raymond McMackin; and Adversary No. 13-01049-tmd, City of West Lake Hills v. Raymond McMackin
- c. Consultation with Legal Counsel to discuss pending litigation in Cause No. 2019-03-28-01; City of West Lake Hills, Plaintiff, v. Jaff Ventures, LLC; Douglas Jaffe III, and 1405 Wild Cat Hollow, West Lake Hills, Texas, Defendants and Cause No. D-1-GN-19-007546; City of West Lake Hills, Plaintiff v. Jaff Ventures, LLC and Douglas Jaffe III
- d. Discuss pending litigation in Cause No. D-1-GN-21-007357; *Alvarez v. City of West Lake Hills Board of Adjustment*, 200th District Court, Travis County, Texas – 1505 Wildcat Hollow

Council went into Executive Session at 7:22 p.m. and reconvened in Open Session at 7:48 p.m.

10. Administration Take any Necessary or Appropriate Action on Matters Posted for Consideration in Closed/Executive Session

No action was taken on this item.

11. Adjournment

A Motion to Adjourn the meeting was made at 7:48 p.m. by Councilmember Plunkett with a Second by Mayor Pro Tem Walker.

The Motion to Adjourn carried unanimously by a vote of 5 ayes to 0 nays.

Respectfully submitted,

LINDA ANTHONY, MAYOR

ATTEST:

Stephanie Mills, City Secretary

These minutes were approved on _____, 2022.

WEST LAKE HILLS BOND PROGRAM																										
iD		Task Mode	Task Name	Duration	Start	Finish	2022												2023							
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
1																										
2			WEST LAKE HILLS BOND PROGRAM	805 days	Mon 1/31/22	Fri 2/28/25																				
3			NOTICE TO PROCEED	1 day	Mon 1/31/22	Mon 1/31/22																				
4			Data Collection	10 days	Mon 1/31/22	Fri 2/11/22																				
5			Design Phase	240 days	Mon 1/31/22	Fri 12/30/22																				
6			30% Submittal	115 days	Mon 1/31/22	Fri 7/8/22																				
7			Eanes Creek	40 days	Mon 1/31/22	Fri 3/25/22																				
8			Survey	15 days	Mon 1/31/22	Fri 2/18/22																				
9			Geotechnical Investigations	10 days	Mon 1/31/22	Fri 2/11/22																				
10			Environmental	5 days	Mon 1/31/22	Fri 2/4/22																				
11			Hydrologic Analysis	10 days	Mon 2/14/22	Fri 2/25/22																				
12			Hydraulic Analysis	20 days	Mon 2/28/22	Fri 3/25/22																				
13			Drainage Design	20 days	Mon 2/7/22	Fri 3/4/22																				
14			Roadway Design	20 days	Mon 2/7/22	Fri 3/4/22																				
15			Stormwater Pollution Prevention Plan	5 days	Mon 3/7/22	Fri 3/11/22																				
16			Westlake Drive	60 days	Mon 1/31/22	Fri 4/22/22																				
17			Survey	25 days	Mon 3/7/22	Fri 4/8/22																				
18			Environmental	5 days	Mon 2/21/22	Fri 2/25/22																				
19			Hydrologic Analysis	10 days	Mon 1/31/22	Fri 2/11/22																				
20			Hydraulic Analysis	15 days	Mon 3/28/22	Fri 4/15/22																				
21			Drainage Design	15 days	Mon 3/28/22	Fri 4/15/22																				
22			Roadway Design	15 days	Mon 3/28/22	Fri 4/15/22																				
23			Stormwater Pollution Prevention Plan	5 days	Mon 4/18/22	Fri 4/22/22																				
24			Laurel Valley	70 days	Mon 1/31/22	Fri 5/6/22																				
25			Survey	15 days	Mon 3/28/22	Fri 4/15/22																				
26			Geotechnical Investigations	10 days	Mon 2/14/22	Fri 2/25/22																				
27			Environmental	5 days	Mon 2/28/22	Fri 3/4/22																				
28			Hydrologic Analysis	10 days	Mon 1/31/22	Fri 2/11/22																				
29			Hydraulic Analysis	20 days	Mon 4/4/22	Fri 4/29/22																				
30			Drainage Design	15 days	Mon 4/4/22	Fri 4/22/22																				
31			Roadway Design	20 days	Mon 4/4/22	Fri 4/29/22																				
32			Stormwater Pollution Prevention Plan	5 days	Mon 5/2/22	Fri 5/6/22																				
33			Yaupon Valley	70 days	Mon 1/31/22	Fri 5/6/22																				
34			Survey	15 days	Mon 4/4/22	Fri 4/22/22																				
35			Geotechnical Investigations	10 days	Mon 2/28/22	Fri 3/11/22																				
36			Environmental	5 days	Mon 3/7/22	Fri 3/11/22																				
37			Hydrologic Analysis	10 days	Mon 1/31/22	Fri 2/11/22																				
38			Hydraulic Analysis	10 days	Mon 4/11/22	Fri 4/22/22																				
39			Drainage Design	15 days	Mon 4/11/22	Fri 4/29/22																				
40			Roadway Design	15 days	Mon 4/11/22	Fri 4/29/22																				
41			Stormwater Pollution Prevention Plan	5 days	Mon 5/2/22	Fri 5/6/22																				
42			Redbud Trail	55 days	Mon 1/31/22	Fri 4/15/22																				
43			Survey	30 days	Mon 2/7/22	Fri 3/18/22																				
44			Geotechnical Investigations	10 days	Mon 2/7/22	Fri 2/18/22																				
45			Hydrologic Analysis	10 days	Mon 1/31/22	Fri 2/11/22																				
46			Hydraulic Analysis	10 days	Mon 3/7/22	Fri 3/18/22																				
47			Drainage Design	10 days	Mon 3/7/22	Fri 3/18/22																				
48			Roadway Design	25 days	Mon 3/7/22	Fri 4/8/22																				
49			Stormwater Pollution Prevention Plan	5 days	Mon 4/11/22	Fri 4/15/22																				
50			PS&E Development	45 days	Mon 3/28/22	Fri 5/27/22																				
51			QA/QC	15 days	Mon 5/30/22	Fri 6/17/22																				
52			30% Submittal	0 days	Fri 6/17/22	Fri 6/17/22																				
53			City Review	10 days	Mon 6/20/22	Fri 7/1/22																				
54			30% Design Meeting	5 days	Mon 7/4/22	Fri 7/8/22																				
55			90% Submittal	100 days	Mon 6/20/22	Fri 11/4/22																				

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WEST LAKE HILLS BOND PROGRAM																										
iD		Task Mode	Task Name	Duration	Start	Finish	2022												2023							
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
56			Utility Coordination	45 days	Mon 6/20/22	Fri 8/19/22																				
57			Eanes Creek	50 days	Mon 7/11/22	Fri 9/16/22																				
58			Hydrologic Analysis	5 days	Mon 7/11/22	Fri 7/15/22																				
59			Hydraulic Analysis	22 days	Thu 7/14/22	Fri 8/12/22																				
60			Drainage Design	15 days	Mon 8/15/22	Fri 9/2/22																				
61			Roadway Design	15 days	Mon 8/22/22	Fri 9/9/22																				
62			Stormwater Pollution Prevention Plan	5 days	Mon 9/12/22	Fri 9/16/22																				
63			Westlake Drive	35 days	Mon 7/11/22	Fri 8/26/22																				
64			Hydrologic Analysis	5 days	Mon 7/11/22	Fri 7/15/22																				
65			Hydraulic Analysis	12 days	Thu 7/14/22	Fri 7/29/22																				
66			Drainage Design	12 days	Mon 8/1/22	Tue 8/16/22																				
67			Roadway Design	10 days	Mon 8/8/22	Fri 8/19/22																				
68			Stormwater Pollution Prevention Plan	5 days	Mon 8/22/22	Fri 8/26/22																				
69			Laurel Valley	35 days	Mon 7/11/22	Fri 8/26/22																				
70			Hydrologic Analysis	5 days	Mon 7/11/22	Fri 7/15/22																				
71			Hydraulic Analysis	12 days	Thu 7/14/22	Fri 7/29/22																				
72			Drainage Design	5 days	Mon 8/1/22	Fri 8/5/22																				
73			Roadway Design	10 days	Mon 8/8/22	Fri 8/19/22																				
74			Stormwater Pollution Prevention Plan	5 days	Mon 8/22/22	Fri 8/26/22																				
75			Yaupon Valley	35 days	Mon 7/11/22	Fri 8/26/22																				
76			Hydrologic Analysis	5 days	Mon 7/11/22	Fri 7/15/22																				
77			Hydraulic Analysis	12 days	Thu 7/14/22	Fri 7/29/22																				
78			Drainage Design	10 days	Mon 8/1/22	Fri 8/12/22																				
79			Roadway Design	10 days	Mon 8/8/22	Fri 8/19/22																				
80			Stormwater Pollution Prevention Plan	5 days	Mon 8/22/22	Fri 8/26/22																				
81			Redbud Trail	45 days	Mon 7/11/22	Fri 9/9/22																				
82			Hydrologic Analysis	5 days	Mon 7/11/22	Fri 7/15/22																				
83			Hydraulic Analysis	12 days	Thu 7/14/22	Fri 7/29/22																				
84			Drainage Design	10 days	Mon 8/1/22	Fri 8/12/22																				
85			Roadway Design	20 days	Mon 8/8/22	Fri 9/2/22																				
86			Stormwater Pollution Prevention Plan	5 days	Mon 9/5/22	Fri 9/9/22																				
87			Terrace Mountain	30 days	Mon 7/11/22	Fri 8/19/22																				
88			Hydrologic Analysis	5 days	Mon 7/11/22	Fri 7/15/22																				
89			Hydraulic Analysis	7 days	Thu 7/14/22	Fri 7/22/22																				
90			Drainage Design	5 days	Mon 7/25/22	Fri 7/29/22																				
91			Roadway Design	10 days	Mon 8/1/22	Fri 8/12/22																				
92			Stormwater Pollution Prevention Plan	5 days	Mon 8/15/22	Fri 8/19/22																				
93			PS&E Development	30 days	Mon 8/15/22	Fri 9/23/22																				
94			QA/QC	15 days	Mon 9/26/22	Fri 10/14/22																				
95			90% Submittal	0 days	Fri 10/14/22	Fri 10/14/22																				
96			City Review	10 days	Mon 10/17/22	Fri 10/28/22																				
97			90% Design Meeting	5 days	Mon 10/31/22	Fri 11/4/22																				
98			100% Submittal	35 days	Mon 11/7/22	Fri 12/23/22																				
99			Design	10 days	Mon 11/7/22	Fri 11/18/22																				
100			PS&E Development	15 days	Mon 11/21/22	Fri 12/9/22																				
101			QA/QC	5 days	Mon 12/12/22	Fri 12/16/22																				
102			100% Submittal	0 days	Fri 12/16/22	Fri 12/16/22																				
103			City Review	5 days	Mon 12/19/22	Fri 12/23/22																				
104			Construction Access	90 days	Mon 8/15/22	Fri 12/16/22																				
105			Permitting	30 days	Mon 11/21/22	Fri 12/30/22																				
106			Land Acquisition	120 days	Mon 11/7/22	Fri 4/21/23																				
107			Bid and Construction Phase	565 days	Mon 1/2/23	Fri 2/28/25																				
108			Bid Phase	45 days	Mon 1/2/23	Fri 3/3/23																				
109			Construction Phase	520 days	Mon 3/6/23	Fri 2/28/25																				
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KFA MANPOWER/BUDGET ESTIMATE (ATTACHMENT B)
CITY OF WEST LAKE HILLS
BOND PROGRAM

Task	Principal Hours	QA/QC Engineer Hours	Project Manager Hours	Senior Engineer Hours	Project Engineer Hours	EIT Hours	Senior Technician Hours	Admin Hours	Total Labor Hours	Total Labor Cost	Sub-Consultant Cost	Expenses Cost	Total Cost
A PROJECT MANAGEMENT													
1 Project Management/Administration	12		42	84				42	180	\$30,624			\$30,624
2 Project Design Meetings			62	99		62	50		273	\$42,766		\$1,810	\$44,576
a Monthly Status Meetings (12)			12	24		12			48	\$8,016		\$310	\$8,326
b Property Meetings (50)			50	75		50	50		225	\$34,750		\$1,500	\$36,250
Task A Subtotal	12	0	166	282	0	124	100	42	453	\$73,390	\$0	\$1,810	\$75,200
B DATA COLLECTION													
1 Gather data					2	2			4	\$508			\$508
2 FEMA data					2	4			6	\$728			\$728
3 Site Visit (1)			8		20	20			48	\$6,568		\$30	\$6,598
Task B Subtotal	0	0	8	0	24	26	0	0	58	\$7,804	\$0	\$30	\$7,834
C EANES CREEK LOW WATER CROSSING													
1 Surveying			2		2	2			6	\$880	\$87,098		\$87,978
2 Land Acquisition			2	2		8	6		18	\$2,344	\$46,800		\$49,144
3 Geotechnical Investigations			2		2	2			6	\$880	\$8,700		\$9,580
4 Environmental			2		2	2			6	\$880	\$9,277		\$10,157
5 Hydrologic Analysis				4	24	32			60	\$7,720			\$7,720
6 Hydraulic Analysis	2		2	12	24	48			88	\$11,880			\$11,880
7 Drainage Design				12	24	72			108	\$13,608			\$13,608
30% Deliverable				6	12	36			54	\$6,804			\$6,804
90% Deliverable				4	8	24			36	\$4,536			\$4,536
100% Deliverable				2	4	12			18	\$2,268			\$2,268
8 Roadway Design				34	88	128			250	\$33,076			\$33,076
30% Deliverable				16	40	56			112	\$14,896			\$14,896
90% Deliverable				12	32	48			92	\$12,120			\$12,120
100% Deliverable				6	16	24			46	\$6,060			\$6,060
9 Stormwater Pollution Prevention Plan (SW3P)					4	12			16	\$1,896			\$1,896
10 QA/QC	8	24	24	12					68	\$13,416			\$13,416
11 Permitting	4	8	16	46	54	60	12		200	\$29,948			\$29,948
a FEMA	4	8	16	32	48	60	12		180	\$26,480			\$26,480
b USACE				8	4				12	\$2,064			\$2,064
c TCEQ				6	2				8	\$1,404			\$1,404
Task C Subtotal	14	32	50	122	224	366	18	0	826	\$116,528	\$151,875	\$0	\$268,403
D WESTLAKE DRIVE DRAINAGE AND PAVEMENT IMPROVEMENTS													
1 Surveying			2		2	2			6	\$880	\$108,679		\$109,559
2 Land Acquisition			2	2		8	4		16	\$2,104	\$31,200		\$33,304
3 Environmental			2		2	2			6	\$880	\$8,855		\$9,735
4 Hydrologic Analysis				2	4	12			18	\$2,268			\$2,268
5 Hydraulic Analysis			2	4	12	24			42	\$5,484			\$5,484
6 Drainage Design				12	36	96			144	\$17,976			\$17,976
30% Deliverable				6	18	48			72	\$8,988			\$8,988
90% Deliverable				4	12	32			48	\$5,992			\$5,992
100% Deliverable				2	6	16			24	\$2,996			\$2,996
7 Roadway Design				16	40	88			144	\$18,416			\$18,416
30% Deliverable				8	20	40			68	\$8,768			\$8,768
90% Deliverable				6	12	32			50	\$6,364			\$6,364
100% Deliverable				2	8	16			26	\$3,284			\$3,284
8 Stormwater Pollution Prevention Plan (SW3P)					4	12			16	\$1,896			\$1,896
9 QA/QC		24	24	12					60	\$11,256			\$11,256
10 Permitting			2	18	14	12	4		50	\$7,536			\$7,536
a FEMA			2	4	8	12	4		30	\$4,068			\$4,068
b USACE				8	4				12	\$2,064			\$2,064
c TCEQ				6	2				8	\$1,404			\$1,404
Task D Subtotal	0	24	34	66	114	256	8	0	502	\$68,696	\$148,734	\$0	\$217,430

KFA MANPOWER/BUDGET ESTIMATE (ATTACHMENT B)
CITY OF WEST LAKE HILLS
BOND PROGRAM

Task	Principal Hours	QA/QC Engineer Hours	Project Manager Hours	Senior Engineer Hours	Project Engineer Hours	EIT Hours	Senior Technician Hours	Admin Hours	Total Labor Hours	Total Labor Cost	Sub-Consultant Cost	Expenses Cost	Total Cost
E LAUREL VALLEY DRAINAGE AND PAVEMENT IMPROVEMENTS													
1 Surveying			2		2	2			6	\$880	\$108,998		\$109,878
2 Land Acquisition			2	2		8	16		28	\$3,544	\$132,600		\$136,144
3 Geotechnical Investigations			2		2	2			6	\$880	\$8,700		\$9,580
4 Environmental			2		2	2			6	\$880	\$9,455		\$10,335
5 Hydrologic Analysis				2	4	12			18	\$2,268			\$2,268
6 Hydraulic Analysis			4	8	16	32			60	\$8,056			\$8,056
7 Drainage Design				18	72	146			236	\$29,776			\$29,776
30% Deliverable				8	32	56			96	\$12,256			\$12,256
90% Deliverable				6	24	42			72	\$9,192			\$9,192
100% Deliverable				4	16	48			68	\$8,328			\$8,328
8 Roadway Design				34	68	108			210	\$27,996			\$27,996
30% Deliverable				16	32	48			96	\$12,864			\$12,864
90% Deliverable				12	24	40			76	\$10,088			\$10,088
100% Deliverable				6	12	20			38	\$5,044			\$5,044
9 Stormwater Pollution Prevention Plan (SW3P)					4	12			16	\$1,896			\$1,896
10 QA/QC		30	30	12					72	\$13,512			\$13,512
11 Permitting			2	18	14	12	4		50	\$7,536			\$7,536
a FEMA			2	4	8	12	4		30	\$4,068			\$4,068
b USACE				8	4				12	\$2,064			\$2,064
c TCEQ				6	2				8	\$1,404			\$1,404
Task E Subtotal	0	30	44	96	180	332	4	0	708	\$97,224	\$259,754	\$0	\$356,978
F YAUPON VALLEY DRAINAGE AND PAVEMENT IMPROVEMENTS													
1 Surveying			2		2	2			6	\$880	\$98,188		\$99,068
2 Land Acquisition			2	2		8	12		24	\$3,064	\$93,600		\$96,664
3 Geotechnical Investigations			2		2	2			6	\$880	\$8,700		\$9,580
4 Environmental			2		2	2			6	\$880	\$9,375		\$10,255
5 Hydrologic Analysis				2	4	8			14	\$1,828			\$1,828
6 Hydraulic Analysis			2	4	8	16			30	\$4,028			\$4,028
7 Drainage Design	2		6	6	24	72			110	\$14,148			\$14,148
30% Deliverable	2		4	4	12	36			58	\$7,716			\$7,716
90% Deliverable			2	2	8	24			36	\$4,536			\$4,536
100% Deliverable					4	12			16	\$1,896			\$1,896
8 Roadway Design				6	40	56			102	\$13,036			\$13,036
30% Deliverable				4	24	32			60	\$7,720			\$7,720
90% Deliverable				2	12	16			30	\$3,860			\$3,860
100% Deliverable					4	8			12	\$1,456			\$1,456
9 Stormwater Pollution Prevention Plan (SW3P)					4	12			16	\$1,896			\$1,896
10 QA/QC		12	12	6					30	\$5,628			\$5,628
11 Permitting				4	2				6	\$1,032			\$1,032
a TCEQ				4	2				6	\$1,032			\$1,032
Task F Subtotal	2	12	28	30	88	178	12	0	350	\$47,300	\$209,863	\$0	\$257,163
G REDBUD TRAIL DRAINAGE AND PAVEMENT IMPROVEMENTS													
1 Surveying			2		2	2			6	\$880	\$170,374		\$171,254
2 Land Acquisition			2	2		8	8		20	\$2,584	\$62,400		\$64,984
3 Geotechnical Investigations			2		2	2			6	\$880	\$6,700		\$7,580
4 Hydrologic Analysis				2	4	8			14	\$1,828			\$1,828
5 Hydraulic Analysis			2	4	8	16			30	\$4,028			\$4,028
6 Drainage Design				6	40	84			130	\$16,116			\$16,116
30% Deliverable				4	24	48			76	\$9,480			\$9,480
90% Deliverable				2	12	24			38	\$4,740			\$4,740
100% Deliverable					4	12			16	\$1,896			\$1,896
7 Roadway Design				12	72	128			212	\$26,680			\$26,680
30% Deliverable				8	40	72			120	\$15,168			\$15,168
90% Deliverable				4	24	32			60	\$7,720			\$7,720
100% Deliverable					8	24			32	\$3,792			\$3,792
8 Stormwater Pollution Prevention Plan (SW3P)					4	12			16	\$1,896			\$1,896
9 QA/QC		34	34	12					80	\$15,016			\$15,016
10 Permitting				4	2				6	\$1,032			\$1,032
a TCEQ				4	2				6	\$1,032			\$1,032
Task G Subtotal	0	34	42	42	134	260	8	0	520	\$70,940	\$239,474	\$0	\$310,414

KFA MANPOWER/BUDGET ESTIMATE (ATTACHMENT B)
CITY OF WEST LAKE HILLS
BOND PROGRAM

Task	Principal Hours	QA/QC Engineer Hours	Project Manager Hours	Senior Engineer Hours	Project Engineer Hours	EIT Hours	Senior Technician Hours	Admin Hours	Total Labor Hours	Total Labor Cost	Sub-Consultant Cost	Expenses Cost	Total Cost
H TERRACE MOUNTAIN DRAINAGE AND PAVEMENT IMPROVEMENTS													
1 Hydrologic Analysis					2	4			6	\$728			\$728
2 Hydraulic Analysis					4	8			12	\$1,456			\$1,456
3 Drainage Design				2	8	12			22	\$2,844			\$2,844
90% Deliverable				2	6	8			16	\$2,116			\$2,116
100% Deliverable					2	4			6	\$728			\$728
4 Roadway Design				2	16	24			42	\$5,316			\$5,316
90% Deliverable				2	12	16			30	\$3,860			\$3,860
100% Deliverable					4	8			12	\$1,456			\$1,456
5 Stormwater Pollution Prevention Plan (SW3P)					2	8			10	\$1,168			\$1,168
6 QA/QC		12	12	6					30	\$5,628			\$5,628
7 Permitting				4	2				6	\$1,032			\$1,032
a TCEQ				4	2				6	\$1,032			\$1,032
Task H Subtotal	0	12	12	14	34	56	0	0	128	\$18,172	\$0	\$0	\$18,172
I PS&E DEVELOPMENT													
1 Plan Preparation (204 Sheets)				94	286	784	930		2094	\$256,508			\$256,508
2 Contract Documents				2	4	12			18	\$2,268			\$2,268
3 Utility Conflict Assessment					4	8	4		16	\$1,936			\$1,936
4 Opinion of Probable Cost			4	6	12	24			46	\$6,228			\$6,228
5 Design Progress Submittals			4	8	10	12	6	6	46	\$6,276		\$880	\$7,156
Task I Subtotal	0	0	8	110	316	840	940	6	2220	\$273,216	\$0	\$880	\$274,096
J BID AND CONSTRUCTION SERVICES													
1 Bid Phase Services			4		6	8		4	22	\$3,020			\$3,030
a Pre-Bid Conference			2		2			1	5	\$795		\$10	\$805
b Addenda/Bidder Coordination (1)					2	4		1	7	\$867			\$867
c Bid Opening, Tabulation, & Recommendation			2		2	4		2	10	\$1,358			\$1,358
2 Construction Phase Services			22	64	228	248	104	4	670	\$93,780			\$94,540
a Construction Plan Reproduction and Distribution						4		4	8	\$860		\$380	\$1,240
b Pre-Construction Conference				4	4				8	\$1,392		\$10	\$1,402
c Construction Meetings (24)			6	12	24	48			90	\$12,744		\$70	\$12,814
d Construction Oversight (104)			12	24	156	104			296	\$42,832		\$300	\$43,132
e Submittal Review					4	16			20	\$2,464			\$2,464
f Pay Estimate Review (24)					12	24			36	\$4,608			\$4,608
g Change Orders (2)			2	4	8	16	8		38	\$5,256			\$5,256
h RFI's (12)				4	8	12			24	\$3,392			\$3,392
i Contract Close-out			2	4	12	24			42	\$5,784			\$5,784
j Record Drawings				12			96		108	\$14,448			\$14,448
Task J Subtotal	0	0	26	64	234	256	104	8	692	\$96,800	\$0	\$770	\$97,570
Project Totals	28	144	418	826	1,348	2,694	1,194	56	6457	\$870,070	\$1,009,701	\$3,490	\$1,883,261

CITY OF WEST LAKE HILLS
BOND PROJECTS
SCOPE OF SERVICES (ATTACHMENT A)

PROJECT DESCRIPTION

The West Lake Hills Drainage Master Plan Phase II identified six projects to include in a bond package, which was approved in November 2021. The City of West Lake Hills (City) has requested that K Friese + Associates, Inc (KFA) perform the necessary engineering and technical services for the development of the plans, specifications, and estimates (PS&E) and contract documents to construct the bond projects. The following is a detailed scope of services for the design and construction phase services for the projects identified in the bond: Eanes Creek Low Water Crossing, Westlake Drive Drainage and Pavement Improvements, Laurel Valley Drainage and Pavement Improvements, Yaupon Valley Drainage and Pavement Improvements, Redbud Trail Drainage and Pavement Improvements, and Terrace Mountain Drainage and Pavement Improvements.

SCOPE OF SERVICES

A. PROJECT MANAGEMENT

1. Project Management: This task includes routine communication with the City: managing manpower, budgets, and schedules; invoicing; of the work at various stages of progress as well as review of all materials to be submitted; and other activities associated with managing the project.
2. Meetings: For budgeting purposes seventy-two (72) meetings have been assumed:
 - a. Twelve (12) monthly status meetings
 - b. Fifty (50) property owner meetings

B. DATA COLLECTION

1. Gather all pertinent data as required including previous studies, reports, and plans conducted by the City of Austin.
2. Readily available floodplain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers (USACE), local municipalities, and other governmental agencies.
3. Site Visit: KFA will conduct one (1) site visit to assess pavement repair locations and collect data including a photographic record of notable existing features for all projects.

C. EANES CREEK LOW WATER CROSSING

The low water crossings of Eanes Creek and the Eanes Creek Tributary at Camp Craft Road and Eanes School Road are frequently overtopped. Camp Craft Road serves as a high traffic access point to West Lake High School while Eanes School Road serves as the single access point for several subdivisions and properties. The proposed improvements include: replacing the low water crossings with new culverts and associated necessary roadway improvements (estimated as 700 LF), installing sidewalks (estimated as 700 LF), and potential maintenance of the channel (estimated as 600 LF).

1. Surveying: This task includes obtaining a sub-contractor to obtain design level topographic survey for the project area. This task also includes the preparation of up

CITY OF WEST LAKE HILLS
BOND PROJECTS
SCOPE OF SERVICES (ATTACHMENT A)

to six (6) right-of-way documents for land acquisition and easement recordation. See the attached proposal from Landmark Surveying, LP.

2. Land Acquisition: This task includes obtaining a sub-contractor to obtain up to six (6) permanent or temporary easements and/or right-of-way acquisition for the project corridor. See the attached proposal from Spitzer & Associates.
3. Geotechnical Investigations: This task includes obtaining a sub-contractor for geotechnical services to understand the soil conditions and receive design and construction recommendations for the project including pavement design. See the attached proposal from Raba Kistner Inc.
4. Environmental: This task includes obtaining a sub-contractor for environmental services to determine the environmental constraints and permitting for the project area and providing a Phase I memo. See the attached proposal from Raba Kistner Inc.
5. Hydrologic Analysis: Develop a hydrologic model for the contributing basin to each crossing. Determine drainage basins, conveyance paths, channel slopes, time of concentration, curve numbers, and other factors as required to determine frequency-discharge relationships using hydrologic models. Include, at a minimum, the “design” frequency and the 1% Annual Exceedance Probability (AEP) storm frequency. The design will include the following range of frequencies (50%, 10%, 4%, 2%, 1%, and 0.2% AEP). The hydrologic modeling will use HEC-HMS and be in conformance with FEMA requirements.
6. Hydraulic Analysis: Perform a hydraulic analysis for the three culverts. Design frequencies may include the following range of frequencies (50%, 10%, 4%, 2%, and 1% AEP). Prepare roadway overtopping analysis for storm events up to and including the 100-year event. The hydraulic modeling will use HEC-RAS and be in conformance with FEMA requirements.
7. Drainage Design: Perform hydraulic calculations and grading necessary to design roadside ditch improvements. Capacity will be sufficient to meet the “design” frequency and understand the impacts on the 1% AEP storm frequency. Identify easements necessary to contain drainage improvements, if necessary.
8. Roadway Design: Design roadway improvements necessary to accommodate the proposed drainage improvements including raising the profile of the roadway, roadside safety, sidewalks, and traffic control during construction.
9. Stormwater Pollution Prevention (SW3P): Temporary storm water management devices will be needed to minimize the sediment runoff during construction. Permanent erosion control measures, including soil retention blankets, rock berm, or erosion control logs, will be included if needed.
10. Quality Assurance/Quality Control (QA/QC): QA/QC includes high level project concept reviews, review of the work at various intervals, and review of all work products prior to submittal.
11. Permitting:
 - a. FEMA: A LOMR is assumed to be required.
 - b. USACE: A Nationwide permit is assumed to be required.

CITY OF WEST LAKE HILLS
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SCOPE OF SERVICES (ATTACHMENT A)

- c. TCEQ: Coordination with TCEQ for work within the Contributing Zone is assumed, however, formal permitting is not scoped or expected. Work is assumed to be completed under current maintenance policy memo.

D. WESTLAKE DRIVE DRAINAGE AND PAVEMENT IMPROVEMENTS

Little Bee Creek crosses Westlake Drive near the intersection with Laurel Valley Road. The culvert crossing is undersized, causing overtopping of Westlake Drive. The intersections of Westlake Drive with Laurel Valley Road and Redbud Trail are frequently inundated due to inadequate ditch conveyance and sedimentation of culverts. The proposed improvements include: improving the creek crossing, storm sewer (estimated as 250 LF), ditch improvements (estimated as 2,200 LF) and pavement repairs on Westlake Drive (estimated as 1,200 LF).

1. Surveying: This task includes obtaining a sub-contractor to obtain design level topographic survey for the project area. This task also includes the preparation of up to four (4) right-of-way documents for land acquisition and easement recordation. See the attached proposal from Landmark Surveying, LP.
2. Land Acquisition: This task includes obtaining a sub-contractor to obtain up to four (4) permanent or temporary easements and/or Right-of-way acquisition for the project corridor. See the attached proposal from Spitzer & Associates.
3. Environmental: This task includes obtaining a sub-contractor for environmental services to determine the environmental constraints and permitting for the project area and providing a Phase I memo. See the attached proposal from Raba Kistner Inc.
12. Hydrologic Analysis: Develop a hydrologic model for the contributing basin to each crossing. Determine drainage basins, conveyance paths, channel slopes, time of concentration, curve numbers, and other factors as required to determine frequency-discharge relationships using hydrologic models. Include, at a minimum, the “design” frequency and the 1% Annual Exceedance Probability (AEP) storm frequency. The design will include the following range of frequencies (50%, 10%, 4%, 2%, 1%, and 0.2% AEP). The hydrologic modeling will use HEC-HMS and be in conformance with FEMA requirements.
4. Hydraulic Analysis: Perform a hydraulic analysis for the three culverts. Design frequencies may include the following range of frequencies (50%, 10%, 4%, 2%, and 1% AEP). Prepare roadway overtopping analysis for storm events up to and including the 100-year event. The hydraulic modeling will use HEC-RAS and be in conformance with FEMA requirements.
5. Drainage Design: Perform hydraulic calculations and grading necessary to design roadside ditch improvements. Capacity will be sufficient to meet the “design” frequency and understand the impacts of the 1% AEP storm frequency. Identify easements necessary to contain drainage improvements, if necessary.
6. Roadway Design: Design roadway improvements including pavement repairs, roadside safety, and traffic control during construction. Pavement resurfacing will include pervious pavement as directed by the City.

CITY OF WEST LAKE HILLS
BOND PROJECTS
SCOPE OF SERVICES (ATTACHMENT A)

7. Stormwater Pollution Prevention (SW3P): Temporary storm water management devices will be needed to minimize the sediment runoff during construction. Permanent erosion control measures will be included if needed.
8. Quality Assurance/Quality Control (QA/QC): QA/QC includes high level project concept reviews, review of the work at various intervals, and review of all work products prior to submittal.
9. Permitting:
 - a. FEMA: Coordination with FEMA for work within the floodplain is assumed.
 - b. USACE: A Nationwide permit is assumed to be required.
 - c. TCEQ: Coordination with TCEQ for work within the Recharge Zone is assumed, however, formal permitting is not scoped or expected. Work is assumed to be completed under current maintenance policy memo.

E. LAUREL VALLEY DRAINAGE AND PAVEMENT IMPROVEMENTS

Little Bee Creek crosses Laurel Valley Road at three locations with a tributary to Little Bee Creek crossing at another location. Overtopping of Laurel Valley Road occurs as the crossings function as low water crossings, restricting access to residences. In addition, a roadside ditch is inadequate along a portion of Laurel Valley Road. Due to the insufficient capacity, the edge of pavement adjacent to the ditch has been eroded in several locations and some residents have reported flooding in their garages. The proposed improvements include: improving the creek crossings at all four locations, ditch improvements (estimated as 900 LF) and pavement repair along Laurel Valley Road (estimated as 4,100 LF).

1. Surveying: This task includes obtaining a sub-contractor to obtain design level topographic survey for the project area. This task also includes the preparation of up to seventeen (17) right-of-way documents for land acquisition and easement recordation. See the attached proposal from Landmark Surveying, LP.
2. Land Acquisition: This task includes obtaining a sub-contractor to obtain to seventeen (17) permanent easements and/or right-of-way acquisition for the project corridor. See the attached proposal from Spitzer & Associates.
3. Geotechnical Investigations: This task includes obtaining a sub-contractor for geotechnical services to understand the soil conditions and receive design and construction recommendations for the project including pavement design. See the attached proposal from Raba Kistner Inc.
4. Environmental: This task includes obtaining a sub-contractor for environmental services to determine the environmental constraints and permitting for the project area and providing a Phase I memo. See the attached proposal from Raba Kistner Inc.
5. Hydrologic Analysis: Develop a hydrologic model for the contributing basin to each crossing. Determine drainage basins, conveyance paths, channel slopes, time of concentration, curve numbers, and other factors as required to determine frequency-discharge relationships using hydrologic models. Include, at a minimum, the “design” frequency and the 1% Annual Exceedance Probability (AEP) storm frequency. The design will include the following range of frequencies (50%, 10%, 4%, 2%, 1%, and

CITY OF WEST LAKE HILLS
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0.2% AEP). The hydrologic modeling will use HEC-HMS and be in conformance with FEMA requirements.

6. Hydraulic Analysis: Perform a hydraulic analysis for the three culverts, using HEC-RAS. Design frequencies may include the following range of frequencies (50%, 10%, 4%, 2%, and 1% AEP). Prepare roadway overtopping analysis for storm events up to and including the 100-year event.
7. Drainage Design: Perform hydraulic calculations and grading necessary to design roadside ditch improvements. Capacity will be sufficient to meet the “design” frequency and understand the impacts of the 1% AEP storm frequency. Identify easements necessary to contain drainage improvements, if necessary.
8. Roadway Design: Design roadway improvements necessary to accommodate the proposed drainage improvements including raising the profile of the roadway, roadside safety, and traffic control during construction.
9. Stormwater Pollution Prevention (SW3P): Temporary storm water management devices will be needed to minimize the sediment runoff during construction. Permanent erosion control measures will be included if needed.
10. Quality Assurance/Quality Control (QA/QC): QA/QC includes high level project concept reviews, review of the work at various intervals, and review of all work products prior to submittal.
11. Permitting:
 - a. FEMA: Coordination with FEMA for work within the floodplain is assumed
 - b. USACE: A Nationwide permit is assumed to be required.
 - c. TCEQ: Coordination with TCEQ for work within the Contributing Zone is assumed, however, formal permitting is not scoped or expected. Work is assumed to be completed under current maintenance policy memo.

F. YAUPON VALLEY DRAINAGE AND PAVEMENT IMPROVEMENTS

Roadside ditches along Yaupon Valley Road are inadequate and do not provide sufficient capacity to convey minor rain events, causing water to cross the roadway. The culverts near Allegro Lane and Madrone Road, are insufficient to convey frequent rain events, causing overtopping. Several additional culverts along Yaupon Road frequently fill with sediment, are crushed, or do not have adequate conveyance. A spring, located between Allegro Lane and Double Back Bend, is causing pavement damage including creating a hole during large rain events. The proposed improvements include: improving the culvert crossings near Allegro Lane and Madrone Road, ditch improvements and maintenance along Yaupon Valley Road (estimated as 1,700 LF), investigation into the spring origin, potential solutions, and pavement repairs (estimated as 1,800 LF).

1. Surveying: This task includes obtaining a sub-contractor to obtain design level topographic survey for the project area. This task also includes the preparation of up to twelve (12) right-of-way documents for land acquisition and easement recordation. See the attached proposal from Landmark Surveying, LP.

CITY OF WEST LAKE HILLS
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2. Land Acquisition: This task includes obtaining a sub-contractor to obtain up to twelve (12) permanent easements and/or Right-of-way acquisition for the project corridor. See the attached proposal from Spitzer & Associates.
3. Geotechnical Investigations: This task includes obtaining a sub-contractor for geotechnical services to understand the soil conditions and receive design and construction recommendations for the project including pavement design. See the attached proposal from Raba Kistner Inc.
4. Environmental: This task includes obtaining a sub-contractor for environmental services to determine the environmental constraints and permitting for the project area and providing a Phase I memo. See the attached proposal from Raba Kistner Inc.
5. Hydrologic Analysis: Develop a hydrologic model for the contributing basin to each crossing. Determine drainage basins, conveyance paths, channel slopes, time of concentration, curve numbers, and other factors as required to determine frequency-discharge relationships using hydrologic models. Include, at a minimum, the “design” frequency and the 1% Annual Exceedance Probability (AEP) storm frequency. The design will include the following range of frequencies (50%, 10%, 4%, 2%, 1%, and 0.2% AEP). The hydrologic modeling will use HEC-HMS and be in conformance with FEMA requirements.
6. Hydraulic Analysis: The Engineer shall perform a hydraulic analysis for the culverts using FHWA HY-8. Design frequencies may include the following range of frequencies (50%, 10%, 4%, 2%, and 1% AEP). Prepare roadway overtopping analysis for storm events up to and including the 100-year event.
7. Drainage Design: Perform hydraulic calculations and grading necessary to design roadside ditch improvements. Capacity will be sufficient to meet the “design” frequency and understand the impacts of the 1% AEP storm frequency. Identify easements necessary to contain drainage improvements, if necessary.
8. Roadway Design: Design roadway improvements including pavement repairs. Design solutions to correct the pavement failure at the spring location will be developed and evaluated. The recommended solution will be included in the roadway design along with roadside safety and traffic control during construction.
9. Stormwater Pollution Prevention (SW3P): Temporary storm water management devices will be needed to minimize the sediment runoff during construction. Permanent erosion control measures will be included if needed.
10. Quality Assurance/Quality Control (QA/QC): QA/QC includes high level project concept reviews, review of the work at various intervals, and review of all work products prior to submittal.
11. Permitting:
 - a. TCEQ: Coordination with TCEQ for work within the Contributing Zone is assumed, however, formal permitting is not scoped or expected. Work is assumed to be completed under current maintenance policy memo.

CITY OF WEST LAKE HILLS
BOND PROJECTS
SCOPE OF SERVICES (ATTACHMENT A)

G. REDBUD TRAIL DRAINAGE AND PAVEMENT IMPROVEMENTS

The roadside ditches along Redbud Trail routinely fill with rocks and sediment due to the steep hillside adjacent to the roadway. In addition, three culverts cross the roadway between 123 and 301 Redbud Trail. Conveyance downstream of the culverts are undefined and in some cases discharge directly at the residential structure of 125 Redbud Trail, causing recurring flooding. During minor storm events, flow in the ditch is impeded by the lack of driveway culverts and crosses Redbud Trail, towards residential structures. The proposed improvements include: ditch improvements and maintenance along Redbud Trail (estimated as 6,500 LF), improvements to the cross structures and conveyance patterns, and pavement repairs along Redbud Trail (estimated as 13,000 LF).

1. **Surveying:** This task includes obtaining a sub-contractor to obtain design level topographic survey for the project area. This task also includes the preparation of up to eight (8) right-of-way documents for land acquisition and easement recordation. See the attached proposal from Landmark Surveying, LP.
2. **Land Acquisition:** This task includes obtaining a sub-contractor to obtain up to eight (8) permanent easements and/or Right-of-way acquisition for the project corridor. See the attached proposal from Spitzer & Associates.
3. **Hydrologic Analysis:** Develop a hydrologic model for the contributing basin to each crossing. Determine drainage basins, conveyance paths, channel slopes, time of concentration, curve numbers, and other factors as required to determine frequency-discharge relationships using hydrologic models. Include, at a minimum, the “design” frequency and the 1% Annual Exceedance Probability (AEP) storm frequency. The design will include the following range of frequencies (50%, 10%, 4%, 2%, 1%, and 0.2% AEP). The hydrologic modeling will use HEC-HMS and be in conformance with FEMA requirements.
4. **Hydraulic Analysis:** The Engineer shall perform a hydraulic analysis for the culverts using FHWA HY-8. Design frequencies may include the following range of frequencies (50%, 10%, 4%, 2%, and 1% AEP). Prepare roadway overtopping analysis for storm events up to and including the 100-year event.
5. **Drainage Design:** Perform hydraulic calculations and grading necessary to design roadside ditch improvements. Capacity will be sufficient to meet the “design” frequency and understand the impacts of the 1% AEP storm frequency. Identify easements necessary to contain drainage improvements, if necessary.
6. **Roadway Design:** Design roadway improvements including pavement repairs such as full depth reconstruction, mill and overlay, and seal coats. The recommended solution will be included in the design along with roadside safety and traffic control during construction.
7. **Stormwater Pollution Prevention (SW3P):** Temporary storm water management devices will be needed to minimize the sediment runoff during construction. Permanent erosion control measures will be included if needed.
8. **Quality Assurance/Quality Control (QA/QC):** QA/QC includes high level project concept reviews, review of the work at various intervals, and review of all work products prior to submittal.

CITY OF WEST LAKE HILLS
BOND PROJECTS
SCOPE OF SERVICES (ATTACHMENT A)

9. Permitting:

- a. TCEQ: Coordination with TCEQ for work within the Contributing Zone is assumed, however, formal permitting is not scoped or expected. Work is assumed to be completed under current maintenance policy memo.

H. TERRACE MOUNTAIN DRAINAGE AND PAVEMENT IMPROVEMENTS

Roadside swales along Terrace Mountain Drive are inadequate and prone to sediment build up. Several culverts are undersized, causing overtopping of the roadway and flooding of adjacent streets. The culverts are susceptible to sedimentation and require consistent maintenance. The proposed improvements include: ditch improvements and maintenance along Terrace Mountain Drive (estimated as 550 LF), improvements to the cross structures and conveyance patterns, and pavement repairs along Terrace Mountain Drive (estimated as 6,900 LF).

1. Hydrologic Analysis: Develop a hydrologic model for the contributing basin to each crossing. Determine drainage basins, conveyance paths, channel slopes, time of concentration, curve numbers, and other factors as required to determine frequency-discharge relationships using hydrologic models. Include, at a minimum, the “design” frequency and the 1% Annual Exceedance Probability (AEP) storm frequency. The design will include the following range of frequencies (50%, 10%, 4%, 2%, 1%, and 0.2% AEP). The hydrologic modeling will use HEC-HMS and be in conformance with FEMA requirements.
2. Hydraulic Analysis: The Engineer shall perform a hydraulic analysis for the culverts using FHWA HY-8. Design frequencies may include the following range of frequencies (50%, 10%, 4%, 2%, and 1% AEP). Prepare roadway overtopping analysis for storm events up to and including the 100-year event.
3. Drainage Design: Perform hydraulic calculations and grading necessary to design roadside ditch improvements. Capacity will be sufficient to meet the “design” frequency and understand the impacts of the 1% AEP storm frequency. Identify easements necessary to contain drainage improvements, if necessary.
4. Roadway Design: Design roadway improvements including pavement repairs such as full depth reconstruction, mill and overlay, and seal coats. The recommended solution will be included in the design along with roadside safety and traffic control during construction.
5. Stormwater Pollution Prevention (SW3P): Temporary storm water management devices will be needed to minimize the sediment runoff during construction. Permanent erosion control measures will be included if needed.
6. Quality Assurance/Quality Control (QA/QC): QA/QC includes high level project concept reviews, review of the work at various intervals, and review of all work products prior to submittal.
7. Permitting:
 - a. TCEQ: Coordination with TCEQ for work within the Contributing Zone is assumed, however, formal permitting is not scoped or expected. Work is assumed to be completed under current maintenance policy memo.

CITY OF WEST LAKE HILLS
BOND PROJECTS
SCOPE OF SERVICES (ATTACHMENT A)

I. PS&E DEVELOPMENT

1. Plan Preparation: KFA will develop one set of construction plans for including the above projects. The anticipated plan sheets are summarized below.
 - i. General Sheets (Title Sheet, Sheet Index, General Notes)
 - ii. Project Sheets
 1. Project Layout – 1"=500' to clearly indicate the limits of the entire project
 2. Typical Sections
 3. Traffic Control Plan Narrative
 4. Traffic Control Plan Layout
 5. Removal Sheets - 1"=50' double stacked
 6. Roadway Plan and Profile Sheets – 1"=50' H and 1"=10' V.
 7. Intersection/Driveway Layout Sheets – 1"=30' scale
 8. Roadway Details
 9. Drainage Area Map and Hydrologic Calculations – 1"=500' (min)
 10. Culvert Hydraulic Calculations
 11. Culvert Layouts – 1"=50' H and 1"=2' V.
 12. Ditch Plan and Profiles and Hydraulic Calculations– 1"=50' H and 1"=10' V.
 13. Grading Plans
 14. Drainage Details
 15. Signing and Pavement Marking Layouts
 16. Stormwater Pollution Prevention Plan
 17. Stormwater Pollution Prevention Plan Layouts 1"=50' double stacked
 18. Standards (all projects)
2. Contract Documents: Specifications will be prepared for the project. Technical Specification will be based on the City of Austin standards. KFA will coordinate with WLH on the preparation of Contract Documents.
3. Utility Conflict Assessment: A utility conflict assessment will be prepared based on the 30% design. The assessment will be reviewed with Staff and supplemental design, or coordination efforts will be identified. The project scope and schedule will be reviewed and revised as directed by Staff. Currently no utility relocations are scoped.
4. Opinion of Probable Costs: KFA will prepare cost estimates for the project based on the available unit bids from the City of West Lake Hills, City of Rollingwood, City of Austin, and TxDOT and submit updated estimates at each design phase submittal (30%, 90%, and 100%) and contractor coordination at the 90% submittal.
5. Design Progress Submittals: Draft plans and preliminary cost estimates will be submitted to the City for review at 30% and 90% design levels. Draft specifications and contract documents will be submitted at the 90% design level. For the final 100% submittal, KFA will provide final signed/sealed plans and contract documents and a final construction cost estimate. Eight (8) half size paper and electronic (PDF) versions of the plans will be included at each design milestone.

CITY OF WEST LAKE HILLS
BOND PROJECTS
SCOPE OF SERVICES (ATTACHMENT A)

J. BID AND CONSTRUCTION SERVICES

1. Bid Phase Services: KFA will assist WLH during the Bid Phase with contract document distribution, assist with bid package preparation and notice for bidding, conducting the pre-bid conference and big opening, and providing assistance throughout the bidding process. Services during the bid phase will include:
 - b. Pre-bid conference: KFA will coordinate the pre-bid conference, document any questions and any responses provided at the meeting, and issue a follow-up addendum if necessary.
 - c. Interpret plans and specifications and draft addenda as necessary, for issuance by the City of West Lake Hills. One (1) addendum is assumed.
 - d. Attend bid-opening, prepare bid tabulation, and issue a recommendation for award. KFA will attend the public bid opening. After receipt of bids, KFA will tabulate the bids in unit price format. KFA will evaluate the bids for responsiveness, meet with the low bidder if necessary, and issue a recommendation of award to WLH.
2. Construction Phase Services: KFA will assist WLH with contract administration during the construction phase of the project. KFA will provide construction management services to monitor the progress of the Contractor and act as the Owner's representative during construction. Services during the construction phase will include:
 - a. Reproduce and distribute conformed construction plans and contract documents. It is assumed three (3) copies will be provided and the recipients will be the City, KFA, and the Contractor.
 - b. Schedule and attend a Pre-Construction Conference with WLH and the Contractor.
 - c. KFA will attend regular construction meetings with WLH, the Contractor, and other parties as requested by the City, including preparing the meeting minutes. For budgeting purposes, we have assumed monthly meetings for a 24-month construction duration.
 - d. KFA will perform weekly construction oversight during construction to review progress and confirm conformance with the plans and specifications. For budgeting purposes, 24 months of construction have been assumed.
 - e. Submittal Review: KFA will maintain a log of all Contractor submittals, track review progress, review and approve submittals, and distribute submittals to the appropriate parties.
 - f. Pay Estimate Review: KFA will review and approve Contractor's monthly payment requests for a 24-month construction duration for forwarding to WLH for processing and payment.
 - g. Preparation of Change Orders: KFA will prepare Change Orders as requested by the City. For budgeting purposes, we have assumed two (2) change orders.

CITY OF WEST LAKE HILLS
BOND PROJECTS
SCOPE OF SERVICES (ATTACHMENT A)

- h. Provide answers to requests for information (RFI's) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. Twelve (12) RFI's have been assumed.
- i. Contract Close-out: KFA will attend a final project walk-thru, document "punch list items", and issue recommendation of substantial and final completion. KFA will provide a concurrence letter for each project.
- j. Record Drawings: KFA will use the Contractor's redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City of West Lake Hills with one set of reproducible record drawings and provide one set of record drawings in electronic format.

SCHEDULE

- 1. Following execution of contract and NTP, the Design Phase will be completed within twelve (12) months.
- 2. Following review and approval of the Design Phase deliverables, the Bid and Construction Phase will take twenty-four (24) months.

COMPENSATION

Compensation shall be based on Time and Materials (T&M) for Basic Services. Additional services shall be performed at T&M.

ASSUMPTIONS AND EXCLUSIONS

- 1. Only a FEMA LOMR is required for Eanes Creek. A CLOMR is not required.
- 2. No utility relocation design is included as part of this work including water and wastewater.
- 3. Design Assumptions:
 - a) It is assumed that a TCEQ Exemption will be obtained for the work in the Edwards Aquifer Recharge Zone.
 - b) It is assumed that the City of West Lake Hills will acquire the necessary right-of-way.
- 4. No subsurface utility engineering is included as part of this work to verify utility depths or other information. Further investigations may be recommended, as needed.
- 5. It is assumed a PCN or Individual Permit will not be required for any project for the USACE.
- 6. Proposal does not included land acquisition costs. The schedule assumed that land acquisition will not require eminent domain.

ADDITIONAL SERVICES

- 1. The City and KFA may agree that KFA shall perform services outside the Scope of Services described in this proposal. KFA will submit a written estimate of fees, based

CITY OF WEST LAKE HILLS
BOND PROJECTS
SCOPE OF SERVICES (ATTACHMENT A)

on standard rates indicated on the “Compensation Rate Schedule” included as part of the professional Services Agreement contract. KFA will obtain the City’s authorization prior to initiating any Additional Services.



January 17, 2022

Victoria M. Ortega, P.E.
Associate
K Friese + Associates
710 Hester's Crossing Road
Summit II, Suite 120
Round Rock, Texas 78681
Phone: 512-338-1704
Cell: 512-497-3947
Fax: 512-338-1784
E-mail: vortega@kfriese.com

RE: City of West Lake Hills Bond Projects
1. Eanes Creek Low Water Crossing
2. Redbud Trail Drainage and Pavement Improvements
3. Westlake Drive Drainage and Pavement Improvements
4. Laurel Valley Drainage and Pavement Improvements
5. Yaupon Valley Drainage and Pavement Improvements
Travis County, Texas

Dear Ms. Ortega:

Landmark Surveying, LP (Landmark) appreciates the opportunity to propose on Professional Land Surveying Services for the five (5) separate locations listed above and as shown on **Exhibit "A" and Exhibit "B"**. It is our understanding that you want design level surveys, as needed, to include topography/trees/visible surface evidence of improvements and utilities; boundaries only as needed for providing approximate rights-of-way and metes and bounds; and cross-sections from bank to bank at creeks.

For the purpose of this proposal, certain assumptions have been made and an attempt to define them herein. Please note that all services beyond the scope of this proposal, or services that do not fit within the assumptions per this proposal, will be billed as an additional expense. As well, some issues may arise that cannot be planned for, which may affect the cost or timing of the survey. Such events might include flooding and other weather-related disturbances, unanticipated construction, disease, political tensions, hostile and threatening behavior by area residents/tenants and more.

It is assumed that Landmark will be able to locate adequate monumentation within a reasonable amount of time to determine the graphic location of existing rights-of-way. It is assumed that Landmark will be able to obtain rights-of-entry into private property, in a timely way, to access rear property corners and provide creek/road crossing data. The total number of right-of-entries accounted for in this proposal is 47. If more than 47 right-of-

2205 East 5th Street
Austin, Texas 78702-4633
Phone: (512)-328-7411, Fax: (512)-328-7413
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entries are needed, they will be considered an additional service and billed at Landmark's standard hourly rates. Likewise, more than three attempts to obtain right-of-entry will be considered an additional service. Landmark's normal approach is to send a letter to the owner (based on tax records) which includes a right-of entry to be signed, and if that is not received within 2-3 weeks, up to two site visits to the property are made on different days and different times of the day. As well, while the crew is working on nearby neighboring properties, they are instructed to knock on the door to attempt to gain access. If an owner fails to provide right-of-entry, the client will be notified so that further attempts by others can be made. In addition, Landmark recommends a letter be sent out by the City of West Lake Hills informing the neighborhoods of the project start and that survey work will be ongoing. Issues that arise will be directed to the client.

Due to the character of the roadway survey and creeks, an attempt has been made herein to conservatively estimate design field survey costs. Survey field work, and the overall schedule for the project, will be dependent upon the availability of traffic support and favorable work conditions. If the field survey must be done during off-peak hours, overtime charges may apply, which are not included in this proposal.

Traffic Control Rental Fees, using Turnkey Operations, include a mobile support unit consisting of a driver, truck and trailer with arrow sign and cones both distributed and picked up. This proposal includes mobile support at a cost of \$2,500 per day (a pass-through expense). If it is determined that the cost of mobile support is higher, or that additional safety measures or traffic control plans are required, than these will be considered an additional cost beyond the scope of this proposal and will be billed as pass-through. If Turnkey mobile support costs are significantly lower, than that savings will be passed on.

Each project scope is further refined below:

Landmark will establish a horizontal and vertical control network for each site, based on the Texas Coordinate System of 1983 utilizing the NGVD 88 datum and conventional surveying, as needed. Landmark will coordinate with Texas 811 and locate utility tone marks. It is assumed that these markings will be visible at the time of the survey. Please note that in some cases, certain underground utilities may not be marked by Texas 811 or governmental departments, therefore underground utilities may exist which are not shown on the survey. Charges by utility companies for records or markings will be considered a pass-through expense but are not expected.

Design surveys will include locating visible surface evidence of improvements, trees, and utilities. Trees 3" in diameter and wider within the rights-of-way will be located, identified, and measured. Visible surface evidence of improvements, such as sidewalks, planters, retaining walls, medians, curbs, gutters, fences, signs, and driveways will be located. Tops and flowlines of visible and accessible manholes or inlets will be obtained. Landmark will establish contour lines at a 1-foot contour interval. Elevations will be obtained at approximate

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50-foot cross-sections. Record ownership information and addresses of adjoining properties, tax information, and subdivision lots and blocks will be shown. Street names with identifying record width will be shown.

Landmark Surveying LP will provide certified metes and bounds descriptions with accompanying sketches as follows:

Project No. 1: (Eanes Creek) six (6) right-of-way/easement descriptions, one parcel each

Project No. 2: (Redbud Trail) eight (8) right-of-way/easement descriptions, one parcel each

Project No. 3: (Westlake Drive) four (4) right-of-way/easement descriptions, one parcel each

Project No. 4: (Laurel Valley) seventeen (17) right-of-way/easement descriptions, one parcel each

Project No. 5: (Yaupon Valley) twelve (12) right-of-way/easement descriptions, one parcel each

It is understood that the exact number of metes and bounds is uncertain. Additional metes and bounds beyond the 47 indicated above, or proposals with multiple Parts (parcels) will be billed on a time and materials basis and are not included in this proposal. It is assumed that descriptions will not be modified or reconfigured, and that ownership will not change. If it is determined that a description is not needed, but work has already been done, then the work will be considered chargeable at Landmark's standard hourly rates. It is also assumed that title commitments will be provided to Landmark Surveying, LP in a timely way, before field survey, so that recorded encumbrances, easements, boundary line agreements and right-of-way lines can be identified. If title commitments are provided after field survey has taken place, additional costs based on Landmark Surveying, LP standard rates may apply depending on whether or not additional field or office work is required. Modified or reconfigured descriptions will be billed as an additional service. It is anticipated that digging holes in the landscaping, or possibly in roadways, will be required to locate sufficient monumentation; holes will be covered back up. Great care and effort will be taken to avoid trespass and damage to properties and roadway; however, Landmark Surveying, LP will not be responsible for removing paint, flagging, tree tags, monumentation or stakes, nor re-paving roads and re-landscaping properties that have been affected by the survey.

Project No. 1: Eanes Creek Low Water Crossing (1,900 centerline linear feet)

Refer to Exhibit A sketch labeled Eanes Creek Low Water Crossings Overview, Sheet Number 1 of 4 as provided to Landmark Surveying, LP by K Friese + Associates.

Landmark Surveying, LP will provide a design level topographic survey (described above) for the project area shown in red, being the pavement and extending to the right-of-way lines, within the channel survey area, and within the culvert areas. Cross-sections, from top bank to

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top bank, along Eanes Creek, being located at the right-of-way lines, fifty feet, and one-hundred feet downstream and upstream will be obtained. Both cross-sections and design grade survey within the “channel survey area” and “culvert survey area” will be obtained. This proposal is based on a length of 1,900 linear feet (lf). Approximately 800 lf is along Campcraft Road, approximately 300 lf is along Eanes Creek Road low water crossings, and approximately 800 lf extends in a swath, from bank to bank, along Eanes creek. If linear footage is increased, it will be considered an additional service, to be billed at Landmark standard hourly rates.

Project No. 2: Redbud Trail Drainage Improvements (6,500 centerline linear feet)

Refer to Exhibit A sketch labeled “Redbud Trail Drainage Improvements Overview, Sheet Number 1 of 1”. Landmark Surveying, LP will provide a design level topographic survey (see above for details) for the project area shown in red, being the pavement and extending to right-of-way lines, within the channel survey area, and within the culvert areas. Cross-sections will be obtained within the channel survey areas as well. Culverts within the survey scope between 123 and 301 Redbud Trail will be mapped, with flow line data, pipe size and material noted.

Project No. 3: Westlake Drive Drainage and Pavement Improvements (2,400 centerline linear feet)

Refer to Exhibit A sketch labeled “Westlake Drive Drainage Improvements Overview Sheet Number 1 of 3”. Landmark Surveying, LP will provide a design level topographic survey (see above for details) for the project area shown in red, being the pavement and extending to right-of-way lines. Survey shall end at Skyline Drive at its most northerly limits. Cross-sections at 50 feet and 100 feet from Westlake Drive and along Little Bee Creek will be obtained. Design Survey within the Little Bee Creek area is included in this proposal. Culverts within the survey scope will be mapped, with flow line data, pipe size and material noted.

Project No. 4: Laurel Valley Drainage and Pavement Improvements (1,600 centerline linear feet)

Refer to Exhibit B sketch labeled “Laurel Valley Drainage and Pavement”. Landmark Surveying, LP will provide a design level topographic survey (see above for details) for the project area along Laurel Valley Road as shown in green (ditch), being the pavement and extending to right-of-way lines, and within four culvert areas (approximately 200x50 feet each). Culverts within the survey scope will be mapped, with flow line data, pipe size and material noted.



Project No. 5: Yaupon Valley Drainage and Pavement Improvements (1,800 centerline linear feet)

Refer to Exhibit A sketch labeled Yaupon Valley Drainage Improvements Overview, Sheet Number 1 of 1. Landmark Surveying, LP will provide a design level topographic survey (see above for details) for the project area as shown in red, being the pavement and extending to right-of-way lines. Culverts within the survey scope will be mapped, with flow line data, pipe size and material noted.

Deliverables shall include the following:

A 3D surface model of the project compatible with a Micro-station base map drawing, showing a topographic design survey of the right-of-way along with a signed and sealed hard copy of this survey will be provided to you, and will include an electronic copy of the ASCII file with all survey points. Landmark will provide this professional service to you based on the rates shown on the attached spreadsheet, labeled Projects 1-5 Spreadsheet-1-6-22-Proposal Attachment.xlsx. The estimated fee, including assumed traffic control costs for all five sites, is \$573,337.59.

Any work beyond the scope of this proposal will be considered an additional service. Additional services beyond the scope of this estimate will be billed at our City of Austin approved hourly rates. Invoicing is monthly on a time and materials basis and will be directed toward K Friese + Associates. Payment is due within fifteen (15) days upon delivery of invoice. This proposal is valid for up to three months from the date hereon.

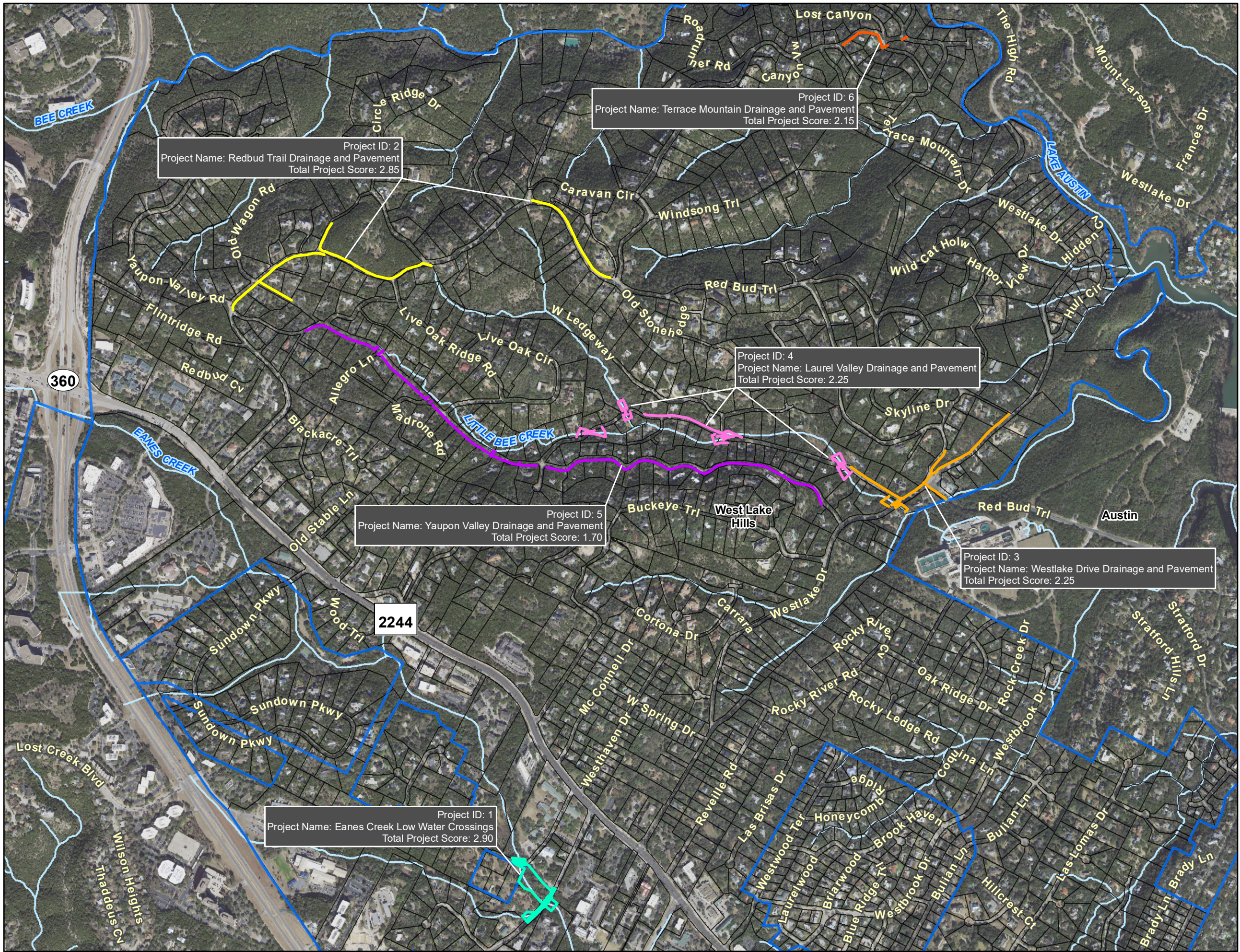
Landmark appreciates the opportunity to provide this estimate to you and looks forward to working with you on this project.

Respectfully,
Landmark Surveying, LP.
Firm Registration No. 100727-00

Dana A. Markus-Wolf, R.P.L.S.
President of the General Partner
2205 East 5th Street
Austin, Texas 78702-4633
Phone: 512-328-7411, ext. 104
Fax: 512-328-7413
E-mail: dana@landmarksurveying.com

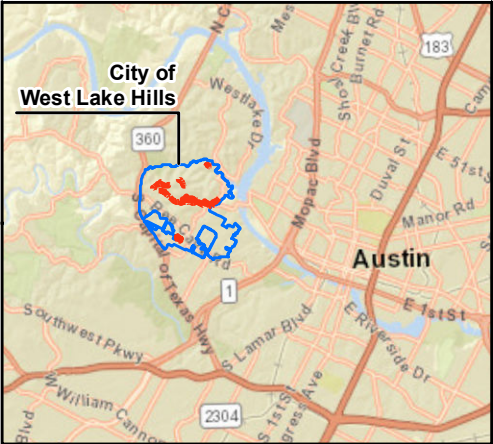
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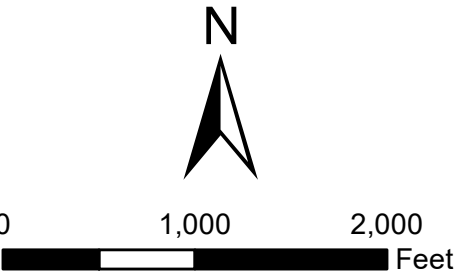
City of
West Lake Hills

Bond List
Project Overview



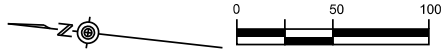
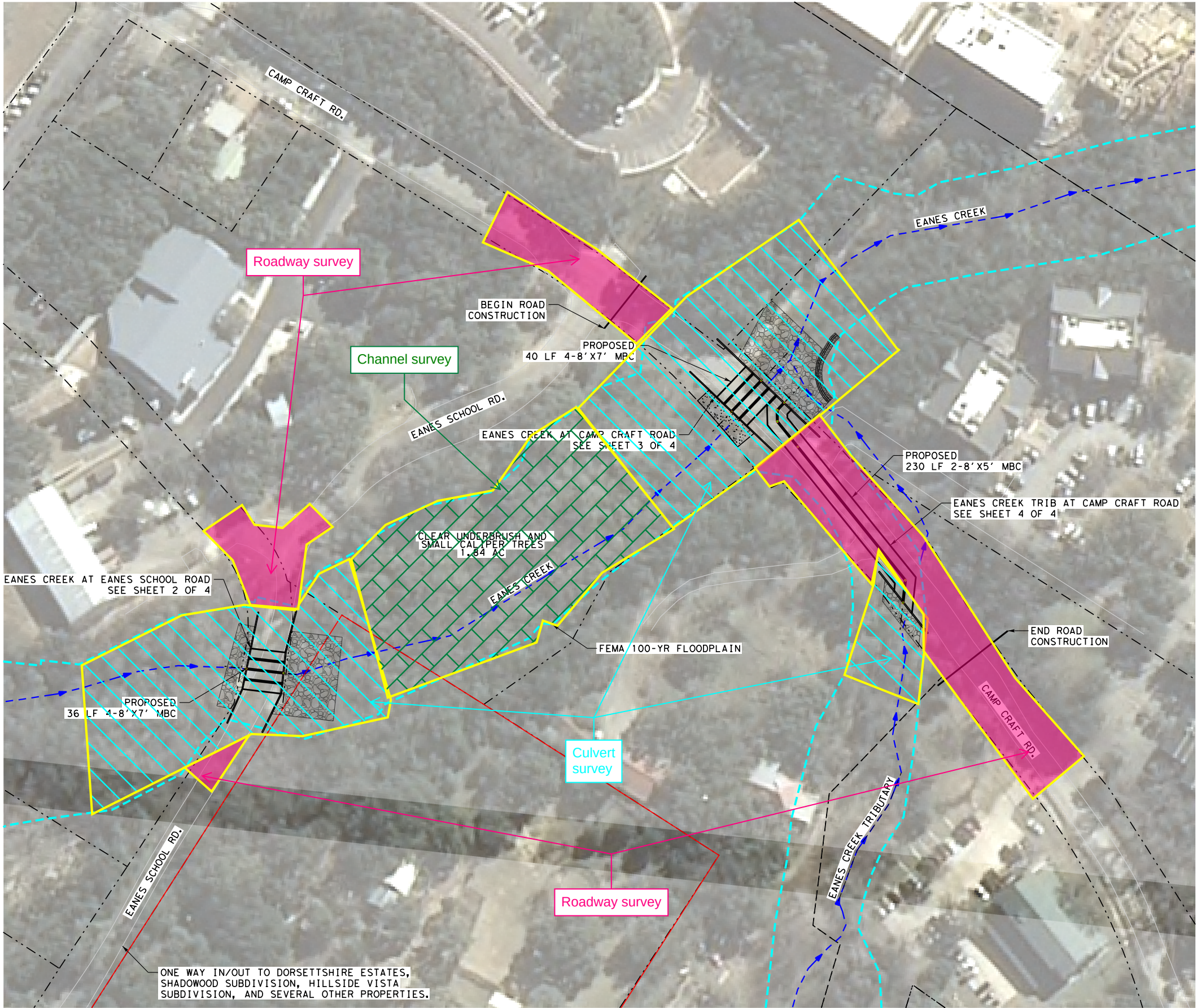
- City Boundary
Parcel Boundary
Stream
- Project Location**
- 1. Eanes Creek Low Water Crossings
 - 2. Redbud Trail Drainage and Pavement
 - 3. Westlake Drive Drainage and Pavement
 - 4. Laurel Valley Drainage and Pavement
 - 5. Yaupon Valley Drainage and Pavement
 - 6. Terrace Mountain Drainage and Pavement

Data Sources: TxDOT (2021), TCAD (2021),
NHD (2021), KFA (2017)
Aerial Source: Stratmap (2021)



Date: 12/8/2021





INTERIM
2/3/2020
THIS DOCUMENT IS NOT INTENDED
FOR BIDDING, PERMITTING AND/OR
CONSTRUCTION PURPOSES

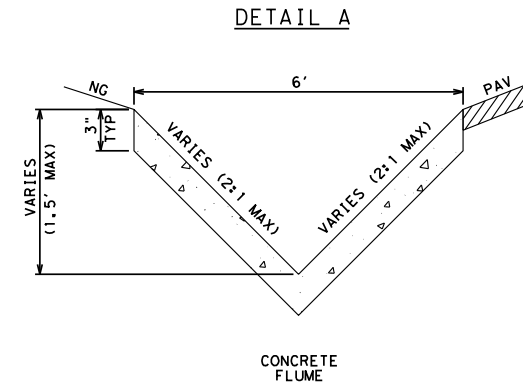
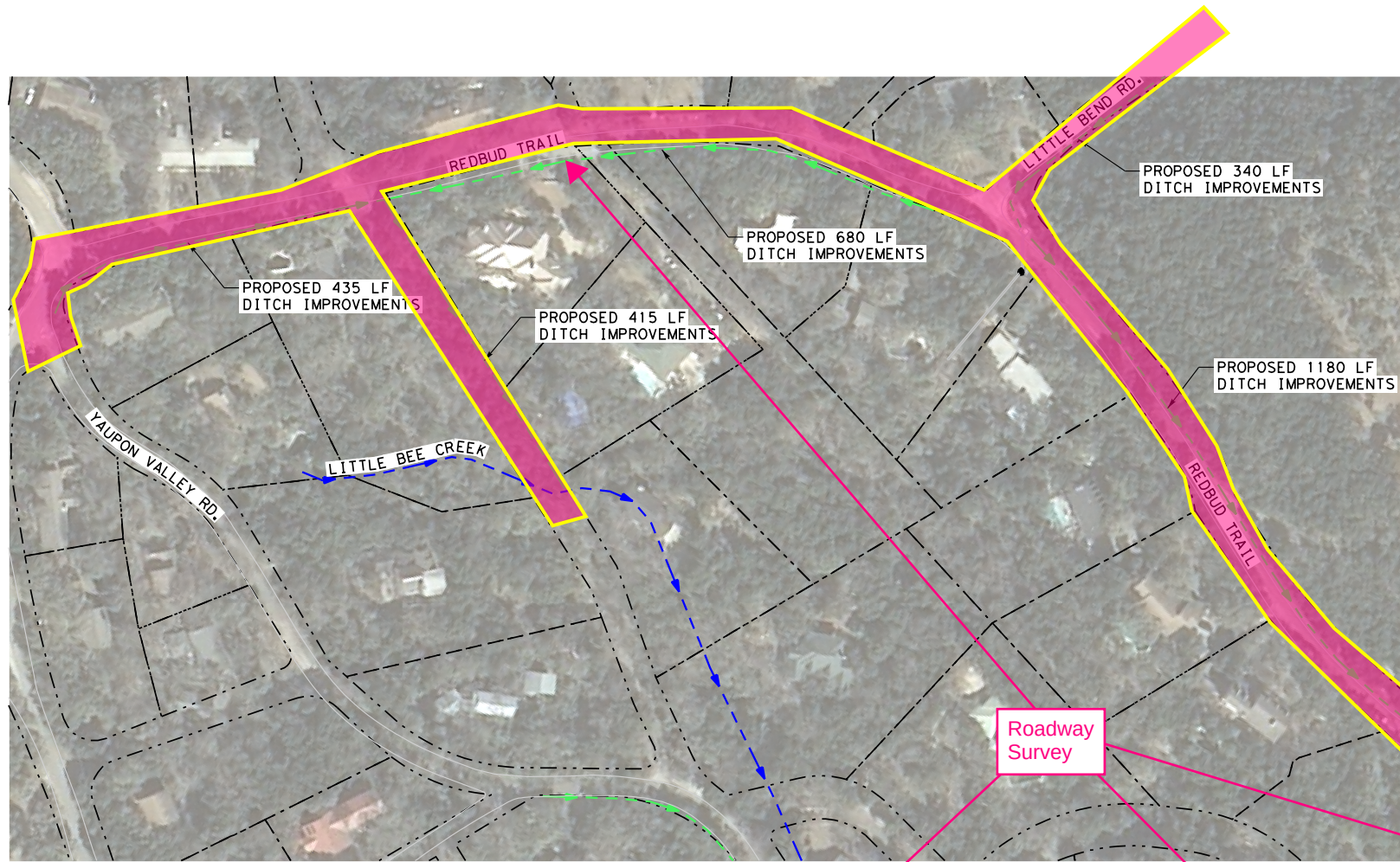
- LEGEND**
- CITY LIMITS
 - PROPERTY LINE
 - STREAM CENTERLINE
 - FEMA 100-YR FLOODPLAIN

- ACRONYMS**
- MBC - MULTIPLE BOX CULVERTS
 - CBC - CONCRETE BOX CULVERT
 - DI - DITCH IMPROVEMENTS
 - NG - NATURAL GROUND
 - PAV - PAVEMENT
 - TYP - TYPICAL
 - FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY

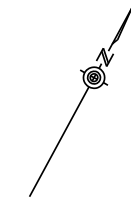
K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746
CITY OF WEST LAKE HILLS
DRAINAGE MASTER PLAN
EANES CREEK LOW WATER CROSSINGS
OVERVIEW



SCALE	1" = 100'
DATE	2/3/2020
SHEET NUMBER	1 OF 4



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2/3/2020
THIS DOCUMENT IS NOT INTENDED
FOR BIDDING, PERMITTING AND/OR
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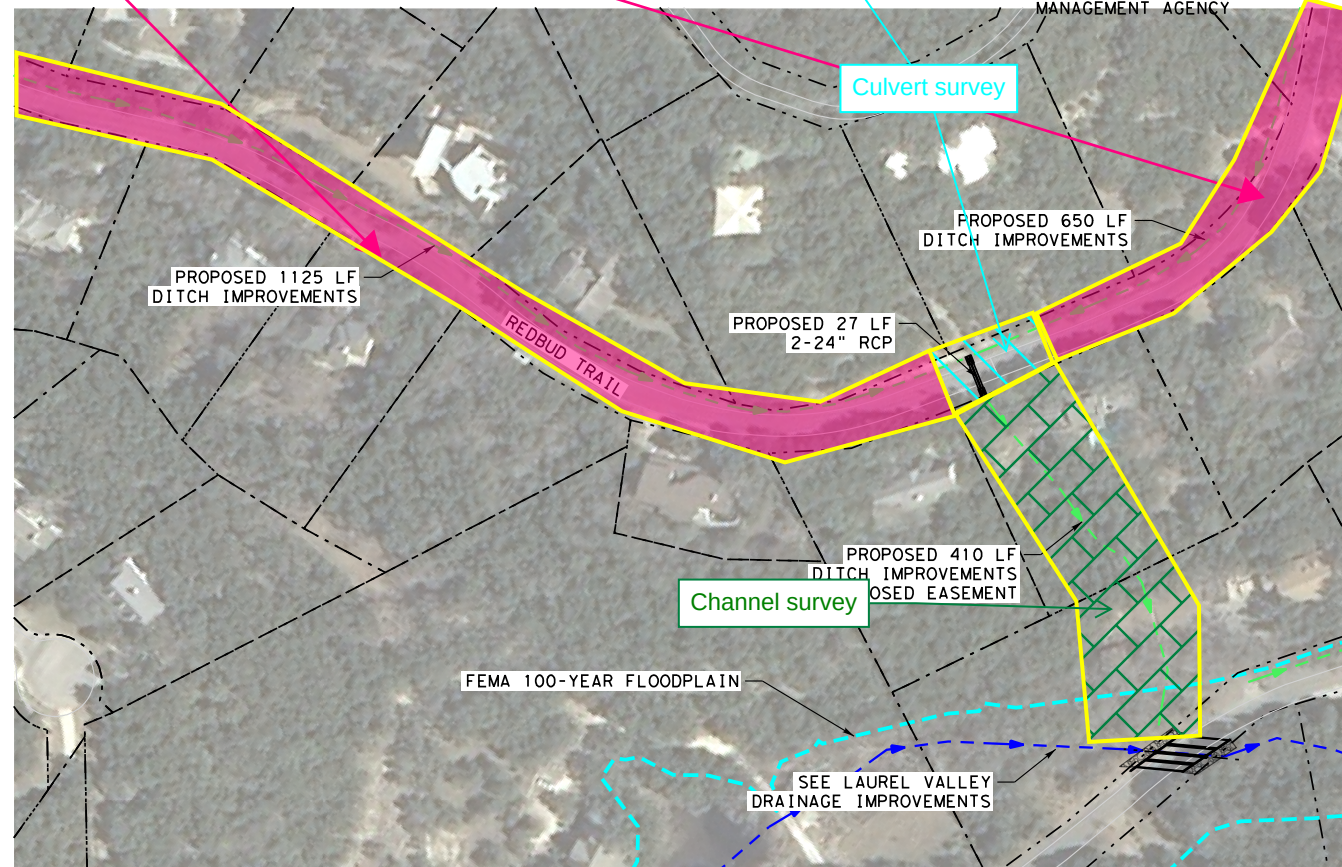
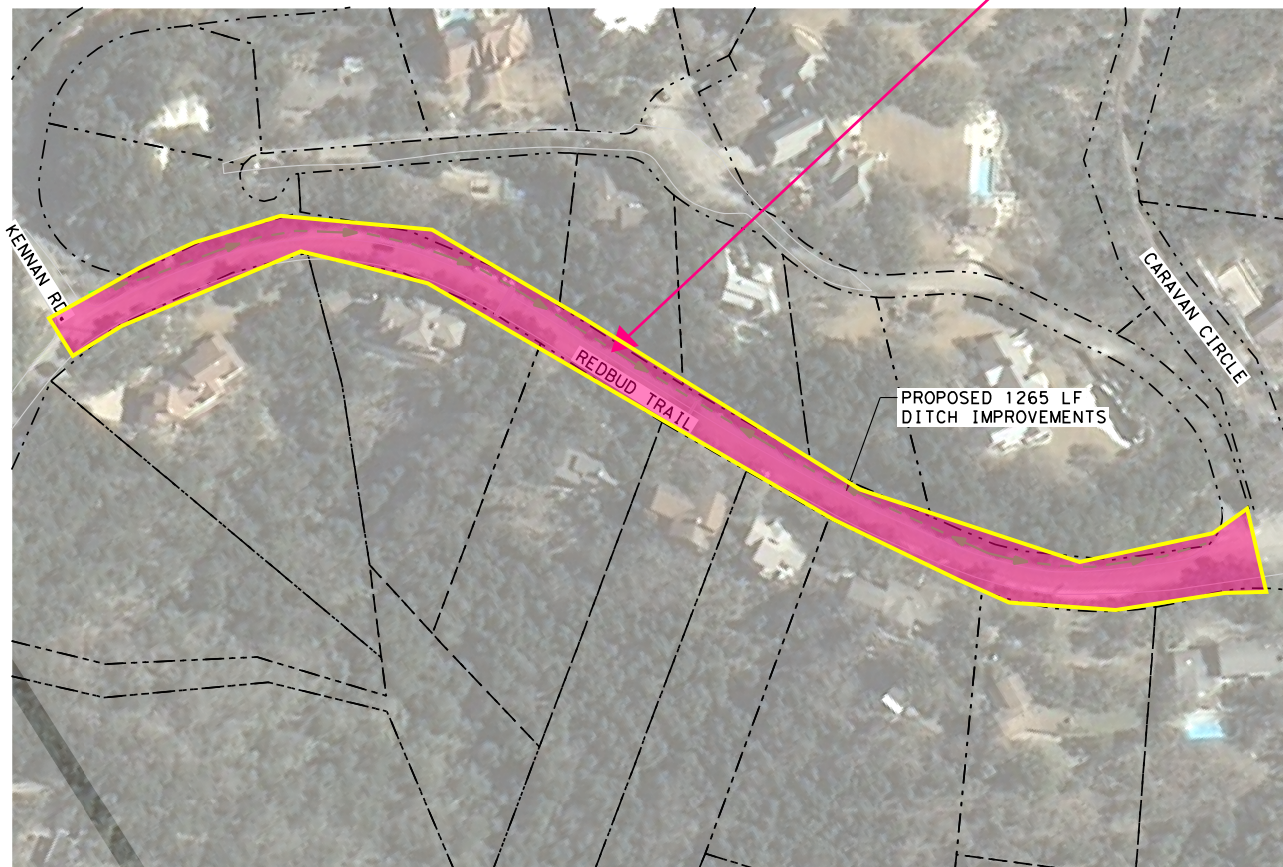


LEGEND

- CITY LIMITS
- - - - PROPERTY LINE
- - - - STREAM CENTERLINE
- - - - FEMA 100-YR FLOODPLAIN
- - - - PROPOSED DITCH IMPROVEMENTS

ACRONYMS

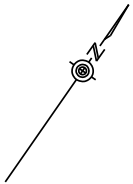
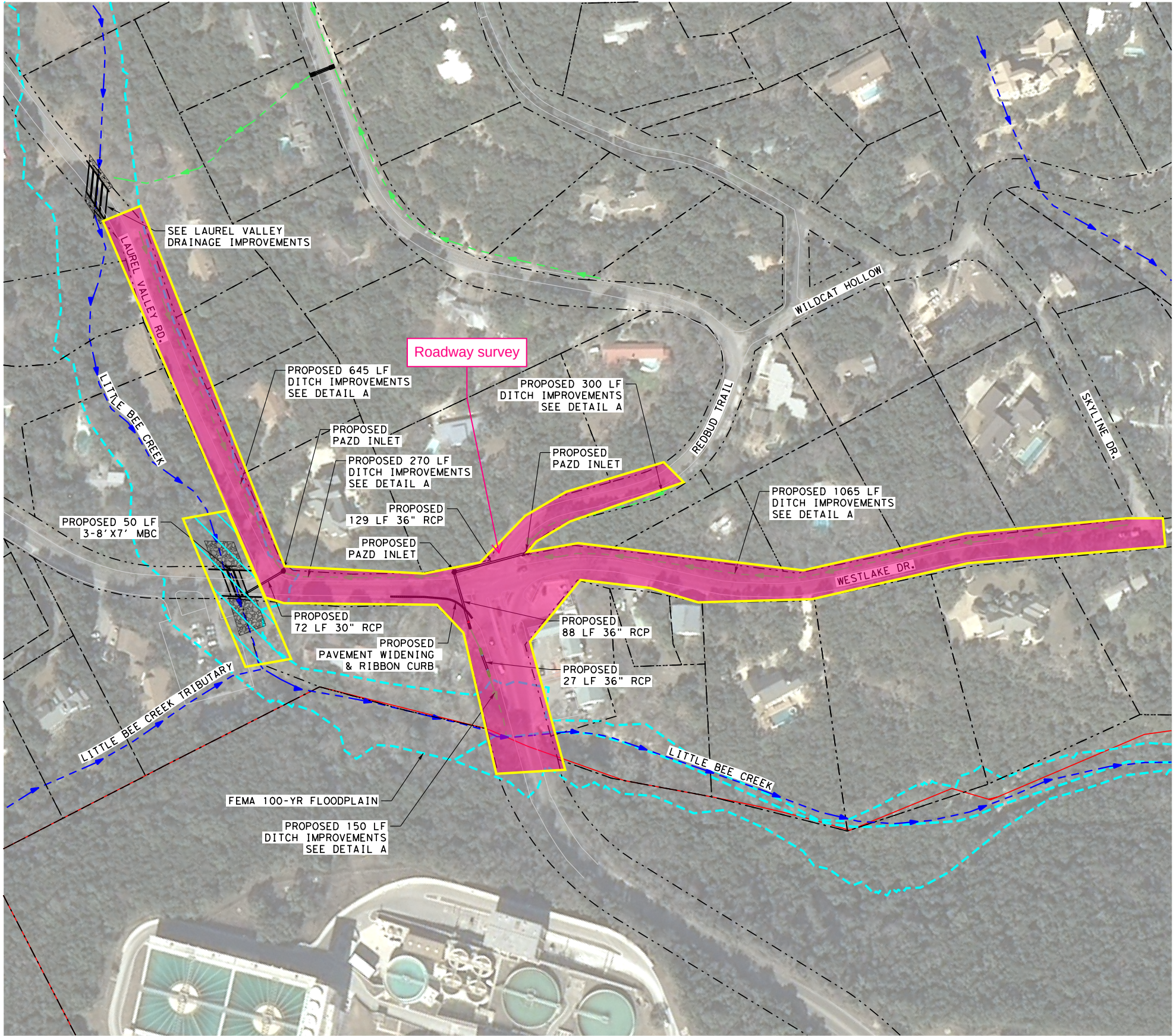
- MBC - MULTIPLE BOX CULVERTS
- CBC - CONCRETE BOX CULVERT
- DI - DITCH IMPROVEMENTS
- NG - NATURAL GROUND
- PAV - PAVEMENT
- TYP - TYPICAL
- FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY



K FRIESE & ASSOCIATES, INC. 1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746	CITY OF WEST LAKE HILLS	
	DRAINAGE MASTER PLAN	
	REDBUD TRAIL DRAINAGE IMPROVEMENTS OVERVIEW	



CITY OF WEST LAKE HILLS	
SCALE	1" = 200'
DATE	2/3/2020
SHEET NUMBER	1 OF 1



INTERIM
2/3/2020
THIS DOCUMENT IS NOT INTENDED
FOR BIDDING, PERMITTING AND/OR
CONSTRUCTION PURPOSES

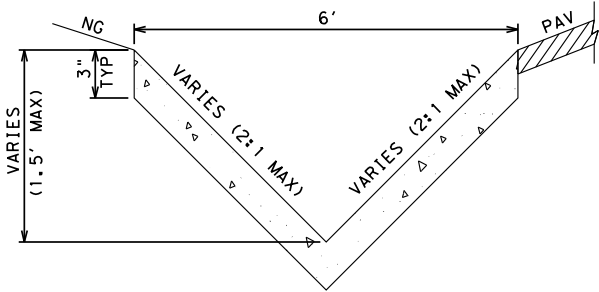
LEGEND

- CITY LIMITS
- PROPERTY LINE
- STREAM CENTERLINE
- FEMA 100-YR FLOODPLAIN
- PROPOSED DITCH IMPROVEMENTS

ACRONYMS

- MBC - MULTIPLE BOX CULVERTS
- CBC - CONCRETE BOX CULVERT
- DI - DITCH IMPROVEMENTS
- NG - NATURAL GROUND
- PAV - PAVEMENT
- TYP - TYPICAL
- FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY

DETAIL A

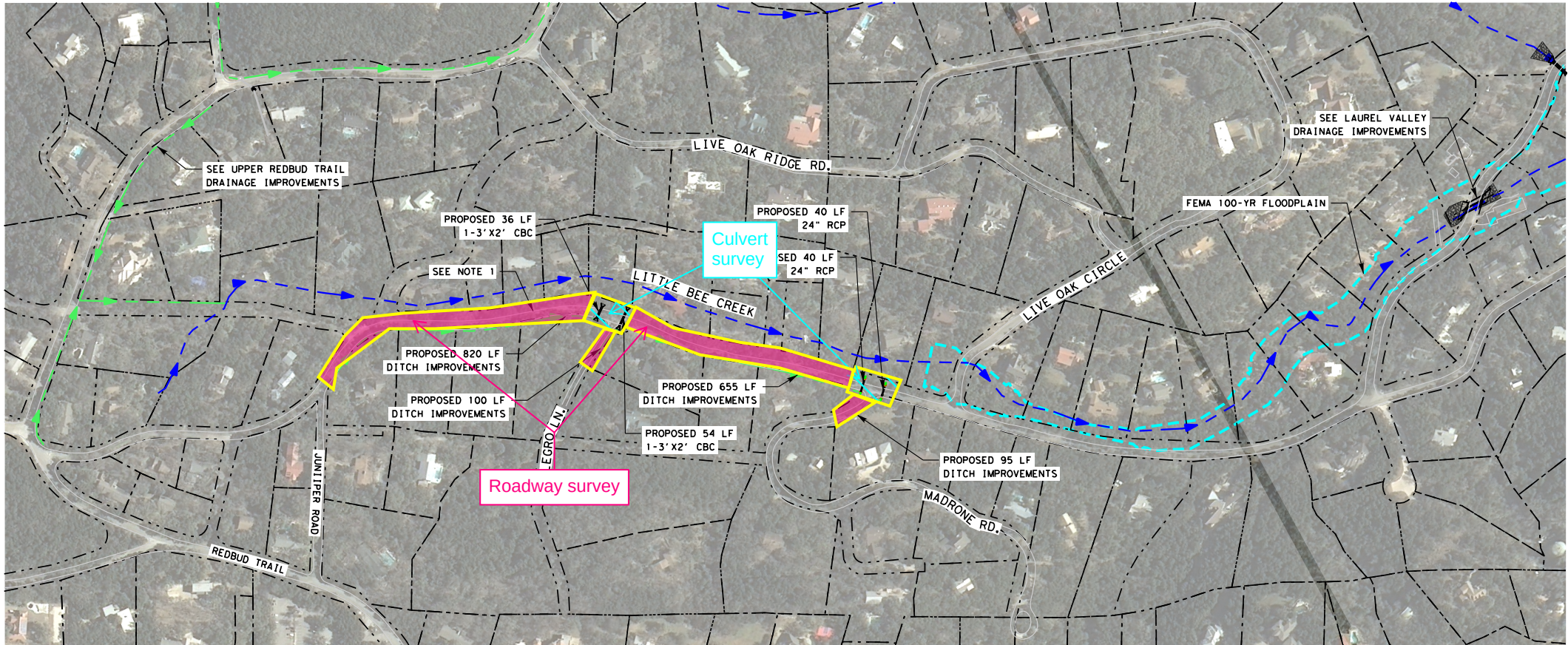


CONCRETE
FLUME

K FRIESE & ASSOCIATES, INC.	CITY OF WEST LAKE HILLS DRAINAGE MASTER PLAN	
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746	WESTLAKE DRIVE DRAINAGE IMPROVEMENTS OVERVIEW	



CITY OF WEST LAKE HILLS	
SCALE	1" = 200'
DATE	2/3/2020
SHEET NUMBER	1 OF 3



INTERIM
2/3/2020
THIS DOCUMENT IS NOT INTENDED
FOR BIDDING, PERMITTING AND/OR
CONSTRUCTION PURPOSES

LEGEND

- CITY LIMITS
- PROPERTY LINE
- STREAM CENTERLINE
- FEMA 100-YR FLOODPLAIN
- PROPOSED DITCH IMPROVEMENTS

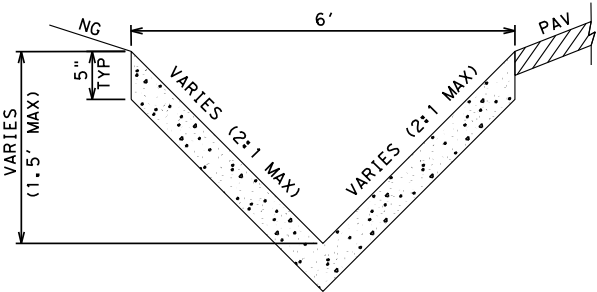
ACRONYMS

- MBC - MULTIPLE BOX CULVERTS
- CBC - CONCRETE BOX CULVERT
- DI - DITCH IMPROVEMENTS
- NG - NATURAL GROUND
- PAV - PAVEMENT
- TYP - TYPICAL
- FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY

NOTES

- 1. INVESTIGATE POTHOLE CAUSED BY DRAINAGE.

DETAIL A



CONCRETE
FLUME

K FRIESE & ASSOCIATES, INC.	CITY OF WEST LAKE HILLS DRAINAGE MASTER PLAN	YAUPON VALLEY DRAINAGE IMPROVEMENTS OVERVIEW
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746		



CITY OF WEST LAKE HILLS	
SCALE	1" = 400'
DATE	2/3/2020
SHEET NUMBER	1 OF 1

CITY OF WEST LAKE HILLS BOND LIST PROJECT SUMMARY



Project ID: 1
Project Name: Eanes Creek Low Water Crossings

Problem Description

The low water crossings along Camp Craft Rd at Eanes Creek and Eanes Creek Tributary are frequently overtopped. Camp Craft Rd serves as a high traffic access point to West Lake High School. The Eanes Creek crossing at Eanes School Rd is frequently overtopped and serves as the single access point for the Dorsetshire Estates, Shadowood Subdivision, Hillside Vista Subdivision, and several other properties.

Proposed Improvements

- Replace Eanes Creek crossing at Eanes School Rd with 4-8'x7' multiple box culvert (MBC).
- Raise profile of Eanes School Rd by ~1.5 ft at crossing.
- Replace Eanes Creek crossing at Camp Craft Rd with 4-8'x7' MBC.
- Raise profile of Camp Craft Rd by ~6 ft at crossing.
- Replace Eanes Creek Trib crossing at Camp Craft Rd w/ith 2-8'x5' MBC.
- Channel grading with rock riprap protection upstream and downstream of all crossings.
- Clear underbrush and small caliper trees in area between Eanes School Rd and Camp Craft Rd.

Bond Ranking Criteria

	Score
Risk to Public Safety	3
Potential Damage	3
Maintenance	3
Citizen Input/Complaints	3
Project Type	2
Timing/Location	3
Total Project Score:	2.90

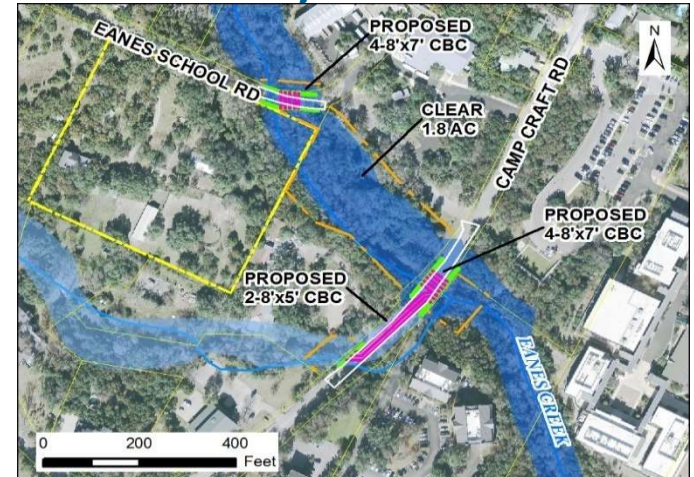
Project Costs

Engineering & Survey:	\$ 446,200
Construction:	\$ 1,535,900
Other:	\$ 180,500
Total:	\$ 2,162,600
Conceptual Cost Range:	> \$2M
Estimated Construction Duration:	6 Months

Assumptions

- 6' sidewalk will be constructed for the length of roadway reconstruction.
- Concrete wall along Camp Craft Rd will remain.
- The City can acquire an easement in the parcel outside of the City Limits.

Project Photos

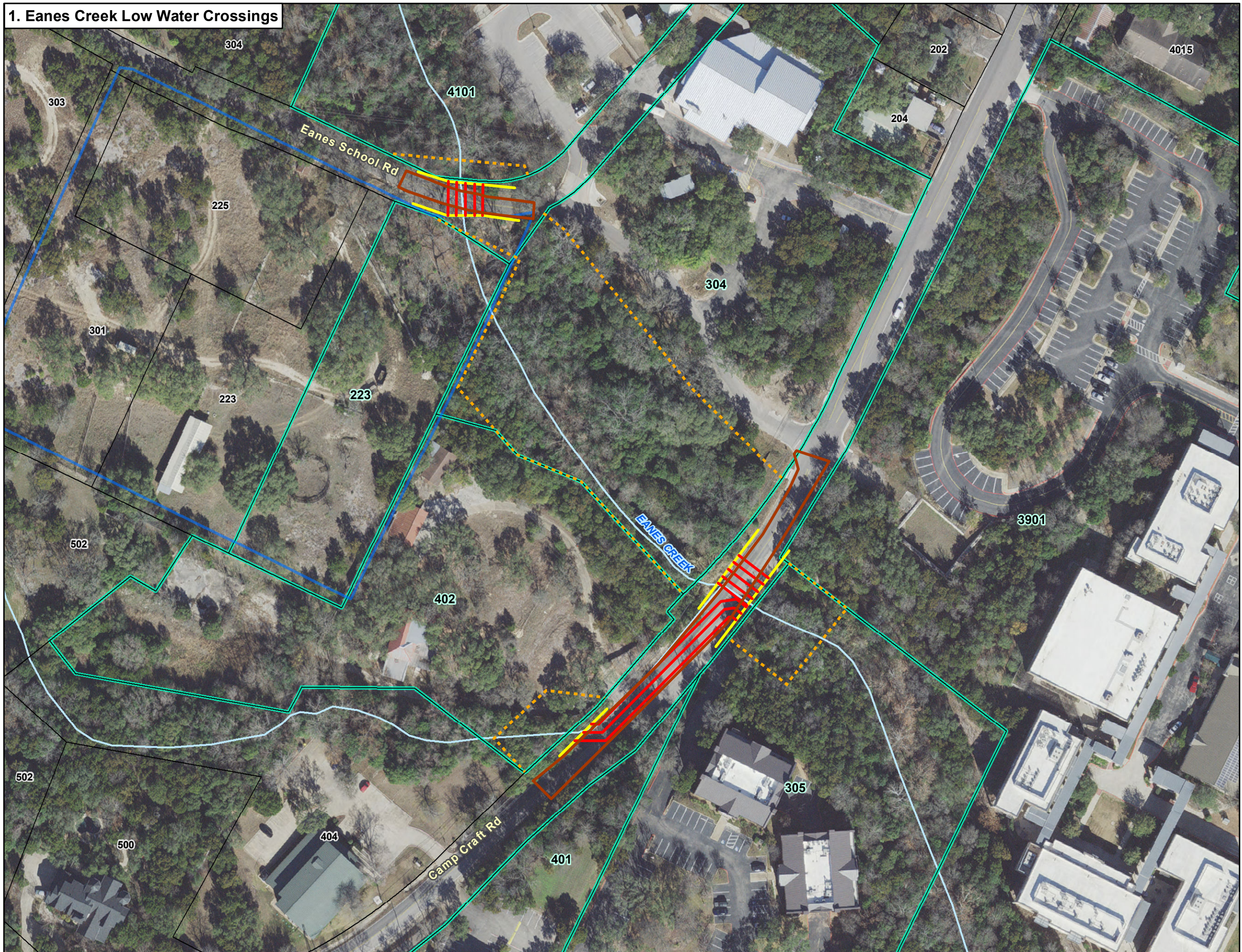


Proposed cross drainage and roadway improvements

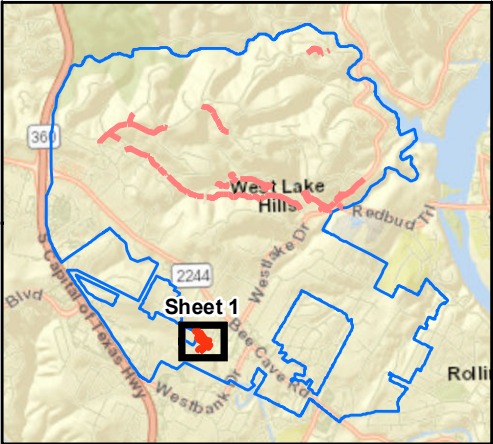


October 30, 2015 flood event, Eanes Creek and Camp Craft Rd.

1. Eanes Creek Low Water Crossings

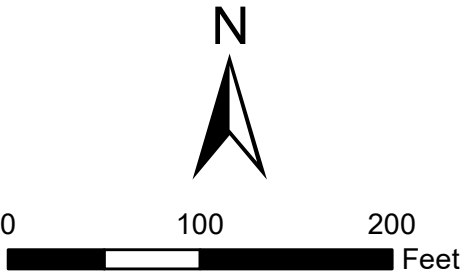


City of
West Lake Hills
Bond List
Project Detail
Sheet 1 of 6



- City Boundary
- Parcel Boundary
- Potential Easement Required
- Stream
- Project Improvement Class**
 - Culvert
 - Easement
 - Headwall
 - Roadway Improvements

Data Sources: TCAD (2021), COA (2021), KFA (2017)
Aerial Source: Stratmap (2021)



Date: 12/10/2021



CITY OF WEST LAKE HILLS BOND LIST PROJECT SUMMARY



Project ID: 2
Project Name: Redbud Trail Drainage and Pavement

Problem Description

The roadside ditches along Redbud Trail routinely fill with rocks and sediment due to the steep hillside adjacent to the roadway. In addition, three culverts cross the roadway between 123 and 301 Redbud Trail. Conveyance downstream of the culverts are undefined and in some cases discharge directly at the residential structure of 125 Redbud Trail with recurring flooding. During minor storm events, flow in the ditch is impeded by the lack of driveway culverts and crosses Redbud Trail, towards structures.

Proposed Improvements

- ~6500 ft of ditch improvements along Redbud Trl
- Remove existing cross culverts
- Install new cross culverts at two locations
- Construct a 2 ft - 3 ft high retaining wall along the northern ROW to grade the proposed ditch.
- Obtain 25' drainage easement from the proposed cross culvert to Little Bee Creek.

Bond Ranking Criteria

	Score
Risk to Public Safety	3
Potential Damage	2
Maintenance	3
Citizen Input/Complaints	3
Project Type	3
Timing/Location	3
Total Project Score:	2.85

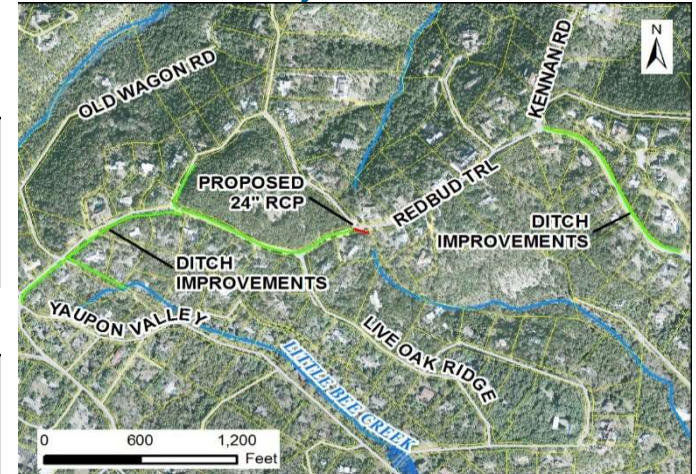
Project Costs

Engineering & Survey:	\$ 502,200
Construction:	\$ 2,991,075
Other:	\$ 231,250
Total:	\$ 3,724,525
Conceptual Cost Range:	> \$2M
Estimated Construction Duration:	6 Months

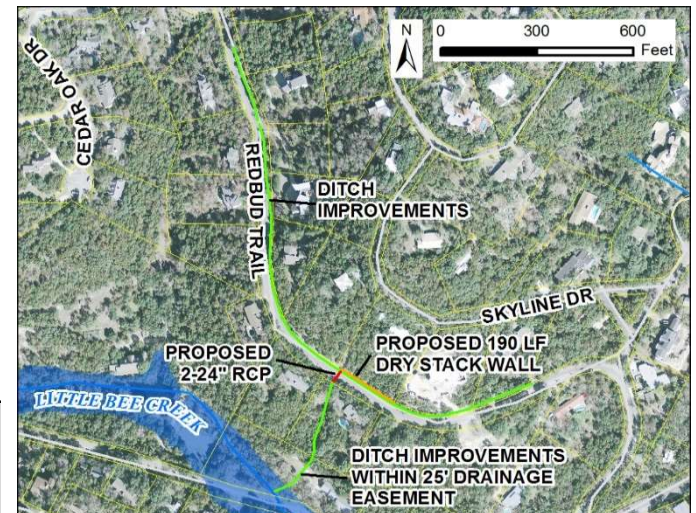
Assumptions

- From the data provided, it appears the existing roadway extends beyond the ROW in several locations. The requirement for additional easements will need to be verified in detailed study or during final design.

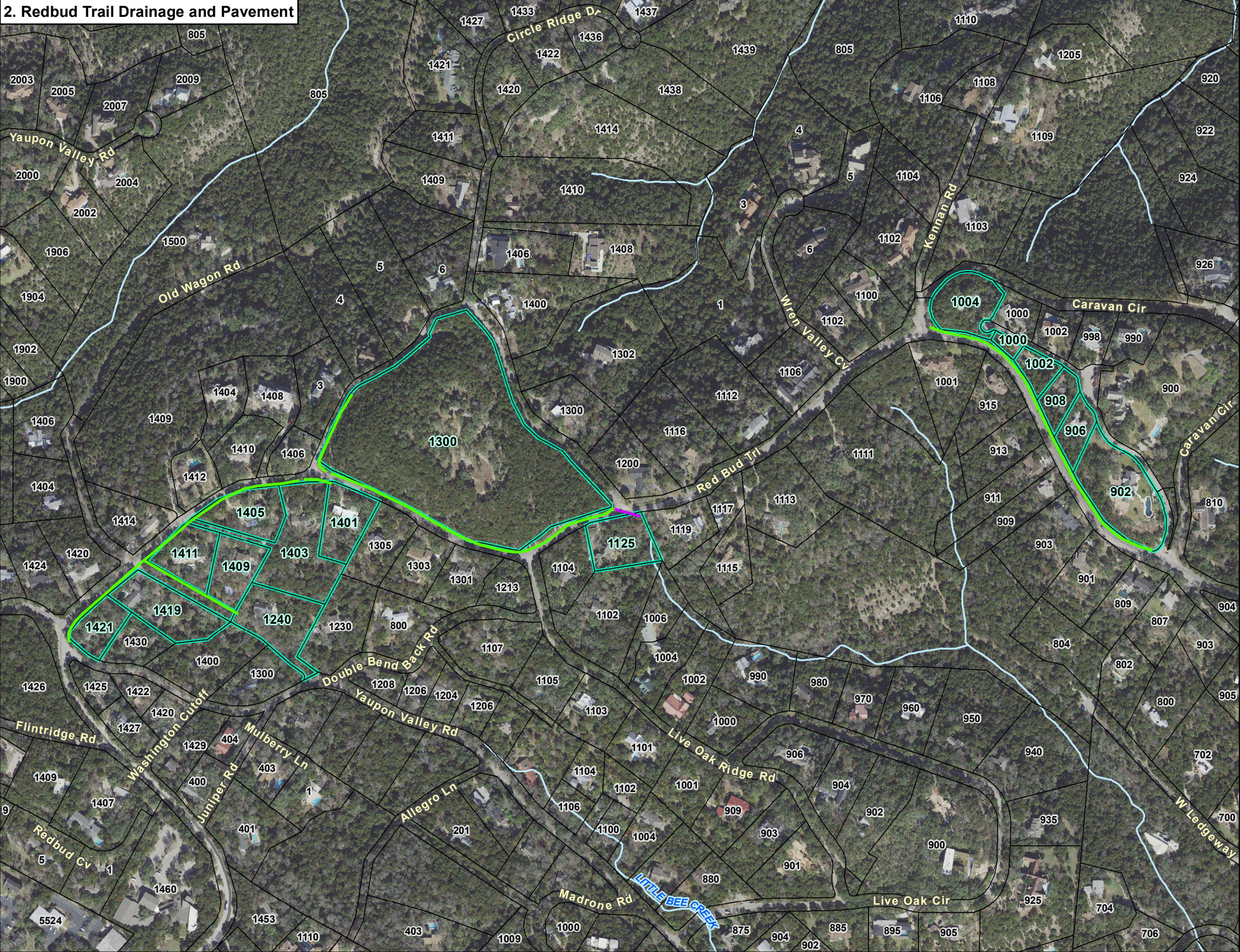
Project Photos



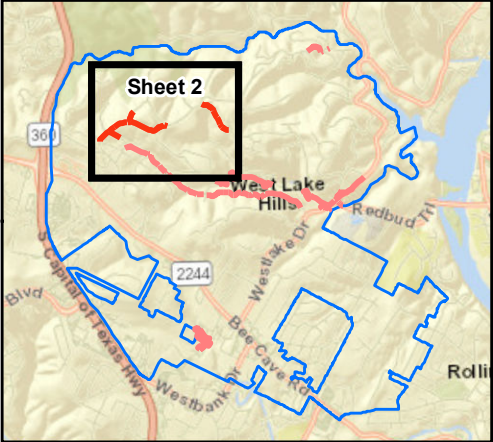
Proposed cross drainage and ditch improvements



2. Redbud Trail Drainage and Pavement

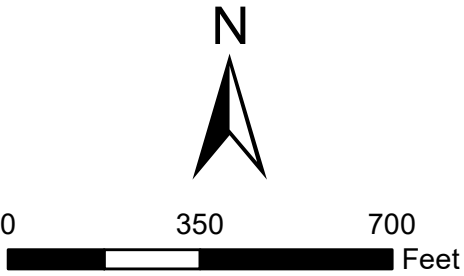


City of
West Lake Hills
Bond List
Project Detail
Sheet 2 of 6



- City Boundary
- Parcel Boundary
- Potential Easement Required
- Stream
- Project Improvement Class
 - Ditch
 - Pipe

Data Sources: TCAD (2021), COA (2021), KFA (2017)
Aerial Source: Stratmap (2021)



Date: 12/10/2021



CITY OF WEST LAKE HILLS BOND LIST PROJECT SUMMARY



Project ID: 3
Project Name: Westlake Drive Drainage and Pavement

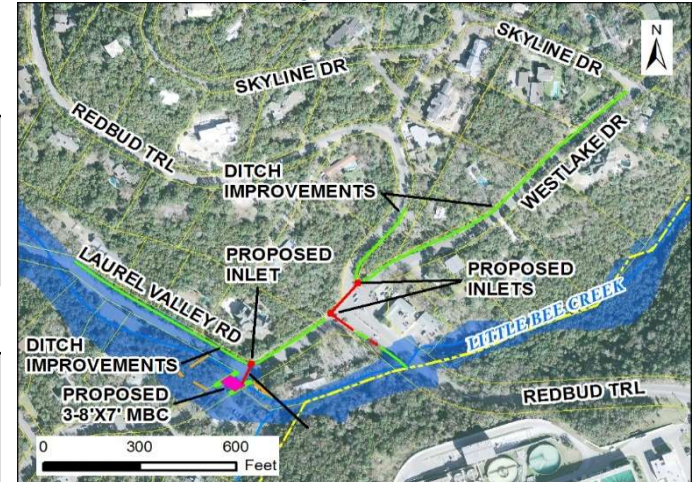
Problem Description

- Little Bee Creek crosses Westlake Dr near the intersection with Laurel Valley Rd. The culvert crossing is undersized and Westlake Dr is frequently overtopped.
- Water flows across the intersection of Westlake Dr and Laurel Valley Rd due to inadequate ditch conveyance and sedimentation of the small diameter culvert at the northeast corner of the intersection.
- Water flows across the Westlake Dr and Redbud Trl intersection due to overgrown roadside ditches along Westlake Dr and lack of conveyance across the intersection.

Proposed Improvements

- Replace Little Bee Creek crossing structure at Westlake Dr w/ 3-8'x7' Multiple Box Culverts (MBC).
- ~645 ft of ditch improvements along Laurel Valley Rd.
- ~1335 ft of ditch improvements along Westlake Dr
- ~150 ft of ditch improvements along Redbud Trail east and west of Westlake Dr.
- Add large area inlet at NE corner of Westlake Dr and Laurel Valley Rd intersection.
- Two area inlets at the NE and SE corners of Westlake Dr and Redbud Trail intersection.
- Pavement repairs from Bee Cave Rd to Skyline Dr

Project Photos



Proposed cross drainage, ditch, and storm sewer improvements

Bond Ranking Criteria

	Score
Risk to Public Safety	3
Potential Damage	2
Maintenance	3
Citizen Input/Complaints	2
Project Type	3
Timing/Location	0
Total Project Score:	2.25

Project Costs

Engineering & Survey:	\$ 323,000
Construction:	\$ 1,469,800
Other:	\$ 117,150
Total:	\$ 1,909,950
Conceptual Cost Range:	\$1.5M - \$2M
Estimated Construction Duration:	6 Months

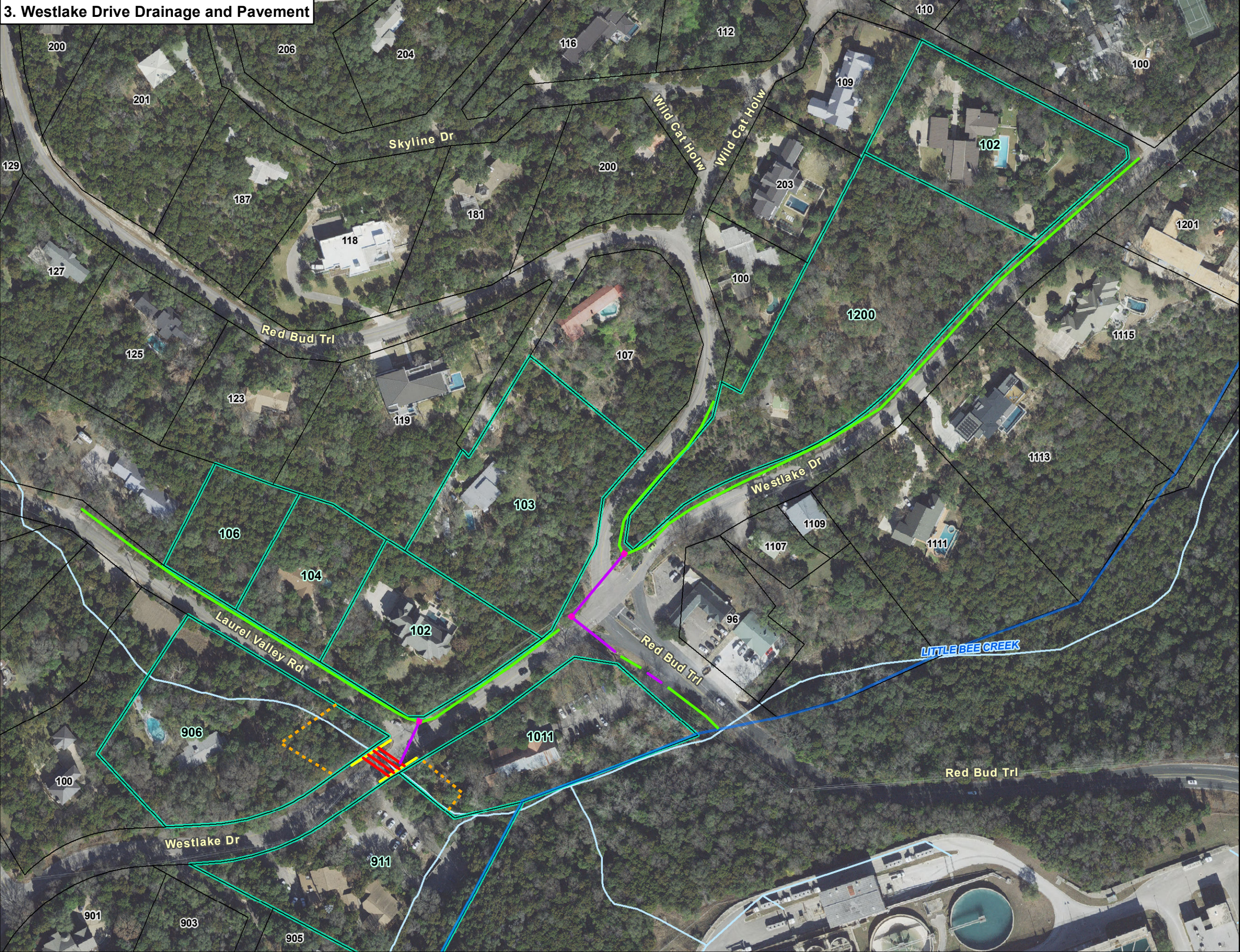
Assumptions

- City of West Lake Hills sign at the NE corner of the Westlake Drive and Redbud Trail intersection can be removed and reconstructed for construction of storm sewer.
- Proposed improvements will not be impacted by the City of Austin Redbud Trail project.

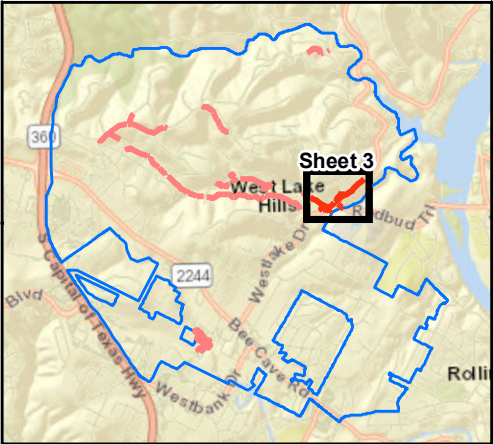


October 30, 2015 flood event, Little Bee Creek at Westlake Drive

3. Westlake Drive Drainage and Pavement

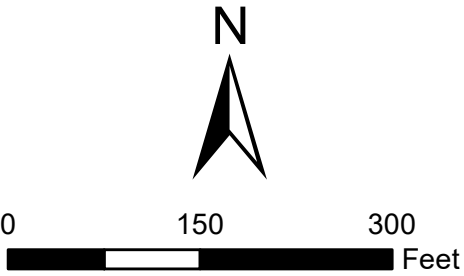


City of
West Lake Hills
Bond List
Project Detail
Sheet 3 of 6



- City Boundary
 - Parcel Boundary
 - Potential Easement Required
 - Stream
- Project Improvement Class**
- Culvert
 - Ditch
 - Easement
 - Headwall
 - Inlet
 - Pipe

Data Sources: TCAD (2021), COA (2021), KFA (2017)
Aerial Source: Stratmap (2021)



Date: 12/10/2021



CITY OF WEST LAKE HILLS BOND LIST PROJECT SUMMARY



Project ID: 4
Project Name: Laurel Valley Drainage and Pavement

Problem Description

Little Bee Creek crosses Laurel Valley Rd at three locations, and a tributary to Little Bee Creek crosses at another location. Overtopping of Laurel Valley Rd occurs frequently as the crossings function as low water crossings. During large events, all locations will overtop and restrict access to residents. In addition, there is a roadside ditch less than 6-inches deep along a portion of Laurel Valley. Due to the insufficient capacity, the edge of pavement adjacent to the ditch has been eroded in several locations and some residents have reported flooding in their garage on several occasions.

Proposed Improvements

- Replace culvert near Yaupon Valley Rd with 2-7'x3' Multiple Box Culvert (MBC).
- Replace culvert near Double Fork Rd with 1-7'x3' Concrete Box Culvert (CBC)
- ~ 845 ft of ditch improvements from Double Fork Rd to Ledgeway.
- Replace culvert near Ledgeway with 4-7'x3' MBC
- Replace culvert approaching Westlake Dr with 4-7'x4' MBC and raise roadway ~ 1 ft.
- Pavement repairs from Yaupon Valley Rd to Westlake Dr

Bond Ranking Criteria

	Score
Risk to Public Safety	3
Potential Damage	2
Maintenance	2
Citizen Input/Complaints	3
Project Type	3
Timing/Location	0
Total Project Score:	2.25

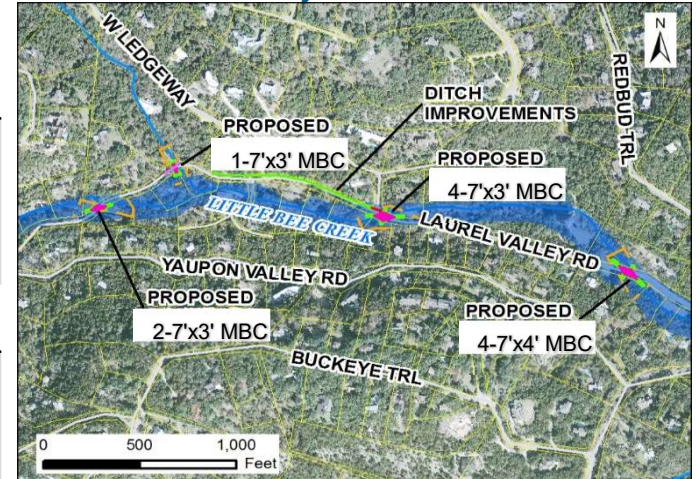
Project Costs

Engineering & Survey:	\$ 239,000
Construction:	\$ 1,296,425
Other:	\$ 126,400
Total:	\$ 1,661,825
Conceptual Cost Range:	\$1.5M - \$2M
Estimated Construction Duration:	6 Months

Assumptions

- It is assumed no ROW or easements will need to be acquired for the ditch improvements. From the data provided, it appears the existing roadway extends beyond the ROW in several locations. The requirement for easements will need to be verified in detailed study or during final design.

Project Photos

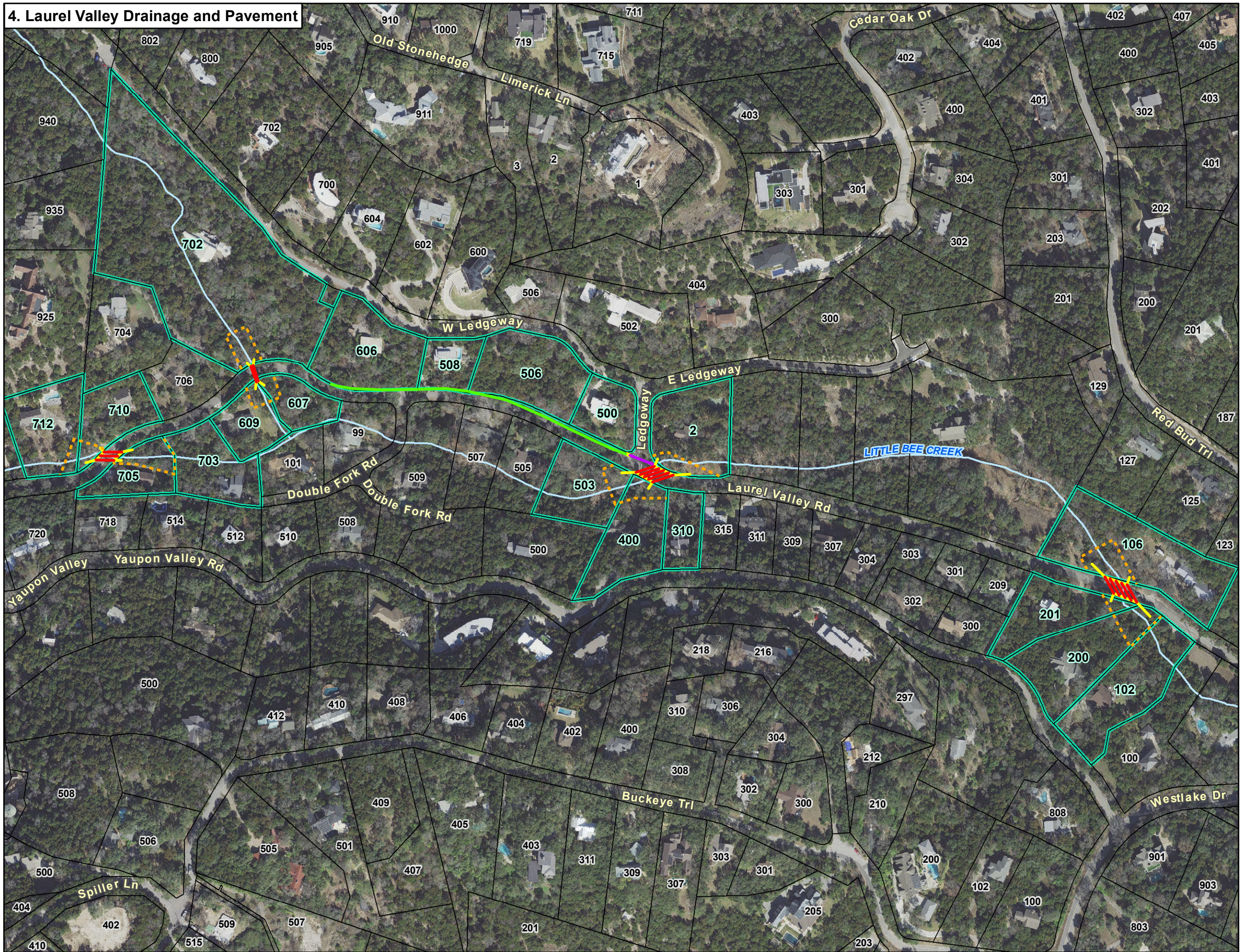


Proposed cross drainage and ditch improvements

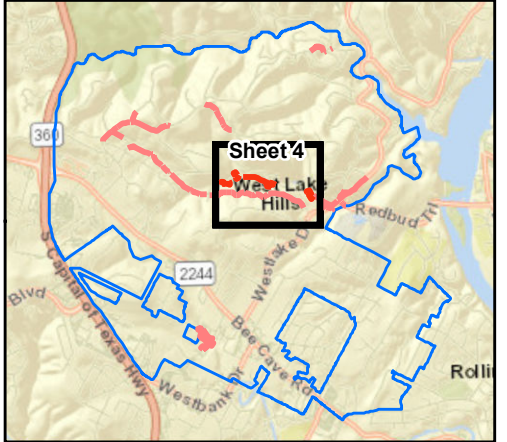


Little Bee Creek at Laurel Valley just east of Ledgeway

4. Laurel Valley Drainage and Pavement

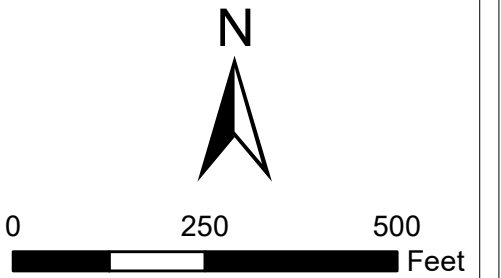


City of
West Lake Hills
Bond List
Project Detail
Sheet 4 of 6



- City Boundary
 - Parcel Boundary
 - Potential Easement Required
 - Stream
- Project Improvement Class**
- Culvert
 - Ditch
 - Easement
 - Headwall
 - Pipe

Data Sources: TCAD (2021), COA (2021), KFA (2017)
Aerial Source: Stratmap (2021)



Date: 12/10/2021



CITY OF WEST LAKE HILLS BOND LIST PROJECT SUMMARY



Project ID: 5
Project Name: Yaupon Valley Drainage and Pavement

Problem Description

Roadside ditches along Yaupon Valley Rd are less than six inches deep and do not have sufficient capacity to convey minor rain events. The limited capacity of the ditches causes water to cross the roadway. The culverts crossing Yaupon Valley Rd near Allegro Ln and Madrone Rd do not have adequate capacity to convey frequent rain events causing overtopping. Several additional culverts along Yaupon Rd frequently fill with sediment, are crushed, or do not have adequate conveyance. A small pothole occurs on Yaupon Rd between Alegro Ln and Double Back Bend

Proposed Improvements

- 3'x2' Concrete Box Culvert (CBC) crossing Yaupon Valley Rd east and west of Allegro Ln.
- 24" Reinforced Concrete Pipe (RCP) crossing Yaupon Valley Rd east and west of Madrone Rd.
- ~100 ft ditch improvements along Allegro Ln to intersection with Yaupon Valley Rd.
- ~95 ft ditch improvements along Madrone Rd to intersection with Yaupon Valley Rd.
- ~1,475 ft ditch improvements from Juniper Road to Madrone Rd.
- Investigate cause of pothole during rain event.
- Pavement repairs from Juniper Road to Madrone Rd

Bond Ranking Criteria

	Score
Risk to Public Safety	1
Potential Damage	2
Maintenance	3
Citizen Input/Complaints	3
Project Type	2
Timing/Location	0
Total Project Score:	1.70

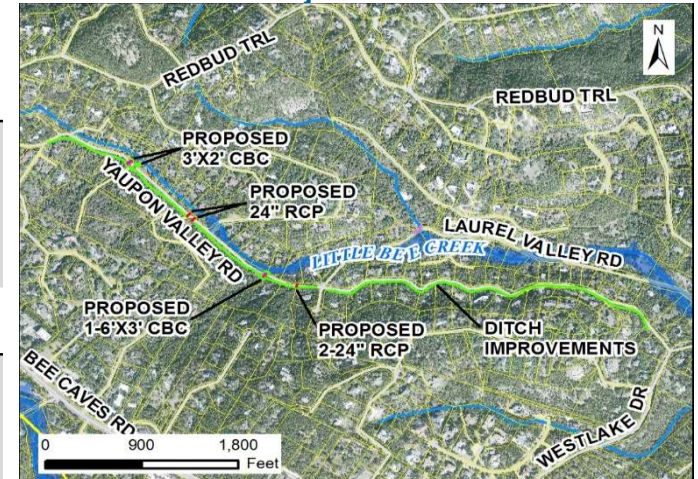
Project Costs

Engineering & Survey:	\$ 85,800
Construction:	\$ 567,850
Other:	\$ 45,600
Total:	\$ 699,250
Conceptual Cost Range:	\$500k - \$750k
Estimated Construction Duration:	4 Months

Assumptions

- It is assumed no ROW or easements will need to be acquired for the ditch improvements. From the data provided, it appears the existing roadway extends beyond the ROW in several locations. The requirement for easements will need to be verified in detailed study or during final design.

Project Photos

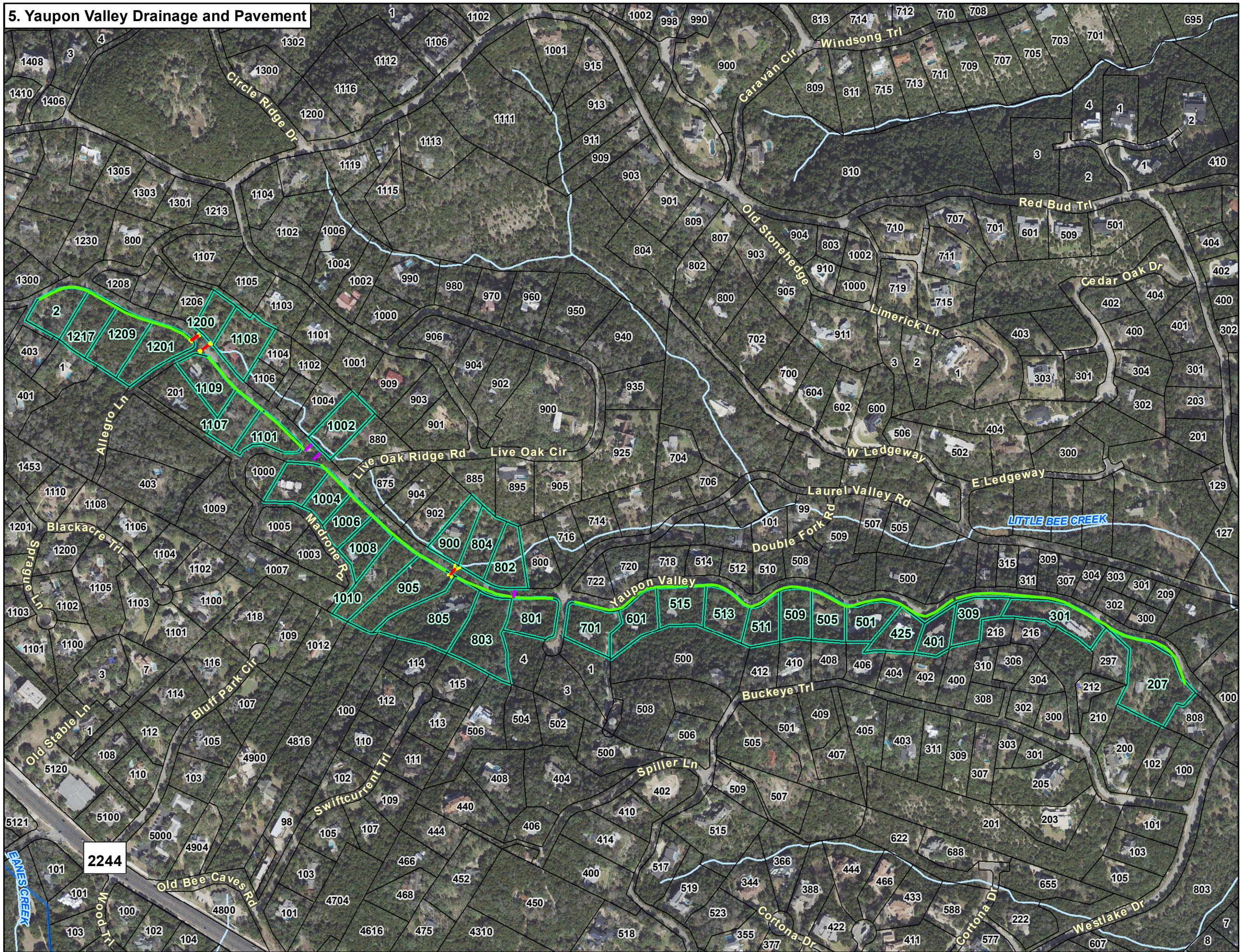


Proposed cross drainage and ditch improvements

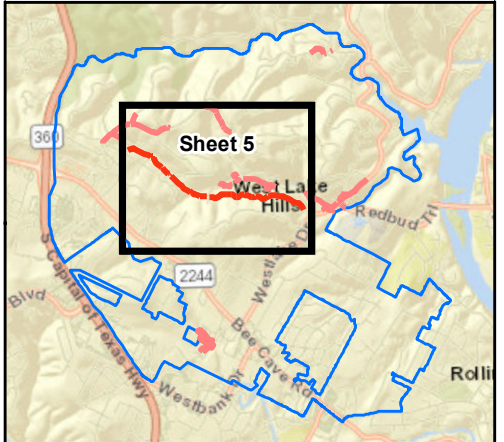


October 30, 2015 flood event, Yaupon Valley Road

5. Yaupon Valley Drainage and Pavement

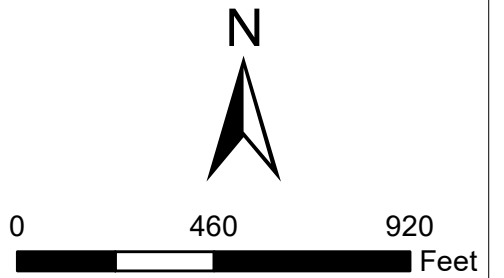


City of
West Lake Hills
Bond List
Project Detail
Sheet 5 of 6



- City Boundary
 - Parcel Boundary
 - Potential Easement Required
 - Stream
- Project Improvement Class**
- Culvert
 - Ditch
 - Headwall
 - Pipe

Data Sources: TCAD (2021), COA (2021), KFA (2017)
Aerial Source: Stratmap (2021)



Date: 12/10/2021



CITY OF WEST LAKE HILLS BOND LIST PROJECT SUMMARY



Project ID: 6
Project Name: Terrace Mountain Drainage and Pavement

Problem Description

Roadside swales along Terrace Mountain Dr are shallow and prone to sediment build up. Several culverts are undersized, causing overtopping of the roadway and flooding of adjacent streets. The culverts are susceptible to sedimentation and require consistent maintenance by the City. At Spurlock, the roadway geometry makes overtopping of the especially hazardous.

Proposed Improvements

- ~ 550 ft of ditch improvements on Terrace Mountain Dr.
- 2-24" Reinforced Concrete Pipe (RCP) crossing Terrace Mountain Dr near the intersection with Basin Ledge.
- 3'x2' Concrete Box Culvert (CBC) crossing Basin Ledge near the intersection with Canyon Creek Dr.
- Replace culvert near the intersection with Spurlock Valley Dr with a 7'x5' CBC.
- Replace the Bee Creek Tributary structure at Westlake Dr with a single 5'x4' CBC.
- Pavement repairs from Caravan Cir to Westlake Dr.

Bond Ranking Criteria

	Score
Risk to Public Safety	3
Potential Damage	2
Maintenance	3
Citizen Input/Complaints	2
Project Type	2
Timing/Location	0
Total Project Score:	2.15

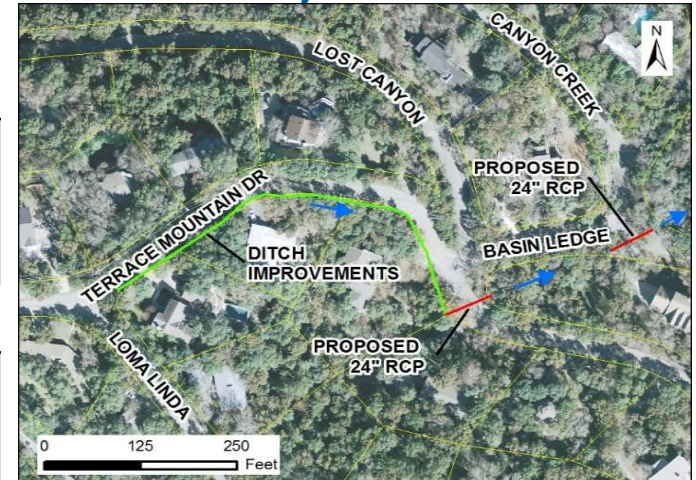
Project Costs

Engineering & Survey:	\$ 123,200
Construction:	\$ 765,375
Other:	\$ 57,700
Total:	\$ 946,275
Conceptual Cost Range:	\$750k - \$1M
Estimated Construction Duration:	4 Months

Assumptions

- It is assumed no ROW or easements will need to be acquired for the ditch improvements or culverts. From the data provided, it appears the existing roadway encroaches upon the ROW line. The requirement for easements will need to be verified in detailed study or during final design. The proposed culverts will need to be confirmed during detailed hydrologic and hydraulic analysis.

Project Photos

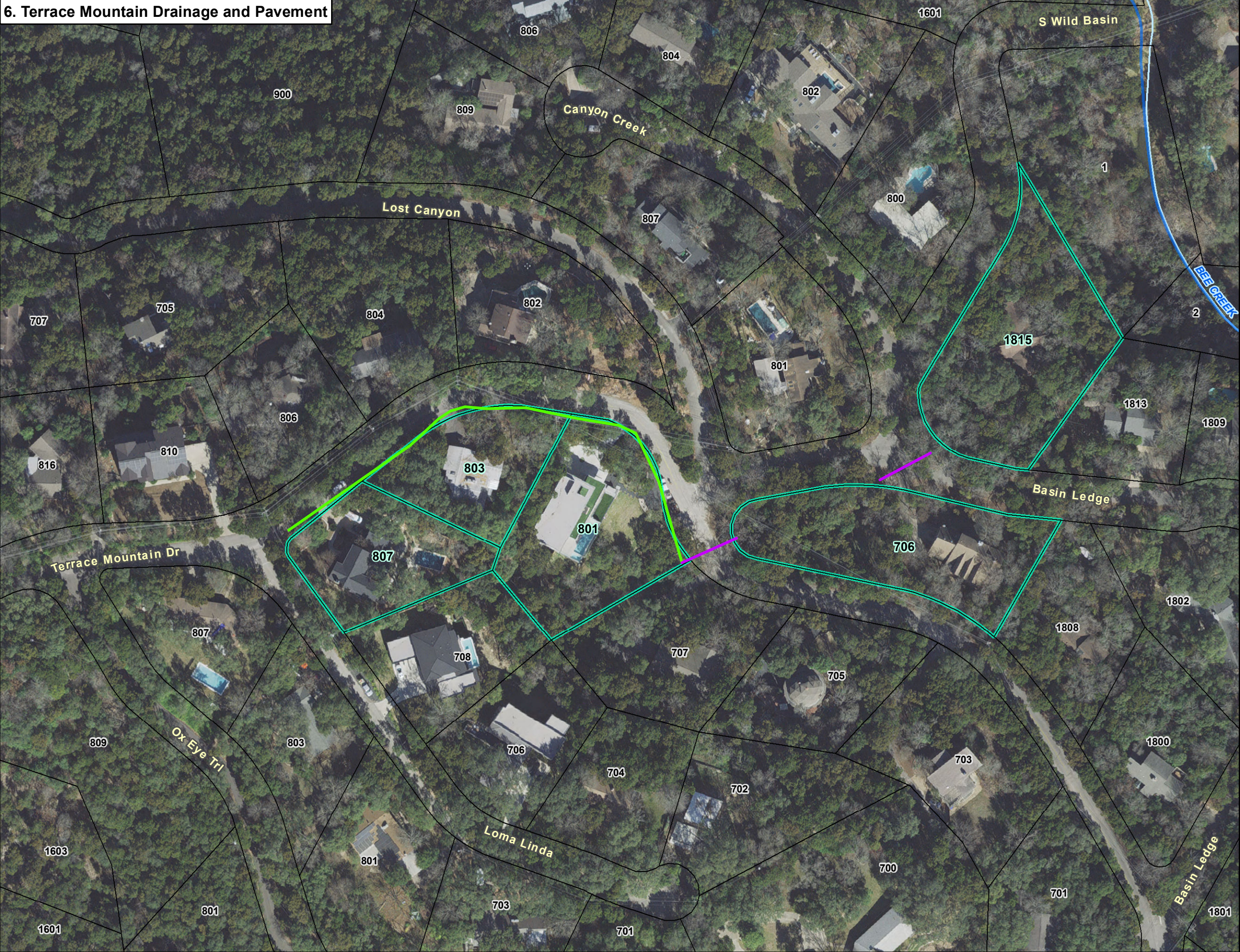


Proposed ditch and cross drainage improvements

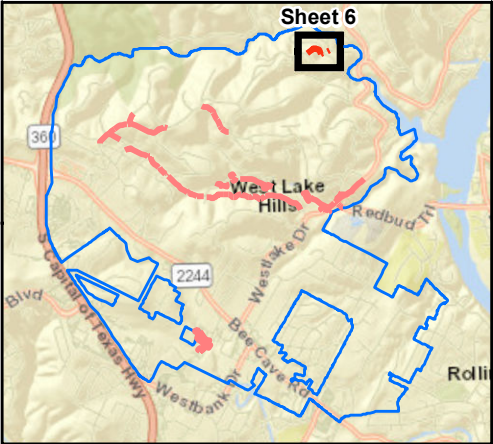


Terrace Mountain Drive looking east down Basin Ledge

6. Terrace Mountain Drainage and Pavement

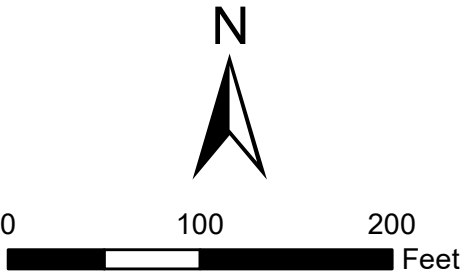


City of
West Lake Hills
Bond List
Project Detail
Sheet 6 of 6



- City Boundary
- Parcel Boundary
- Potential Easement Required
- Stream
- Project Improvement Class
 - Ditch
 - Pipe

Data Sources: TCAD (2021), COA (2021), KFA (2017)
Aerial Source: Stratmap (2021)



Date: 12/10/2021





January 12, 2022

Victoria M Ortega, PE
K Friese + Associates
710 Hester's Crossing Road
Summit II, Suite 120
Round Rock, TX 78681

RE: West Lake Hills Drainage Bond Projects

Dear Ms. Ortega,

Please find our scope and cost proposal for the right-of-way acquisition scope needed for the West Lake Hills Drainage and Pavement Improvement Projects identified in the Drainage Master Plan Phase II bond package, specifically named as: Eanes Creek Low Water Crossing, Westlake Drive, Laurel Valley, Yaupon Valley, Redbud Trail, and Terrace Mountain.

Our understanding the property acquisition consists of approximately up to sixty-two (62) permanent easements and/or right-of-way acquisitions. The scope for the right of way portion of the project will include:

- Project Administration
 - Maintain status reports of parcel and project activities
 - Participate in project review meetings
 - Prepare initial property owner contact list for use in distribution of introduction letters
 - Provide property owners with Notice of Intent to acquire letters and landowner Bill of Rights CMRRR
- File Management
 - Primary project and parcel files will be kept in Consultant's office until the project is complete
 - Prepare check requests utilizing pre-approved payment submissions forms with supporting documentation
 - Maintain records of payment amounts
 - Maintain copies of correspondence and contacts with property owner
- Title Services/Closings
 - Secure preliminary and updated title commitment or from the preferred City of Round Rock Title Company that will be providing title insurance.
 - Assist the Title Company in the curative work necessary to provide clear title.
 - Secure title insurance for parcels acquired, insuring acceptable title to project.
- Appraisal Services
 - Work with approved City's approved appraisal firm to contact the property owners and schedule an appraisal inspection, offering the property owners or their representative the opportunity to accompany the appraiser on the inspection of the subject property. Maintain record of contact in file.
 - Submit completed appraisal to client to set just compensation determination
- Negotiation Services

- o Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
- o Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- o Prepare the initial offer letter, purchase agreement and instrument of conveyance.
- o The written offer and appraisal report will be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- o Contact each property owner or owner's designated representative, to present the written offer in person where practical and deliver appraisal report.
- o Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- o Respond to property owner inquiries verbally and in writing within two business days.
- o Prepare a separate negotiator contact report for each parcel.
- o Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- o Discuss with client any written counter offer from property owners including supporting documentation, and make recommendation with regard to counter offer.
- o Prepare final offer letter, documents of conveyance as necessary and mail by certified mail, return receipt requested (CMRRR).
- o Support any condemnation effort required.

Spitzer & Associates will provide all right of way activities described above plus any additional requests from the City of West Lake Hills for a flat fee of \$7800 per parcel, billed hourly on a monthly basis according to the hourly rate sheet attached.

Thank you for this opportunity. My team, including Tony Kimball as the lead acquisition agent, is ready to begin the process as soon as possible. Let me know if you have any questions or need additional information.

Kind regards,



Candy Spitzer
President

2022 PRICING SCHEDULE

Fully burdened rates

Program Manager/QA/QC	\$225.00
Senior Level Acquisition Agent	\$125.00
Title/Closing Specialist	\$110.00
Administrative/Document Control	\$ 68.00

Reimbursable expenses will be billed as pass-through costs and could include: Mileage at \$.58; black & white copies at \$.10; color copies at \$.25; certified mail charges; other approved expenses.

Per Parcel cost for negotiation and title/closing services will not exceed \$7,800.

Title policies and appraisal fees will be billed as a pass-through expense with no markup.

[Delivery by Email: vortega@kfriese.com]

Proposal No. PAA22-005-00
January 11, 2022

Ms. Victoria M. Ortega, P.E.
Associate
K Friese + Associates
710 Hester's Crossing Road
Summit II, Suite 120
Round Rock, Texas 78681

8100 Cameron Road, Suite B-150
Austin, TX 78754

P 512.339.1745
F 512.339.6174
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal for Geotechnical Engineering Study
West Lake Hills Bond Projects
Eanes Creek LWC; Westlake Drive Drainage/Pavement Improvements;
Laurel Valley Drainage/Pavement Improvements; Yaupon Valley Drainage/
Pavement Improvements; Redbud Trail Drainage/Pavement Improvements;
Terrace Mountain Drainage/Pavement Improvements
West Lake Hills, Texas**

Dear Ms. Ortega:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Geotechnical Engineering Services for the above referenced project. The broad objectives of our study will be to determine soil conditions at the site and to develop design recommendations and construction guidelines for support of a low water crossing and various drainage and pavement improvements in West Lake Hills, Texas. Described in this proposal are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study cost.

PROJECT SCOPE

The West Lake Hills bond projects include drainage improvements at six locations. Each location has been separated into individual task orders as follows:

Task 1: Eanes Creek

We understand that reprofiling of existing low water crossings are planned at Eanes Creek and the Eanes Creek Tributary. Pavement recommendations will also be included for these streets.

RKCI will conduct the following drilling scheme in order to assess subsurface conditions at the subject site.



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Proposed Structure	Number of Borings	Depth, ft	Total Depth, ft
Culvert	4	15	60
Total Drilling Footage			60

Task 2: Redbud Trail

We understand that improvements are proposed at Redbud Trail, from Yaupon Valley Road to Circle Ridge Drive and from Kennan Road to Windsong Trail. Improvements include drainage ditch reprofiling, installation of two new culverts, and construction of a 190-ft long retaining wall. A portion of the drainage improvements extends to Laurel Valley Road, where other improvements are planned. A boring from that project will be used for evaluation of this project.

Drainage ditch improvements and culvert improvements are understood to be minor and not require geotechnical recommendations.

RKCI will conduct the following drilling scheme in order to assess subsurface conditions at the subject site.

Proposed Structure	Number of Borings	Depth, ft	Total Depth, ft
Retaining Wall	2	15	30
Total Drilling Footage			30

Task 3: Westlake Drive

We understand that improvements are proposed at Westlake Drive, from Skyline Drive to south of Laurel Valley. Additional pavement repairs are also being considered south to Bee Cave Road. Improvements include drainage ditch reprofiling, installation of two new culverts, and construction of a retaining wall.

We understand that improvements will not require input from the RKCI geotechnical team. No drilling or recommendations will be provided for this section.

Task 4: Laurel Valley

We understand that improvements are proposed at Laurel Valley Road at its crossings with Little Bee Creek. Additionally, drainage ditch improvements are planned for approximately 845 ft of roadway. In total, four culverts are planned to be replaced. Pavement recommendations will also be provided for this street.

Drainage ditch improvements are understood to be minor and not require geotechnical recommendations.

RKCI will conduct the following drilling scheme in order to assess subsurface conditions at the subject site.

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Proposed Structure	Number of Borings	Depth, ft	Total Depth, ft
Culvert	4	15	60
Total Drilling Footage			60

Task 5: Yaupon Valley

We understand that improvements are proposed at Yaupon Valley Road at its crossings near Allegro Lane and Madrone Road, and ditch improvements from Juniper Road to Madrone Road. A large concern at this site is apparent artesian groundwater conditions at a point in the roadway.

RKCI will drill a boring to an approximate depth of 15 ft and convert it to a piezometer for groundwater level monitoring. Piezometers are constructed by installing a screened casing into a bore hole and backfilling the space between the borehole and the outside diameter of the casing (annulus) with either bentonite clay and/or sand, then installing a well cover. A series of groundwater depth readings collected over a period of time are helpful in estimating where groundwater could be encountered during construction. We propose to measure groundwater levels once per week for four to five weeks.

The piezometer will be left in place after our readings are complete. Abandonment or decommissioning of the piezometer is not included in our scope.

Drainage ditch improvements and culvert improvements are understood to be minor and not require geotechnical recommendations.

Proposed Structure	Number of Borings	Depth, ft	Total Depth, ft
Pavement	1	15	15
Total Drilling Footage			15

Task 6: Terrace Mountain

We understand that improvements are proposed at Terrace Mountain Drive, from Loma Linda to Basin Ledge, including crossings at Basin Ledge and general drainage improvements.

We understand that improvements will not require input from the RKCI geotechnical team. No drilling or recommendations will be provided for this section.

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FIELD SERVICES

Borings will be located in the field utilizing tape and right angle measurements from existing benchmarks or using a recreational grade Global Positioning System (GPS) device. Our scope of service does not include surveying in the boring location.

The borings will be advanced to their targeted completion depths below the existing ground surface utilizing a truck mounted drilling rig. Samples will be taken using conventional Shelby-tube, split-spoon, and NX rock core sampling techniques. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification.

The borings will be backfilled utilizing auger cuttings and/or bentonite generated during drilling activities and will be patched with asphalt.

Water level readings will be recorded for the open boreholes during drilling and upon drilling completion. If free water is encountered during drilling, the RKCI geologist will temporarily suspend drilling operations and obtain water level measurements in the open borehole at 5-minute intervals over a 15-minute time interval. Water level measurements will also be recorded at completion of drilling prior to backfilling the boreholes with the auger cuttings and spoils generated during the drilling operations.

Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

Laboratory Testing

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.

Engineering Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in written, engineering reports. Each Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A boring location map and boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;

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- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design recommendations, including:
 - seismic site class parameters;
 - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
 - methods for reducing expansive, soil-related movements;
 - methods for reducing differential movement;
 - available bearing pressures for shallow culvert foundations;
 - lateral earth pressures for retaining wall structures.
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill material specifications;
 - shallow foundation excavations;
 - excavation considerations; and
 - fill placement compaction.
- Flexible pavement recommendations for residential roadways (Tasks 1 and 4 only).

Our scope of work does not include a geologic fault study nor does it include conducting test pits at the site. Site grading plans can result in changes in the subgrade conditions and alter foundation design recommendations. Final site grading plans will be helpful information in the preparation of our foundation engineering recommendations.

The final reports will be produced in a digital PDF and delivered via email. All reports will be issued separately.

Tentative Project Schedule

Based on our present workload and weather permitting, we anticipate that we could begin the field exploration phase of this study within 5 to 8 working days of receiving your written authorization, provided the site is accessible to our truck-mounted drill rig and the Client has supplied us with available information regarding existing utilities and below grade structures on site (if any). The field exploration and laboratory testing phase of the study is expected to take approximately 8 to 11 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional two to three weeks to complete, for an approximate project deliverable of approximately five to seven weeks from authorization. We will be pleased to provide the design team with verbal design information as the data becomes available, once drilling has been completed.

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Project Cost

The total lump sum cost for the study scope outlined herein is **\$32,400.00**. The cost breakdown for each project is as follows:

- Task 1 – Eanes Creek:	\$8,700.00
- Task 2 – Redbud Trail:	\$6,700.00
- Task 3 - Westlake Drive:	none
- Task 4 – Laurel Valley:	\$8,700.00
- Task 5 – Yaupon Valley:	\$8,300.00
- Task 6 – Terrace Mountain:	none

Should unusual soil conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

If available, we request that the Client provide RKCI with a recent plat of the project site, a drawing illustrating existing and proposed construction locations, and preliminary site grading plans prior to the start of our field exploration services. Also, it is our understanding that the Client will provide access to all boring locations for a conventional, truck-mounted drilling rig and that the Client will provide underground utility clearance. RKCI will assist in locating underground utilities, provided the Client submits documentation of existing utility locations. RKCI will take all precautions to prevent damage to property; however, RKCI cannot be responsible for tire rutting, or damage of landscaping.

It should be noted that our study scope and project cost does not include professional time and travel expenses for participation in design team meetings. Furthermore, our estimate does not include professional time for plan review to determine whether the drawings comply with the intent of the geotechnical recommendations.

Acceptance

We appreciate the opportunity of submitting this contract and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

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RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Accepted
By:


Yvonne Garcia Thomas, P.E.
Vice President

Signature


Richard T. Shimono, P.E.
Project Engineer

Typed or Printed Name

YGT/RTS:jg
Attachments I & II
Copies Submitted: Above (1)

Title

Date



STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **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 RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK 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 scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **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. RK 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 agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with

or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

Proposal No. PSF22-010-00 Rev. 1
January 11, 2022



8100 Cameron Road, Suite B-150
Austin, TX 78754

Ms. Victoria M. Ortega, P.E.
Associate
K Friese + Associates
710 Hester's Crossing Road, Summit II, Suite 120
Round Rock, Texas 78681

P 512.339.1745
F 512.339.6174
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal for Environmental Services
West Lake Hills Bond Projects (4 Locations)
Travis County, Texas
30°17'54.40"N, 97°48'7.43"W**

Dear Ms. Ortega:

Pursuant to your request, **Raba Kistner, Inc. (RKI)** is pleased to submit this scope of work to K Friese + Associates (CLIENT) for the above-referenced project in Travis County, Texas. **RKI** understands the West Lake Hills Drainage Master Plan Phase II identified six (6) projects to include in a bond package, which was approved in November 2021. **RKI** understands the CLIENT is requested an environmental constraints analysis be conducted for the following four (4) projects.

1. Eanes Creek Low Water Crossing: The low water crossings of Eanes Creek and the Eanes Creek Tributary at Camp Craft Road and Eanes School Road are frequently overtopped. Camp Craft Road serves as a high traffic access point to West Lake High School while Eanes School Road serves as the single access point for several subdivisions and properties. The proposed improvements include: replacing the low water crossings with new culverts and associated necessary roadway improvements (estimated as 700 LF), installing sidewalks (estimated 700 LF), and potential maintenance of the channel (estimated as 600 LF).
2. Westlake Drive Drainage and Pavement Improvements: Little Bee Creek crosses Westlake Drive near the intersection with Laurel Valley Road. The culvert crossing is undersized, causing overtopping of Westlake Drive. The intersections of Westlake Drive with Laurel Valley Road and Redbud Trail are frequently inundated due to inadequate ditch conveyance and sedimentation of culverts. The proposed improvements include: improving the creek crossing, storm sewer (estimated as 250 LF), ditch improvements (estimated as 2,200 LF) and pavement repairs on Westlake Drive (estimated as 1,200 LF).
3. Laurel Valley Drainage and Pavement Improvements: Little Bee Creek crosses Laurel Valley Road at three locations with a tributary to Little Bee Creek crossing at another location. Overtopping of Laurel Valley Road occurs as the crossings function as low water crossings, restricting access to residences. In addition, a roadside ditch is inadequate along a portion of Laurel Valley Road. Due to the insufficient capacity, the edge of pavement adjacent to the ditch has been eroded in several locations and some residents have reported flooding in their garages. The proposed improvements include: improving the creek crossings at all four locations, ditch improvements (estimated as 900 LF) and pavement repair along Laurel Valley Road (estimated as 4,100 LF).

4. Yaupon Valley Drainage and Pavement Improvements: Roadside ditches along Yaupon Valley Road are inadequate and do not provide sufficient capacity to convey minor rain events, causing water to cross the roadway. The culverts near Allegro Lane and Madrone Road, are insufficient to convey frequent rain events, causing overtopping. Several additional culverts along Yaupon Road frequently fill with sediment, are crushed, or do not have adequate conveyance. A spring, located between Allegro Lane and Double Back Bend, is causing pavement damage including creating a hole during large rain events. The proposed improvements include: improving the culvert crossings near Allegro Lane and Madrone Road, ditch improvements and maintenance along Yaupon Valley Road (estimated as 1,700 LF), investigation into the spring origin, potential solutions, and pavement repairs (estimated as 1,800 LF).

I. SCOPE OF WORK

RKI will review desktop resources and conduct a site visit for each project to prepare one draft environmental constraints map for each project location using GIS. Available GIS coverage for the project area will be acquired from various public data sources and used to prepare the map. Any GIS data used will be combined with desktop interpretations and coordination with design engineers to provide the available and necessary information for the planning phases of the project. This data will be prepared in exhibit format to facilitate completion of this work authorization.

A limited field investigation will be conducted to observe site conditions and to verify data resulting from desktop reviews. **RKI** will prepare an Environmental Constraints Analysis (ECA) report for each project site, which will summarize the desktop and limited field investigation reviews of environmental, cultural, and social considerations. In addition, the report will discuss project funding and will outline potential compliance activities linked to funding type(s).

The ECA Reports will include the following sections.

- Introduction
- Need and Purpose
- Community Features and Demographics
 - Land Use
 - Community Profile
 - Demographics
- Cultural Resources
 - Previous Archeological Investigations and Known Cultural Resources
 - Findings and Recommendations
- Hazardous Materials
 - Regulatory Databases
 - Historic Topographics Maps
 - Historical Aerial Photography
 - Windshield Survey
- Biological Resources (including potential karst)
- Water Resources
 - Surface Waters and Wetlands

- Other Considerations
 - Important/Prime Farmlands
 - National Environmental Policy Act Compliance
- Recommendations
- References
- Acronyms

These reports may be used for planning purposes, and may be referenced in documentation prepared for future phases of these projects.

List of Deliverables

- Eanes Creek Low Water Crossing Environmental Constraints Map and Report
- Westlake Drive Drainage and Pavement Improvements Environmental Constraints Map and Report
- Laurel Valley Drainage and Pavement Improvements Environmental Constraints Map and Report
- Yaupon Valley Drainage and Pavement Improvements Environmental Constraints Map and Report

II. ITEMS TO BE PROVIDED BY CLIENT

- Property Access
- Project funding information (current or potential)
- Project footprint file (CAD, kml, shapefile, or .pdf)

III. LIMITATIONS

Any studies, field visits, or other activities requested by CLIENT or other parties that are not specifically referenced in this proposal are excluded from this scope of work. This scope of work does not include environmental constraints analyses for the Redbud Trail Drainage and Pavements Improvements or the Terrace Mountain Drainage and Pavements Improvements projects.

IV. COST AND DURATION

We will provide the above scope of work on a **Lump Sum Fee of \$36,963** according to the table below.

Standard Services	
Task 1 Eanes Creek Low Water Crossing (Constraints Map and Report)	\$ 9,277.25
Task 2 Westlake Drive Drainage and Pavement Improvements (Constraints Map and Report)	\$ 8,855.25
Task 3 Laurel Valley Drainage and Pavement Improvements (Constraints Map and Report)	\$ 9,455.25
Task 4 Yaupon Valley Drainage and Pavement Improvements (Constraints Map and Report)	\$ 9,375.25

We are prepared to initiate this project immediately and anticipate that we can complete this scope of work within 30 business days after we receive written authorization to proceed, right-of-entry, and project design files.

V. ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and the attachment listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKI** to proceed with this project.

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County and Travis County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.



Brittney Davis, AICP, ENV SP
Senior Project Manager, NEPA/Natural Resources

BD/bc

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Attachments:

- I – Standard Terms and Conditions
- II – Schedule of Fees for Professional Services

Date _____

Copies Submitted: Above (1 Electronic PDF Copy)



STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **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 RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK 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 scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **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. RK 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 agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with

or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



Orrick, Herrington & Sutcliffe LLP

300 West 6th Street
Suite 1850
Austin, TX 78701

+1 512 582 6950

orrick.com

Jerry V. Kyle, Jr.

E jkyle@orrick.com

D +1 512 582 6951

F +1 512 582 6949

January 5, 2022

Via Federal Express

Mr. Ashby Grundman
City of West Lake Hills
911 Westlake Drive
West Lake Hills, TX 78746

Re: *City of West Lake Hills, Texas - Resolution Expressing Intent to Finance Expenditures*

Dear Mr. Grundman:

Enclosed please find three (3) execution copies of the referenced Resolution. Please have the appropriate City officials execute each tabbed signature page.

Please return the signed documents to the address listed above using the enclosed FedEx envelope.

Please call me if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to be "JKyle", written over a circular blue stamp.

Jerry V. Kyle, Jr.

Enclosures

cc: Vonda Ragsdale, City of West Lake Hills
Stephanie Mills, City of West Lake Hills
Blake Roberts, PFM Financial Advisors LLC
Dennis Waley, PFM Financial Advisors LLC
Thomas Lastrapes, PFM Financial Advisors LLC
Ben Morse (Firm)

**RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES
(CITY OF WEST LAKE HILLS, TEXAS)**

WHEREAS, the City of West Lake Hills, Texas (the “City”), a political subdivision of the State of Texas, is authorized to finance its activities by issuing obligations pursuant to the Constitution and general laws of the State, including, but not limited to Chapter 1331, Texas Government Code, as amended, which may include obligations the interest on which is excludable from gross income for federal income tax purposes (“Obligations”), pursuant to Section 103 of the Internal Revenue of 1986, as amended (the “Code”); and

WHEREAS, the City has made, within the last 60 days, and/or will continue to make payments with respect to the project(s) listed on Exhibit A attached hereto (the “Project”); and

WHEREAS, the City reasonably expects to issue Obligations to reimburse itself for the costs associated with the Project; and

WHEREAS, the City desires to reimburse itself for the costs associated with the Project from the proceeds of Obligations to be issued subsequent to the date hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS, THAT:

Section 1. The City hereby declares its intent to reimburse itself for all costs paid within the last 60 days and that will be paid on or subsequent to the date hereof in connection with the Project from the proceeds of Obligations to be issued subsequent to the date hereof.

Section 2. The City reasonably expects that the maximum principal amount of Obligations issued by the City to reimburse costs associated with the Project will not exceed \$10,000,000.

Section 3. This Resolution will be kept in the books and records maintained by the City with respect to the Obligations.

[Signature page follows]

PASSED AND APPROVED this _____, 2022.

CITY OF WEST LAKE HILLS, TEXAS

Linda Anthony, Mayor

ATTEST:

Stephanie Mills, City Secretary

(SEAL)

EXHIBIT A

The Project

Making permanent public improvements, to wit:

- (a) constructing, improving, renovating, extending, expanding and developing streets, roads and related drainage improvements, including traffic signalization, lighting, sidewalks, soundwalls and landscaping, and acquiring right-of-way related thereto, with respect to Camp Craft Road, Laurel Valley Road, Redbud Trail, Westlake Drive, Yaupon Valley Road and Terrace Mountain Drive; and
- (b) constructing, acquiring, improving, renovating, expanding and developing a new City Hall and Police Building and related infrastructure.

CITY OF WEST LAKE HILLS
CITY OFFICERS ELECTION
2021 CANDIDATE CALENDAR

▪ **Wednesday, January 18, 2022 through Friday, February 18, 2022 (General Election Candidates only)**

- File the following documents with the City Secretary's Office:
 - 1) Application for a Place on the General Election Ballot;
 - 2) Appointment of a Campaign Treasurer by a Candidate;
 - 3) Conflict of Interest Questionnaire and Disclosure, if applicable; and
 - 4) Code of Fair Campaign Practices optional.

▪ **Thursday, February 24, 2022**

- Drawing will be conducted in the Council Chambers of City Hall at 9:30 a.m. to determine the order of the names on the ballot. You, or your representative, may attend. If you are unable to attend, please contact Stephanie Mills at 512-610-6821 or via e-mail at citysec@westlakehills.org and we will arrange to have someone draw for you. In the event there are unopposed candidates, there will be no need for a drawing to occur.

▪ **Thursday, April 7, 2021**

- File the first pre-election Candidate/Officeholder Campaign Finance Report with the City Secretary's Office for the period covering January 1 through March 28, 2022.

Exception: If you do not exceed \$500 in contributions and/or expenditures and you selected Modified Reporting on the Appointment of a Campaign Treasurer previously filed, you do not need to file this report.

▪ **Monday, April 25, 2022**

- First day of early voting by personal appearance. List of Early Voting Polling locations and times will be provided soon.

▪ **Friday, April 29, 2022**

- File the second pre-election Candidate/Officeholder Campaign Finance Report with the City Secretary's Office for the period covering March 29 through April 27, 2022.

Exception: If you do not exceed \$500 in contributions and/or expenditures and you selected Modified Reporting on the Appointment of a Campaign Treasurer previously filed, you do not need to file this report.

▪ **Tuesday, May 3, 2022**

- Last day of early voting by personal appearance. List of Early Voting Polling locations will be provided soon.

▪ **Saturday, May 7, 2022**

- Election Day from 7:00 a.m. to 7:00 p.m.
- A list of polling locations will be available closer to Election Day.

▪ **Wednesday, May 11, 2022**

- City Council Meeting at 7:00 p.m. for the official canvass of the results. Then the re-elected and/or newly elected Councilmembers will be sworn in.
- **NOTE** this could change due to any COVID restrictions in place

▪ **Friday, July 15, 2021 and Tuesday, January 17, 2023**

- File the semi-annual Candidate/Officeholder Campaign Finance Report with the City Secretary's Office for the period covering April 28 through June 30, 2022, and July 1 through December 31, 2022.

***Exception:** If you already filed the Candidate/Officeholder Campaign Finance Report with the box "Final Report" marked, you do not need to file this report.*

▪ **Within 90 days of being of being elected**

- Watch and complete the open government training on the Texas Open Meetings Act and the Public Information Act (available online at www.oag.state.tx.us/open/og_training.shtml). Once completed, submit the completion certificates to the City Secretary.

ORDINANCE 2022-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS CALLING A GENERAL ELECTION AND ESTABLISHING THE PROCEDURE FOR THE GENERAL ELECTION FOR CITY OFFICERS TO BE HELD ON MAY 7, 2022 IN THE CITY OF WEST LAKE HILLS, TEXAS; AND PROVIDING OTHER MATTERS RELATING TO THE ELECTION

WHEREAS, the laws of the State of Texas provide that on May 7, 2022, there shall be a general election for municipal officers; and

WHEREAS, the Texas Election Code is applicable to said election, and in order to comply with said Code, an ordinance should be passed calling the election and establishing the procedures to be followed in said election and designating the voting place for said election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS, THAT:

1. GENERAL ELECTION ORDERED

A general election shall be held on May 7, 2022 to elect the following city officers: Mayor, Council Member Place 2, and Council Member Place 4 of the City of West Lake Hills, Texas.

2. FILING PERIOD

Candidates for the above offices may file their application beginning at 8:00 a.m. January 19, 2022 and shall file their applications no later than 5:00 p.m. February 18, 2022. All candidates for the offices to be filled in the election to be held on May 7, 2022, shall file their application to become candidates, with the City Secretary of the City at City Hall, 911 Westlake Drive, West Lake Hills, Texas, on any weekday that is not a City holiday between 8:00 a.m. and 5:00 p.m., and all of said applications shall be on a form as prescribed by the Election Code of the State of Texas.

3. DRAWING

The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the Election Code. Such drawing will be held at 9:30 a.m. on Thursday, February 24, 2022 at City Hall in the Council Chamber.

4. ELECTION PRECINCT 364 AND ELECTION DAY POLLING PLACE

The entire city shall be the election precinct for said election. The City hereby designates the polling location for Precinct 364 designated by the Travis County Elections Division.

5. ELECTION OFFICERS

Dana DeBeauvoir, Travis County Clerk and Election Officer is appointed to serve as the City's Election Officer, Regular Early Voting Clerk and the Joint Custodian of Records for precincts which may be affected, to conduct the City's elections on May 7, 2022. City Secretary Stephanie Mills is appointed to serve as Custodian of Records for the City.

The County will designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board who shall appoint two or more elections clerks and such Judge and clerks shall constitute the Early voting Ballot Board and shall count and return early voting ballots, and perform other duties set forth in accordance with the Election Code.

6. EARLY VOTING

That early voting in said election shall be designated by the Travis County Elections Division. Requests for applications for early voting ballots by mail should be mailed to: Travis County Clerk Elections Division, P.O. Box 149325, Austin, Texas 78714.

7. NOTICE OF ELECTION

That notice of election shall be given by the Mayor in accordance with the terms and provisions of the Texas Election Code.

8. GENERAL

Said election shall be held in accordance with the Texas Election Code, and only resident qualified voters of said City shall be eligible to vote at said election. The City Secretary/Travis County Election Officer is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of said election shall be made known as soon as possible after the closing of the polls.

PASSED AND APPROVED this 26th day of January 2022

Linda Anthony, Mayor

ATTEST:

Stephanie Mills, City Secretary

ORDENANZA 2022-002

UNA ORDENANZA DEL CONSEJO MUNICIPAL DE LA CIUDAD DE WEST LAKE HILLS CONVOCANDO UNA ELECCIÓN GENERAL Y ESTABLECIENDO EL PROCEDIMIENTO PARA LA ELECCIÓN GENERAL PARA FUNCIONARIOS MUNICIPALES PARA SER CELEBRADA EL 7 DE MAYO DE 2022 EN LA CIUDAD DE WEST LAKE HILLS, TEXAS; Y PROPORCIONANDO OTROS ASUNTOS RELACIONADOS CON LA ELECCIÓN

CONSIDERANDO QUE, las leyes del Estado de Texas estipulan que el 7 de mayo de 2022, habrá una elección general para funcionarios municipales; y

CONSIDERANDO QUE, el Código Electoral de Texas es aplicable a dicha elección, y para cumplir con dicho Código, una ordenanza debería ser aprobada convocando la elección y estableciendo los procedimientos que se seguirán en dicha elección, y estableciendo el lugar de votación para dicha elección.

AHORA, POR LO TANTO, SE ORDENA POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE WEST LAKE HILLS, TEXAS, QUE:

1. ELECCIÓN GENERAL ORDENADA

Una elección general será celebrada el 7 de mayo de 2022 para elegir a los siguientes funcionarios municipales: Alcalde, Miembro del Consejo, Lugar 2, y Miembro del Consejo, Lugar 4, de la Ciudad de West Lake Hills, Texas.

2. PERIODO PARA PRESENTAR LA CANDIDATURA

Los candidatos para los cargos más arriba pueden presentar sus solicitudes empezando a las 8:00 a.m. el 19 de enero de 2022, y pueden presentar sus solicitudes a más tardar las 5:00 p.m. el 18 de febrero de 2022. Todos los candidatos para los cargos que se llenarán en la elección que será celebrada el 7 de mayo de 2022 presentarán sus solicitudes para ser candidatos, con el Secretario Municipal de la Ciudad en City Hall (el Ayuntamiento), 911 Westlake Drive, West Lake Hills, Texas, cualquier día de semana que no sea día festivo para la Ciudad entre las 8:00 a.m. y las 5:00 p.m., y todas solicitudes dichas estarán en un formulario prescrito por el Código Electoral del Estado de Texas.

3. EL SORTEO

El orden en que se imprimirán los nombres de los candidatos en la boleta será determinado por un sorteo realizado por el Secretario Municipal como estipulado por el Código Electoral. Dicho sorteo será a las 9:30 a.m. el jueves, 24 de febrero de 2022 en el Ayuntamiento en la Sala Consistorial.

4. EL PRECINTO ELECTORAL 364 Y EL LUGAR DE VOTACIÓN EL DÍA ELECTORAL

Toda la ciudad será el precinto electoral para dicha elección. La Ciudad designa el lugar de votación para el Precinto 364 designado por la División de Elecciones del Condado de Travis.

5. LOS ENCARGADOS ELECTORALES

Dana DeBeauvoir, Secretario del Condado de Travis y oficial de la elección es designado para servir como oficial de la elección de la Ciudad, Oficial de votación anticipada regular y el Depositario Común de los Récoros por recintos que pueda resultar afectado, para llevar a cabo las elecciones de la Ciudad el 7 de mayo de 2022. Secretario Municipal Stephanie Mills es designado para servir como Administrador de registros de la Ciudad.

El Condado nombrará a una persona para servir en la calidad del Juez Presidente para la Junta de Votación Adelantada quien nombrará a dos o más secretarios electorales y tal Juez y secretarios constituirán la Junta de Votación Adelantada y contarán y entregarán las boletas para la votación adelantada, y realizarán otras obligaciones expuestas de acuerdo con el Código Electoral.

6. LA VOTACIÓN ADELANTADA

Que la votación anticipada en dicha elección será designada por la División de Elecciones del Condado de Travis. Los pedidos para solicitudes de boletas que se votarán adelante por correo se deben enviar a: Travis County Clerk Elections Division, P.O. Box 149325, Austin, Texas 78714.

7. AVISO DE ELECCIÓN

El aviso de elección será dado por el Alcalde de acuerdo con los términos y provisiones del Código Electoral de Texas.

8. GENERAL

Dicha elección será celebrada de acuerdo con el Código Electoral de Texas, y solo los residentes de dicha Ciudad calificados para votar podrán votar en dicha elección. El Secretario Municipal/Encargado Electoral del Condado de Travis es autorizado y ordenado por la presente a proporcionar todos materiales electorales necesarios para realizar dicha elección. Se harán públicos los resultados de dicha elección lo antes posible después de que cierra la votación.

HECHO PÚBLICO Y APROBADO este, el 26 día de enero de 2022

Linda Anthony, Alcalde

ATESTIGUADO:

Stephanie Mills, Secretario Municipal



Timetable

City of West Lake Hills, Texas

General Obligation Bonds, Series 2022

*Preliminary, subject to change.

Issuer - City of West Lake Hills (WLH)
Bond Counsel - Orrick, Herrington & Sutcliffe LLP (BC)
Financial Advisor - PFM Financial Advisors LLC (PFM)
Purchaser - TBD
Paying Agent - TBD

Date	Action	Responsible Party	
November 2	Bond Election	WLH	
November 11	Veterans Day Holiday - Bond Market Closed		
November 25	Thanksgiving Day Holiday - Bond Market Closed		
December 3	Circulate first draft POS/NOS to working group Request Paying Agent bids	PFM PFM	
December 10	Submit comments to PFM on first draft POS/NOS Receive Paying Agent bids	Working Group PFM	
December 17	Circulate second draft POS/NOS to working group Send POS and plan of finance information to Rating Agency	PFM PFM	
December 24	Christmas Holiday - Bond Market Closed		
December 28	Submit comments to PFM on second draft POS/NOS	Working Group	
December 31	New Year's Holiday - Bond Market Closed		
January 4	Circulate third draft POS/NOS to working group	PFM	
Week of January 10	Virtual call with Rating Agency	WLH, PFM	
January 11	Submit comments to PFM on third draft POS/NOS	Working Group	
January 17	Martin Luther King Jr. Day Holiday - Bond Market Closed		
January 18	Circulate final draft of POS/NOS	PFM	
January 25	Final comments due on final draft of POS/NOS	Working Group	
January 28	Receive bond rating - review and comment on press release for factual accuracy	WLH, PFM	
February 1	Post POS/NOS electronically	PFM	
February 9	Bond pricing via competitive sales / bid opening	Working Group	
February 10	Circulate draft Final Official Statement to working group	PFM	
February 14	Submit final comments on draft Final Official Statement	Working Group	
February 16	Post Final Official Statement electronically	PFM	
February 18	Final Official Statement due to underwriter Circulate draft closing memorandum	PFM PFM	
February 21	Presidents Day Holiday - Bond Market Closed		
February 23	Submit comments on draft closing memorandum	Working Group	
February 28	Circulate final closing memorandum	PFM	
March 8	Pre-Closing call; if necessary	Working Group	
March 9	Bond Closings	Working Group	

NOVEMBER						
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14	15	16	17	18	19	20
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28	29	30				

DECEMBER						
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JANUARY						
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30	31					

FEBRUARY						
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MARCH						
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26	27	28	29	30	31	

- City Council presentation
- City Council Approval / Bond Sale
- Bond closing
- FOMC Meeting
- Holiday