

Public Notice of Meeting



Woodway City Council

October 26, 2026 - 5:30 P.M.

Take notice that a regular meeting of the City Council of the City of Woodway, Texas, will be held in the Donald J. Baker Council Chambers at Woodway City Hall, 922 Estates Drive, Woodway, Texas, commencing at 5:30 P.M. on Monday, October 26, 2026, to consider and act upon any lawful subject which may come before it including, among others, the items listed below.

Agenda

Call Meeting to Order

Invocation

1. Invocation
2. Pledge of Allegiance

Public Comment

3. The City Council invites citizens to address the Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to Public Hearings will be heard when the specific hearing starts. Please limit your comments to three (3) minutes per Resolution R-87-11. The Council is not permitted to take any action or discuss any item not listed on the agenda. When called to speak, please state your name and address, and if speaking on a specific agenda item, state the item before beginning your comments.

Items for Individual Discussion, Consideration, and/or Action

4. Discussion and consider action on approving a contract with Lockwood, Andrews, & Newnam (LAN), Inc. for an amount not to exceed \$126,805.00, to provide engineering services related to the design and construction of the Old McGregor Waterline Project, a budgeted capital project, and authorizing the City Manager to execute all documents in connection therewith

Consent Agenda

The Consent Agenda consists of non-controversial, routine and budgeted items which require no public hearing. The Consent Agenda is subject to being approved with one single motion; however, the Mayor or any City Councilmember may remove any item from the Consent Agenda for separate discussion and consideration.

5. Discussion and consider action on minutes of the regular City Council meeting held October 19, 2026, at 5:30 p.m.
6. Discussion and consider action on Council Nominating Committee recommendations for appointments to fill one seat on the Planning & Zoning Commission, vacated by resignation, and one seat on the Parks & Recreation Commission, vacated by resignation, for the remainder of those respective terms
7. Consider action on consent agenda

City Manager and City Council Reports

8. City Manager's Report (Briefings or updates may be provided regarding City services, administrative/ personnel matters, real estate/development, infrastructure, events, regulations, community and intergovernmental relations issues.)
9. City Council Reports (Briefings or updates may be provided regarding City Council committee and liaison assignments.)

Closing Item

10. Consider action on adjournment

Councilmembers unable to attend in person may participate via videoconference in accordance with Chapter 551 of the Texas Government Code.

I certify that the above notice of meeting was posted at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on the 20th day of October 2026 at 5:00 P.M.



Kasia Redden, City Secretary

This facility is wheelchair accessible, and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (254) 772-4480 or email kredde@woodwaytexas.gov for further information.



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: October 26, 2026

Prepared By: Mitch Davison

Approved By: 

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ☐ Individual Discussion/Action
- ☐ Consent
- ☐ Executive Session

Caption:

Discussion and consider action on approving a contract with Lockwood, Andrews, & Newnam (LAN), Inc. for an amount not to exceed \$126,805.00, to provide engineering services related to the design and construction of the Old McGregor Waterline Project, a budgeted capital project, and authorizing the City Manager to execute all documents in connection therewith.

Background Information:

Lockwood, Andrews, & Newnam (LAN) has prepared a proposal for engineering services for the Old McGregor Waterline Project for the City. The proposed project is the replacement of an existing water line along Old McGregor Road with a proposed 12-inch waterline. This is a budgeted capital project and the fees proposed (\$126,805.00) are within the budgeted amount for engineering services. A copy of the proposal is attached for reference. Staff recommends Council to approve the City Manager to enter into a contract with LAN for engineering services related to the design and construction of the Old McGregor Waterline Project.

Financial Impact:

Total of Proposed Expenditure: \$126,805.00
Amount Budgeted: \$400,000.00
Account No.: 504-4501-4517304
If not budgeted, other funding options:

Staff Recommendation:

City staff recommends entering into a contract with Lockwood, Andrews, & Newman (LAN), to provide engineering services in connection with the US 84 Fill Line Replacement project in an amount not to exceed \$126,805.00.



October 15, 2026

Mr. Mitch Davison
c/o City of Woodway
924 Estates Drive
Woodway, Texas 76712

Re: City of Woodway – Old McGregor Road Waterline Project

Dear Mr. Davison:

Below you will find the revised proposal, scope of services, and agreement to provide professional engineering services for the Old McGregor Waterline Project as shown in Attachment 1.

Our understanding of the proposed project is the replacement of an existing waterline along Old McGregor Road with a proposed 12-inch waterline. This replacement runs approximately 300' east of the intersection of Old McGregor Road with Painted Horse Trail parallel with Old McGregor Road west to approximately 400' east of the intersection of Old McGregor Road and King's Cyn, turning north to the tank site on Ridge Point Drive.

The scope set forth herein defines the work to be performed by Lockwood, Andrews & Newnam, Inc., (Consultant) in completing the project for the City of Woodway (Client). Both the Client and Consultant have attempted to clearly define the work to be performed and address the needs of the Project. Under this scope, "Consultant" is expanded to include any sub-consultant, including surveyor, employed or contracted by the Consultant.

SCOPE DEVELOPMENT ASSUMPTIONS

Consultant's Assumptions for the development of the scope and fee include:

- The proposed improvements are limited to those listed above. The improvements also include tie-ins to existing waterlines, as shown on Attachment 1.
- The maximum diameter of the replacement waterline is 12 inches and the anticipated length is approximately 3,000 linear feet.
- The replacement line will be placed adjacent to the existing line.
- Separation of the design into packages for bidding purposes has not been included in the scope and fee.
- Specifications and standard details for this project will either be the City's or TxDOT's. Bid alternates have not been anticipated in this scope and fee.
- Water service connections are allowed to be PEX in lieu of copper, and all bullhead connections are to be replaced with 1-inch services.
- Inspection will be provided by the City during construction.

- Design and relocation of private utilities is not included in this scope of services.
- Traffic control design will consist of limited details and notes that indicate the contractor's requirements for submission and approval of a traffic control plan by the City.
- Erosion control design will consist of limited details and notes that indicate the contractor's requirements for submission and approval of the project erosion control by the City.
- The Client will provide a compiled set of comments after each submission for incorporation into the plan set.
- This scope of work anticipates the following schedule:
 - Project Setup, Preliminary Engineering, and Survey – 2 months
 - Design Phase – 3 months
 - Bid Phase – up to 2 months for City Council Award
 - Construction Phase – up to 4 months
- Information to be provided by the client within one (1) month of NTP includes:
 - As-builts of relevant Client-owned systems impacted by the proposed project,
 - Reports or Technical Memoranda created by the Client or Client's consultants that are relevant to the project,
 - Geographic Information System (GIS), Computer-Assisted Design Drafting (CADD), or modeling files relevant to the project.

SCOPE OF SERVICES

I. Project Management

This task accounts for the effort undertaken by the Consultant at the direction of the Client that pertains to project management. Tasks include:

1. Kickoff meeting with the Client, including meeting minutes.
2. Invoice preparation.
3. Coordination with the Survey subconsultant.
4. Internal Design Concept Review meeting.
5. Up to two meeting(s) with Client and the City of Waco, including meeting minutes.

Deliverables: Monthly Project Updates and invoices

II. Preliminary Engineering

A. Basis of Design/Routing Technical Memorandum

1. Develop and compile the assumptions that will be used for the design of the project.
2. Document the assumptions and the anticipated route in the form of a Technical Memorandum
3. Attend one (1) meeting with the Client to review the Technical Memorandum and revise based on the minutes of the meeting.
4. Develop Preliminary Engineer's Opinion of Probable Construction Cost (EOPCC).

Deliverable: Basis of Design Technical Memorandum

B. Data Collection

1. Coordinate with the Client to obtain information relevant to the project. This scope of work anticipates that coordination and obtaining the information will not exceed one (1) month in duration.
2. Information to be provided by the client is listed in the Scope Development Assumptions section.

III. Design Phase

A. 60% Design Phase

1. Prepare Design Plans to include:
 - a) Cover Sheet – 1 page
 - b) General Notes Sheets – 2 pages
 - c) Project Layout and Control Sheet – 1 page
 - d) Demolition and Erosion Control Sheets (1" = 50') – 4 pages
 - e) Easement and Construction Access Sheets (1" = 50') – 4 pages
 - f) Waterline Plan & Profile Sheets (1" = 50') – 7 pages
 - g) Details – 3 sheets
 - i) This includes a detail for the City of Waco connection meter vault and meter replacement and other details requested by the Client and City of Waco in the coordination meetings.
2. Develop 60% Engineer's Opinion of Probable Construction Cost (EOPCC).
3. Prepare and submit package consisting of Design Plans and EOPCC to the Client. Submit a separate design plan package to the City of Waco for review.
4. This scope of services includes efforts to address one (1) round of compiled comments from the Client and City of Waco after the 60% submission. This proposal includes a meeting, if necessary, after the review to further discuss comments, solutions, and changes to the drawings. This scope anticipates 2 weeks for the Client and City of Waco review.
5. Submit signed and sealed plans. This will be provided in PDF format. Hard copies can be provided if needed (11x17).

Deliverables: 60% Design Plans, Specifications, EOPCC

B. 100% Design Phase

1. Finalize Design Plans to include:
 - a) Cover Sheet – 1 page
 - b) General Notes Sheets – 2 pages
 - c) Project Layout and Control Sheet – 1 page
 - d) Demolition and Erosion Control Sheets (1" = 50') – 4 pages
 - e) Easement and Construction Access Sheets (1" = 50') – 4 pages
 - f) Waterline Plan & Profile Sheets (1" = 50') – 7 pages
 - g) Details – 3 sheets
2. Develop 100% Engineer's Opinion of Probable Construction Cost (EOPCC).
3. Prepare and submit package consisting of Design Plans and EOPCC to the Client. Submit a separate design plan package to the City of Waco for review.
4. This scope of services includes efforts to address one (1) round of compiled comments from the Client and City of Waco after the 100% submission. This proposal includes a meeting, if necessary, after the review to further discuss comments and solutions. This scope anticipates 2 weeks for the Client and City of Waco review.
5. Submit signed and sealed plans. This will be provided in PDF format. Hard copies can be provided if needed (11x17).

Deliverables: 100% Design Plans, EOPCC

IV. Bidding Support Phase

A. Bidding Services

1. Develop Bid Form.
2. Provide information to aid the completion of the Client's standard front-end documents.
3. Attend pre-bid meeting and prepare meeting minutes.
4. Answer bidding questions, prepare and issue an addendum to clarify or correct the bidding documents, if necessary. This scope of work assumes up to 2 addenda.
5. Attend one (1) bid opening and prepare bid tabulations.
6. Prepare and submit Letter of Award Recommendation.

Deliverables: Bid Form, Pre-Bid Meeting Minutes, Addenda, Bid Tabulations, Letter of Award Recommendation

V. EPA STAG Support

- A. Tasks associated with supporting the Client to comply with the requirements of the EPA State and Tribal Assistance Grant. The tasks anticipated in this scope of work are:
 1. Create and submit monthly progress summary reports throughout the phases of the project associated with EPA STAG funds to the Client. Up to ten (10) reports are anticipated in this scope of work.

2. Track expended EPA STAG funds and submit an expended funds summary report in conjunction with the monthly progress reports to the Client. Up to ten (10) reports are anticipated in this scope of work.
3. Inclusion of federal funding-related bid documents required by the EPA STAG program into the bidding package and review of contractor submittals for compliance with those same federal funding bid requirements.

VI. Construction Support Phase

A. Construction Administration Services

1. Prepare for and attend one (1) Pre-Construction meeting prior to commencement of any work and prepare meeting minutes.
2. Attend up to four (4) monthly meetings with City staff and contractor to discuss work progress and issues.
3. Attend monthly site visits to document work progress and verify that work is being done in general conformance with the plans and specifications. Assumes (6) six site visits. The site trips may also be centered around major construction milestones.
4. Review up to four (4) pay applications. This scope of work anticipates reviewing each pay application up to two (2) times.
5. Answer up to five (5) RFIs that may arise regarding the plans and/or field conditions.
6. Review up to ten (10) submittals from the contractor and verify that they are in general conformance with the plans and specifications.
7. Perform Substantial Completion Walkthrough and compile a punchlist.
8. Perform Final Completion Walkthrough and compile a punchlist.
9. Assist in preparing the following close out documents – Record Drawings and the Letter of Construction Release.
10. Additional construction administration services can be provided on a time and materials basis at a rate of 3.5 times an employee's raw hourly rate upon written request of the owner.

Deliverables: Pre-construction meeting Minutes, Monthly Construction Observation Reports, Reviewed Pay Applications, RFI responses, Submittal Responses, Substantial and Final Walkthrough Punchlists, Record Drawings, Letter of Construction Release

SUBCONSULTANT SERVICES

I. Topographic Survey

Consultant will obtain surveying services on the Client's behalf at the project site to perform an on the ground survey of the area under the supervision of a Registered Professional Land Surveyor. The purpose of the survey is to provide topographic mapping adequate for design of the proposed improvements, and is detailed as:

1. Main project area cross sections and/or mapping will be collected generally at 50' intervals and at all breaks in grade producing 1' interval contours for the areas shown on Attachment 1.

2. Mapping along the existing roadways will be bound by the existing right-of-way lines.
3. All trees 6" or larger will be tagged in the field. Tag ID's, common name and approximate trunk size will be noted on the survey.
4. Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.
5. UAV based LiDAR will be utilized to capture mapping and improvements as applicable.

Deliverable: Base mapping adequate for design of the proposed improvements.

Easement exhibits can be provided for a separate fee.

ADDITIONAL SERVICES / EXCLUSIONS

See Exhibit B for the additional services and exclusions that are not included in this Scope of Work or Fee. Please note that the Consultant can provide these services, if needed, upon the Owner's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of Services for the Project shall be agreed upon in writing by both parties before the services are performed.

FEE

Our total fee for the scope of services listed in this proposal is listed in the table below:

Task	Fee	Fee Type*
Project Management	\$7,800	LS
Preliminary Engineering	\$8,350	LS
60% Design	\$34,900	LS
100% Design	\$14,300	LS
Bidding Support	\$8,000	LS
EPA STAG Support ¹	\$10,500	LS
Construction Support	\$18,650	LS
Subconsultant - Surveying	\$24,305	LS
Total	\$126,805	

* - Fee type is either:

Lump Sum (LS) which is invoiced monthly based on a percent complete, or

Time & Materials (T&M) which is invoiced monthly based on a rate of 3.3 times an LAN employee's raw hourly rate and the direct cost of any expense related to that task (subconsultant, mileage, etc.)

¹ - The EPA STAG Support task is optional and will be utilized when directed to do so by the Client.

AGREEMENT

This agreement between the Client and the consultant is for the performance of the services as set forth within this document. For good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree to the assumptions, scope of services, and associated fee. Upon execution by both parties, this proposal shall become a contractual agreement between the parties effective on the date accepted by the last

of the parties to sign, and said agreement shall be bound by the terms and conditions hereby incorporated by reference and attached hereto:

1. This proposal/agreement
2. Exhibit A - Terms and Conditions
3. Exhibit B – Additional Services and Exclusions
4. Exhibit C – Client Supplemental Terms and Conditions
5. Attachment 1 – Schematic showing site location

We are prepared to begin the work associated with these tasks immediately following authorization.

The proposal is valid for 30 calendar days from the date above.

If this meets with your approval, please sign and return one (1) copy to us. Thank you for this opportunity to serve you. Upon final approval by an officer, a copy will be returned for your files.

Sincerely,

LOCKWOOD, ANDREWS & NEWNAM, INC.

By: Lee Hamm
Title: Team Leader, Senior Associate

ACCEPTED BY CLIENT:

APPROVED:

LOCKWOOD, ANDREWS, & NEWNAM INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

TERMS AND CONDITIONS

This **Exhibit A**, Terms and Conditions, is incorporated into and made a part of the Agreement by and between **Lockwood, Andrews & Newnam, Inc.** (“Consultant”) and **City of Woodway** (“Client”). The Consultant and Client (also referred to collectively as the “Parties” and individually as “Party”) agree to the following terms and conditions:

1. **Standard of Care.** The standard of care for all services performed or furnished by Consultant under the Agreement shall be in conformance with the skill and care ordinarily exercised by similar professionals providing similar services in the same location at the same time and under similar circumstances (the “Standard of Care”). Consultant makes no warranty or guarantee, expressed or implied, with respect to its services or obligations under the Agreement including, without limitation, the implied warranties of merchantability and/or fitness for a particular purpose.
2. **Limitation of Liability.** In recognition of the relative risks and benefits of the Agreement to both the Client and Consultant, to the fullest extent permitted under applicable law, Client agrees that Consultant’s total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys’ fees and costs, of any nature whatsoever, shall not exceed 10% of Consultant’s total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.
3. **Mutual Waiver of Consequential Damages.** In no event shall either party under the Agreement be liable to the other party, whether in contract, warranty, tort, or otherwise, for any indirect, incidental, special or consequential damages of any kind or nature whatsoever.
4. **Intellectual Property.**
 - 4.1 “Intellectual Property” as used in these Terms and Conditions shall mean any and all copyrightable works, copyrighted works, patentable inventions, patented inventions, trademarks, service marks, trade secret, know-how, or other proprietary information.
 - 4.2 “Work Product” as used in these Terms and Conditions shall mean any and all work created by Consultant in performing its services under this Agreement including, without limitation, any renderings, drawings, plans, calculations, models, data, and/or documents, whether in electronic format or hard copies.
 - 4.3 “Deliverable” as used in these Terms and Conditions shall mean a Work Product required to be delivered to Client under the Agreement and actually delivered to Client by Consultant.

- 4.4 Client shall own all Deliverables delivered to Client by Consultant.
- 4.5 Consultant shall own any and all Intellectual Property rights in or made a part of any Work Product and/or Deliverable. Upon Client's final and full payment of all fees under the Agreement, and provided there is no dispute between Client and Consultant related to the Agreement or the services provided by Consultant under the Agreement, Consultant shall grant Client an irrevocable, royalty-free, world-wide license to use the Intellectual Property in any Work Product and/or Deliverable for the sole purpose for which the Intellectual Property was created and on the specific project that is the subject of the Agreement.
- 4.6 Client shall not use the Intellectual Property in any Work Product or Deliverable for any unlicensed purpose without the prior written consent of Consultant. Client agrees to indemnify Consultant for Client's unauthorized use of Intellectual Property, Work Product, and Deliverables.
5. **Submittals.** In the event Consultant reviews any of shop drawings, samples, product data, and such other submittals ("Submittals"), Consultant shall promptly review and/or take appropriate actions as may be required. Consultant shall respond to Submittals with one of the following designations, 1) No Exception; 2) Exception as noted; or 3) Rejected – Resubmit. Reviews are for general conformance with design concept of project and general compliance with Contract Documents only. Consultant's review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor. The Consultant's review shall not constitute approval of Contractor's safety precautions, or construction means, methods, techniques, sequences, or procedures.
6. **Opinions of Probable Costs.** Any and all estimates provided by Consultant are opinions of probable costs based on information that is reasonably available to Consultant. Client acknowledges and agrees that Consultant has no control over the cost of labor, materials, equipment or services, or the means and methods used by others in determining prices, competitive bidding, or market conditions. Client further acknowledges and understands that proposals, bids, and/or actual project costs may, and probably will vary from the estimates and opinions of probable costs provided by Consultant under the Agreement.
7. **Construction Means and Methods.** Notwithstanding anything under the Agreement, or otherwise expressed or implied by Consultant, Consultant shall not have control over, charge of, or be responsible, in any way, for the means, methods, techniques, sequences or procedures, or for any health or safety programs in connection with any construction work arising from the Agreement or any Deliverable or Work Product.
8. **Conflicts.** In the event that any term of these Terms and Conditions conflict with the terms and conditions of another portion of the Agreement, in all instances, these Terms and Conditions shall control and prevail.

9. **Force Majeure and Unforeseeable Conditions.** Consultant shall not be responsible for and Client hereby releases Consultant from any claim, damage, delay or loss resulting from: (i) fires, riots, labor disputes, war, terrorism, weather, acts of god, epidemics, or other force majeure; (ii) governmental action or failure to act (including, without limitation, plan reviews, permits, and/or approvals); (iii) unforeseen circumstances or conditions (including, without limitation, unforeseen site conditions); (iv) discovery of any hazardous substances or differing site conditions; and/or, (v) circumstances or events outside the reasonable control or responsibility of Consultant.
10. **Mutual Waiver and Release Against Individual Employees.** Consultant and Client agree to release, waive, discharge, and covenant not to sue individual employees of the other party from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or the result of any loss or injury stemming from the performance of the Agreement that may be sustained, regardless of whether such loss is caused by the negligence of the employee and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law—except in cases of gross negligence or willful misconduct.
11. **Payment.**
 - 11.1 If an invoice is not paid within 30 days of issue, interest will be charged on the principal balance shown on the invoice. Interest will be calculated by multiplying the unpaid balance by the periodic rate of the 1.5% per month (18% per annum), or the statutory maximum according to applicable state law, if less. The unpaid balance will bear interest until paid.
 - 11.2 The Client acknowledges and agrees that unless expressly made within 60 days from the date of the invoice, any objections, claims, or disputes related to an invoice shall be waived, and said invoice shall be deemed accepted by Client.
 - 11.3 Payments by Client under this Agreement shall not be subject to, or contingent upon, funding or payments from any other source, whether in whole or in part, and including but not limited to loans, sale of property, and current or future investments.
12. **Promotional Use of Project.** Consultant may take video or photographs of the Project, as well as use such photos, Client logo/service mark, and identify and name the Project and Client for the purposes of external marketing, promotional media, or submission of the Project to award programs. Consultant shall not include confidential or proprietary information to the extent the Client has previously advised in writing specific information or areas are considered such. Client may revoke this right at any time upon written notice. This section shall survive termination.

13. **Execution.** This Agreement may be executed with digitized or electronic signatures. This Agreement may be signed in two or more counterparts, and all counterpart signature pages, taken together, shall constitute one executed original.

14. **Compliance with Laws.** Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect throughout the term of this Agreement in connection with the Services performed hereunder.

15. **Texas Tax Code 171.1011 (g)(3). (USE FOR GOVERNMENTAL WORK IN TEXAS)**

15.1 Unless the Client expressly states otherwise prior to Consultant commencing performance under this Agreement, Client hereby accepts the use of any subconsultant, subcontractor or agent of Consultant proposed to be used by Consultant in Consultant's proposal or other document submitted to Client in pursuing this Agreement; and

15.2 Any payment made by the Client to Consultant that includes fees payable to subconsultant, subcontractor or agent of Consultant under this Agreement shall constitute an acceptance by Client of Consultant's use of any such subconsultant, subcontractor or agent of Consultant under this Agreement.

16. **Insurance.** The Consultant shall obtain, maintain, and keep in full force, at its own expense, the following insurance coverage throughout the duration of the Services. The Commercial General Liability and Auto Liability insurance policies shall name the Client as an additional insured. Excess/Umbrella insurance may be used to satisfy the limits below.

16.1 **Commercial General Liability Insurance** with coverage for bodily injury, death, and property damage, providing a combined single limit of three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate.

16.2 **Automobile Liability Insurance** with a combined single limit of one million dollars (\$1,000,000) per occurrence.

16.3 **Workers Compensation Insurance** as required by applicable law, including Employers Liability coverage with limits of \$500,000/\$500,000/\$500,000.

16.4 **Professional Liability Insurance** with limits of one million dollars (\$1,000,000) per claim and in the aggregate.

17. Termination

17.1 In the event that either party believes the other party has committed a material breach of this Agreement or is otherwise in default of its obligations herein, the notifying party shall provide written notice to the defaulting party specifying the nature of the alleged default. The defaulting party shall have thirty (30) days from receipt of

such notice to cure the alleged default. If, after 30 days, the defaulting party fails to cure the default, then the notifying party may terminate this Agreement for default.

17.2 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice.

17.3 In the event of Client termination for convenience, the Consultant shall receive full compensation for all work completed at the time of the termination plus any reasonable costs borne by the Consultant as a result of early termination.

18. **Acceptance of a Notice to Proceed.** Client's communication of a notice to proceed or any other work authorization without written signature to this Agreement, or a separate succeeding contractual agreement with terms and conditions executed by Consultant, shall be considered an express acceptance and approval of this Agreement.

EXHIBIT B

Additional Services and Exclusions

This Exhibit - Additional Services and Exclusions - is incorporated into and made a part of the Agreement by and between **Lockwood, Andrews & Newnam, Inc.** ("Engineer") and **City of Woodway** ("Owner"). These Additional Services and Exclusions are not included as part of the Scope of Services and Fee as listed in the Agreement unless they have been specifically included and identified in the Scope of Services.

However, at the request of the Owner, the Engineer can provide the following as an additional service or services. This request shall be agreed upon in writing by both parties before the services are performed.

Please note that the categories below are for convenience only and that additional services and exclusions are valid and applicable regardless of category. It is therefore recommended to read all additional services and exclusions.

Additional Services and Exclusions typically not included in the Scope of Services as outlined in the Agreement:

A. Design-Related Services

1. Detailed Traffic Control Plans (other than TxDOT standard details or specifications).
2. Geotechnical Services other than those listed in the Scope of Services.
3. Significant design revisions following substantial completion of the Construction Documents.
4. Design of retaining walls.
5. Resolve structural implications associated with removal of existing retaining walls.
6. Design of major existing utility relocations or modifications, except for minor adjustments.
7. Design of special improvements (e.g. bioswales, bioretention, or permeable pavement) for Low Impact Development (LID).
8. Preparation of any special interim sets of construction documents for phased construction.
9. Design of any off-site utility, drainage, and paving extensions, and any other improvements outside of the Project boundary.
10. Design and/or modifications to existing systems.
11. Pavement thickness design.
12. Construction sequencing plans.
13. Fire protection, gas, telephone, cable and/or electric utility design.
14. Landscape architecture and related details.
15. Design of wayfinding signs.
16. Irrigation design.
17. Sidewalk plans and screening wall plans.
18. Design of existing ramps and stairs lower than adjacent finished grade.
19. Design of any facilities within the limits of the building.
20. Sanitary sewer lift station design.

21. Drainage lift station design.
22. Grease and sand trap design.
23. Structural design of water meter and valve vaults.
24. Illumination design or photometric analysis
25. Tie-ins of utilities other than storm drain, sanitary sewer, and water.
26. Site engineering on individual parcels as required for construction of buildings/homes.
27. Modification to documents to meet budgeting constraints after approval of the Preliminary Plans.

B. Surveying-Related Services

1. The procuring of any temporary or permanent easements
2. Any SUE (Subsurface Utility Engineering) Survey Work
3. Construction Staking
4. Title Searches
5. Application for General Land Office easements.

C. Bidding-Related Services

1. Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
2. Front-end contract documents including General Provisions, Special Provisions, and Division 1 specifications, unless specified in the Scope of Services.
3. Bid Evaluation and Management, other than those services specified in the Scope of Services.

D. Construction-Related Services

1. Construction management and inspection services
2. Performance of materials testing or specialty testing services.
3. Services related to warranty claims, enforcement and inspection after final completion.
4. Services necessary due to the default of the Contractor.

E. Hydraulic and Hydrology-Related Services

1. Updating watershed study to reflect new flood conditions after the project.
2. Design of storm water detention facilities, other than those specified in the scope of work.
3. Floodplain studies or reclamation plans
4. Hydrologic analysis not specifically included in the Scope of Services

F. Environmental-Related Services

1. Phase I or Phase II Environmental Site Assessment.
2. Engineering Environmental Assessments
3. Storm Water Pollution Prevention Plan (SWPPP), SWPPP Book, or Texas Commission on Environmental Quality (TCEQ) Notice of Intent (NOI)
4. Application to TCEQ for individual 401 Water Quality Certification.
5. Field survey or analysis required for cultural resources investigations.
6. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
7. Presence/absence surveys for federally listed threatened/endangered species.
8. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
9. Design associated with soil remediation
10. TCEQ Air Permitting
11. TCEQ Above Ground Storage Tank Registration
12. Design for mitigation of site trees removed by construction.
13. Design and/or environmental services related to the decommissioning of lift station other than a simple note on the drawings calling for removal of the existing lift station.
14. Design of wells or well closures
15. Water reuse and wastewater treatment facilities, other than those specified in the Scope of Work.
16. Preparation and filing of wastewater backflow release of documents.

G. Federal Agency-Related Services

1. Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR) related services or submissions to the Federal Emergency Management Agency (FEMA).
2. Procuring of any permits required by United States Army Corps of Engineers (USACE).
3. Preparation of a Preconstruction Notification (PCN), mitigation plan, or a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is not included in this scope of work.
4. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
5. Section 10 Permitting with the USACE.
6. Preparation of a jurisdictional determination report.
7. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
8. Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
9. Preparation of a mitigation plan to compensate for impacts to waters of the U.S., including mitigation monitoring required by permit conditions, compliance with permit conditions, or additional modifications to the compensatory mitigation plan.

H. Miscellaneous Services

1. Graphic products except as noted in the Scope of Services.
2. Coordination with private utility companies.
3. Coordination with TxDOT and transit agencies.
4. Coordination with, and certifications to, insurance companies, attorneys, or banking institutions.
5. Site visits, workshop, or meetings not specifically included in the Scope of Services.
6. Printing of drawings, specification and contract documents except for review sets or as noted herein.
7. Procuring of any permits required by Authorities Having Jurisdiction (AHJs).
8. Services related to damages caused by fire, flood, earthquake or other acts of God.
9. Expert representation at legal proceedings or at contested hearings.
10. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner.



OAK SPRINGS DRIVE

OLD FARM ROAD

OAK SPRINGS DRIVE

CASA GRANDE DRIVE

OLD MCGREGOR ROAD

MESA VERDE CIRCLE

SUNN DRIVE

OAK CREEK DRIVE

WILDFLOWER DRIVE

PIONEER DRIVE

HWY 84

Woodway City Council Minutes
October 19, 2026 – 5:30 PM

The Woodway City Council met in a regular meeting in the Donald J. Baker Council Chambers at Woodway City Hall, 922 Estates Drive, Woodway, Texas, on Monday, October 19, 2026, at 5:30 PM. The following individuals were in attendance:

Mayor:	Amine Qourzal
Mayor Pro Tem:	Storey Cook
Councilmembers:	Janell Gilman, Ken Sury, Kyle Kriegel, Meg Wallace
Councilmembers Absent:	Dave Whitby
City Manager:	Adam Niolet
Assistant City Manager	Jennifer Rogers
City Secretary:	Kasia Redden, City Secretary
City Staff:	Brenda Hernandez, Mitch Davison, Khalil El-Halabi, Todd Gill, Keith Lowrey
Contract Staff:	David Shaw, City Attorney Michael Papernov, architect (RBDR)

Call Meeting to Order

Mayor Qourzal called the meeting to order at 5:30 p.m.

Invocation

1. Invocation

Councilmember Wallace gave the invocation.

2. Pledge of Allegiance

The Pledge of Allegiance was recited in unison.

Public Comment

3. The City Council invites citizens to address the Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to Public Hearings will be heard when the specific hearing starts. Please limit your comments to 3 minutes per Resolution R-87-11. The Council is not permitted to take any action or discuss any item not listed on the agenda. When called to speak, please state your name and address, and if speaking on a specific agenda item, state the item before beginning your comments.

- Norm Hoffman – Woodway resident - (1) clarity on the appropriate time for comments; (2) Regarding the decision on the old WFC site (Item #7), it is time to move forward and make a decision while Council has momentum. He believes a decision should have been made when the plan was presented during the last meeting, as actual construction of anything will likely take at least a year, and believes this decision has been delayed long enough (over three years)
- Lindsey Carl – Woodway resident/Parks & Rec Commissioner - Also speaking about the

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old WFC site (Item #7), asking for an additional option to be considered that would include relocating the ADA playground to the Woodway Elementary School playground and the installation of a shaded multi-sport court (pickleball, basketball, etc.) at the old WFC site instead. She further stated that her recollection is that the Parks & Recreation Commission has not had opportunity to weigh in on this project since 2023.

- Stephen Carl – Woodway resident – Also speaking on old WFC site (Item #7), stating that he does not like delay either, but that government moves slow for a reason and that a couple months of delay does not matter over the course of a potential 50-year asset. He also supports putting the ADA playground at the school to avoid isolating children and allowing the playground to be used more during the school day. He also supports a covered sports court.

Presentations

4. Quarterly presentation - Community Services and Development's report regarding progress on new construction, anticipated completion dates and the issuance of certificates of occupancy, and inspection statistics for the fourth quarter of FY 2026

Mayor Qourzal moved this item after Item #6. Director Mitch Davison presented the quarterly report, answering various questions from Council regarding ongoing capital projects, completion dates, and construction within the city.

5. Quarterly presentation - Public Safety Department's report regarding crime statistics and law enforcement activities in the fourth quarter of FY 2026

Mayor Qourzal moved this item after Item #6. Chief Khalil El-Halabi presented the quarterly report, answering various questions from Council regarding increases in local traffic and changes in statistics from previous quarters.

6. Presentation of proclamation for National Chiropractic Health Month

Mayor Qourzal moved this item ahead of the quarterly reports (Item #s 4 & 5). The Mayor welcomed co-founder of The Backstory Chiropractic, a local chiropractic clinic, Holly Vincent. She offered background on National Chiropractic Health Month goals and gratitude to the Mayor and Council for their participation. Mayor Qourzal read the proclamation aloud and presented it.

Items for Individual Discussion, Consideration, and/or Action

7. Discussion and consider action on options for development at site of former Woodway Family Center

Councilmember Wallace made a motion, seconded by Mayor Pro Tem Cook, to open the discussion.

City Manager Adam Niolet and Michael Papernov, an architect from RBDR who has participated extensively in the new and old WFC projects, offered background and presented three potential layouts that incorporate the ideas put forth by City Council during previous discussions.

Councilmembers engaged in extended discussion and asked questions related to the layouts, potential relocation of the ADA playground, shading on the site, and whether it would be possible to cover the area completely in the future. The general consensus was that the ADA playground should remain in this location, that there should be shaded areas, and that there should be

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October 19, 2026, at 5:30 PM

potential use by all ages and abilities to hold to the goal of a full-family facility. Mayor Qourzal further emphasized the will of the Council that any programming be such that the facility would not be restricted by age and open to all.

Councilmember Gilman made a motion, seconded by Mayor Pro Tem Cook, to proceed with the plan labeled "Option A plus basketball." The motion carried unanimously by the members present.

8. Discussion and consider action on purchase of a 2026 John Deere 320P Backhoe and associated attachments (Severe Duty Bucket, Coupler Forks, and Ditching Bucket), a budgeted capital item for the Public Utilities department, from RDO Equipment Co. for an amount not to exceed \$153,740.23, and authorizing the City Manager to execute all documents in connection therewith

Mayor Pro Tem Cook made a motion, seconded by Councilmember Gilman, to open the discussion.

City Manager Adam Niolet provided a brief background, indicating staff intent to auction the old backhoe.

Councilmember Wallace made a motion, seconded by Councilmember Kriegel, to approve the purchase of the 2026 John Deere backhoe, auctioning or disposing of the old backhoe as recommended by staff. The motion was carried unanimously by the members present.

Consent Agenda

The Consent Agenda consists of non-controversial, routine and budgeted items which require no public hearing. The Consent Agenda is subject to being approved with one single motion; however, the Mayor or any City Councilmember may remove any item from the Consent Agenda for separate discussion and consideration.

9. Discussion and consider action on minutes of the regular City Council meeting held September 28, 2026 at 5:30 p.m.
10. Discussion and consider action on purchasing three Public Safety Ford Explorers and one Chevrolet Silverado from Caldwell Country in an amount not to exceed \$227,629.00 for use by the Public Safety Department, approving the sale of replaced units, and authorizing the City Manager to execute all documents in connection therewith
11. Discussion and consider action on final install payment for replacement Pumper Firetruck from Metro Fire Apparatus Specialists, Inc. with BuyBoard pricing, in an amount not to exceed \$1,281,043.00 over a 3-year period for use by the Public Safety Department and authorizing the City Manager to execute all documents in connection therewith
12. Discussion and consider action on Resolution R-26-16, declaring one plotter (large-scale printer), one blue couch, five wooden desks, one IPC Eagle CT45 floor scrubber, three office chairs, one HP laptop, and one pallet of solar light fixtures as city property that is obsolete, unrepairable, or at the end of its useful purpose and authorizing the disposal of same by any lawful means including without limitation treatment as waste, recycling, sale at public auction, and/or transfer to qualified recipient for permissible use
13. Consider action on consent agenda

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October 19, 2026, at 5:30 PM

There were no items pulled from the Consent Agenda. Mayor Pro Tem Cook made a motion, seconded by Councilmember Sury, that the Consent Agenda be approved as follows:

- Approve the minutes of the regular City Council meeting held September 28, 2026
- Approve the purchase of three Public Safety Ford Explorers and one Chevrolet Silverado from Caldwell Country in an amount not to exceed \$227,629.00 and authorize the City Manager to execute all documents in connection therewith
- Approve the final install payment for replacement Pumper Firetruck to Metro Apparatus Specialists, Inc., authorizing the City Manager to execute all documents in connection therewith
- Approve Resolution R-26-16, authorizing the disposal of excess property

The motion carried unanimously by the members present.

City Manager and City Council Reports

14. City Manager's Report (Briefings or updates may be provided regarding City services, administrative/personnel matters, real estate/development, infrastructure, events, regulations, community and intergovernmental relations issues.)

- New projection equipment is installed and new sound equipment/microphones are expected before the November Council meetings
- Large Item Pickup is this Thursday and Friday
- Veterans Breakfast is November 5th and registration is currently open
- Mayor Qourzal thanked Mr. Niolet and Mr. Shaw for recent updates on TASA Sidewalk and Old McGregor Road projects.

15. City Council Reports (Briefings or updates may be provided regarding City Council committee and liaison assignments.)

- Councilmember Gilman – P&Z reelected officers after the Chair resigned, electing Brent McKenzie as Chair and Josef Varga as Vice Chair; they also approved a final plat in Lake Forest
- Councilmember Sury – Youth Commission will have at least four members participating in the Cops & Kids event this weekend

Closing Item

16. Consider action on adjournment

Councilmember Gilman made a motion, seconded by Councilmember Sury, that the meeting be adjourned. Mayor Qourzal adjourned the meeting at 6:52 p.m.

Kasia Redden, City Secretary

Amine Qourzal, Mayor



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: October 26, 2026

Prepared By: Kasia Redden

Approved By: 

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ☐ Individual Discussion/Action
- ☒ Consent
- ☐ Executive Session

Caption: Discussion and consider action Council Nominating Committee recommendations for appointments to fill one seat on the Planning & Zoning Commission, vacated by resignation, and one seat on the Parks & Recreation Commission, vacated by resignation, for the remainder of those respective terms

Background Information:

One seat is currently vacant on the Parks & Recreation Commission following the resignation of Jordan Hillin. The Council Nominating Committee recommends appointing Kristin Rose to fill this seat for the remainder of the term, set to end in June 2027.

One seat is currently vacant on the Planning & Zoning Commission following the resignation of Caleb Loudamy. The Council Nominating Committee recommends reappointing former Planning & Zoning Commissioner Martha Agee to fill this seat for the remainder of the term, set to end in June 2029.

Financial Impact: N/A

Staff Recommendation: Approve the appointments as recommended by the Council Nominating Committee

APPLICATION FOR VOLUNTEER SERVICE ON THE WOODWAY BOARDS AND COMMISSIONS

P&R

Updated February 2023

The City of Woodway conducts an annual call for board/commission applications early each year. The City Council Nominating Committee typically meets each April to consider appointments to fill all anticipated vacancies, and then makes a recommendation to the entire City Council for action in May. Newly appointed members begin their terms in June. In addition, volunteers are placed on the various boards and commissions during the year if a need arises. Please don't miss this great opportunity to get involved and help shape your community.

PLEASE PRINT LEGIBLY

NAME OF APPLICANT: Kristin Rose E-MAIL ADDRESS: Krose@rbdarchitects.com
HOME ADDRESS: 700 Willow Creek Drive, Woodway, TX 76712
DAYTIME/EVENING TELEPHONE NUMBERS: 254.744.5023 cell

PLEASE CHECK APPROPRIATE STATEMENTS: ☒ I reside within the city limits of Woodway, Texas.*
☐ I do ☐ I do not ... own property located in Woodway, Texas.

* **IMPORTANT** - - By checking this box, you are indicating that your legal residence or domicile (your home and fixed place of habitation to which you intend to return after any temporary absence) is located within the city limits of Woodway, Texas.

LENGTH OF TIME APPLICANT HAS RESIDED IN THE WOODWAY CITY LIMITS: 4 years

PLEASE INDICATE BELOW HOW YOU WOULD LIKE TO SERVE THE CITY OF WOODWAY...

IMPORTANT: IF MORE THAN ONE AREA IS INDICATED, NUMBER YOUR PREFERENCES WITH "1" BEING YOUR FIRST CHOICE, "2" BEING YOUR SECOND CHOICE, ETC. PLEASE SEE REVERSE SIDE FOR DESCRIPTIVE INFORMATION AND MEETING SCHEDULES.

- 2 Board of Adjustment (must be resident and owner of property in Woodway)
1 Parks and Recreation Commission (must be resident of Woodway)
____ Planning and Zoning Commission (must be resident and owner of property in Woodway)
____ Youth Commission (must be in grades 7-12 during term and must be resident of Woodway)

OTHER WAYS YOU HAVE SERVED YOUR COMMUNITY: _____

SPECIAL INTERESTS/SKILLS/EXPERIENCE/EDUCATION YOU FEEL MAY BE HELPFUL: Architecture, Interior Design,
Master Planning

OCCUPATION/EMPLOYER: RBDR Architects - Vice President / Architect / Interior Designer

REFERENCES (MUST BE WOODWAY RESIDENTS): Graham Cook TELEPHONE #: 254.741.5437
Jane Kittner TELEPHONE #: 254.776.7720

YOUTH COMMISSION APPLICANTS - Please attach a letter which explains why you would like to be appointed to the Woodway Youth Commission and why you feel you should be chosen to serve your community in this capacity.

YOUTH COMMISSION APPLICANTS - The Youth Commission meets on the first Thursday of each month at 5:30 p.m. (No meetings are held in June or July.) With all of your extracurricular activities in mind, will you be able to attend these meetings? Yes ☐ No ☐

YOUTH COMMISSION APPLICANTS - Name of parent(s)/guardian(s) with whom you live: _____

Parent/Guardian Telephone #: _____ Parent/Guardian E-Mail: _____

ALL APPLICANTS - By signing below, I acknowledge my interest in serving as a volunteer board/commission member for the City of Woodway. In addition, I acknowledge that I understand the importance of regular meeting attendance, as well as the importance of assisting with occasional special events and projects that may be conducted by the board or commission on which I am appointed to serve.

APPLICANT SIGNATURE: Kristin Rose DATE: 04/15/26 CURRENT GRADE (YOUTH COMMISSION ONLY): _____

For consideration during the annual appointment process, applications must be submitted by April 15th each year.

For consideration during the year if vacancies occur, please feel free to submit an application at any time.

Donna Barkley, City Secretary 922 Estates Drive Woodway, Texas 76712 dbarkley@woodwaytexas.gov (e-mail) 254-772-0695 (fax)



CITY COUNCIL AGENDA ITEM FORM

Meeting Date: October 26, 2026

Prepared By: Kasia Redden

Approved By: _____

- ☐ Presentation, Report and/or Discussion Only
- ☐ Public Hearing/Related Action
- ☐ Individual Discussion/Action
- ☒ Consent
- ☐ Executive Session

Caption: Discussion and consider action on consent agenda

Background Information:

The following items are included on the consent agenda:

9. Discussion and consider action on minutes of the regular City Council meeting held October 19, 2026, at 5:30 p.m.
10. Discussion and consider action on Council Nominating Committee recommendations for appointments to fill one seat on the Planning & Zoning Commission, vacated by resignation, and one seat on the Parks & Recreation Commission, vacated by resignation, for the remainder of those respective terms.

Financial Impact: Please see individual items on consent agenda.

Staff Recommendation: Approve all items on the consent agenda, as presented.



MISCELLANEOUS ITEMS FOR COUNCIL

Distributed with October 26, 2026, City Council Meeting Packet

➤ Tentative list of agenda items for future meetings

Upcoming Calendar Items of Interest

- | | |
|---------------------------------------|--|
| - Monday, October 26 | Regular City Council meeting |
| - Thursday, October 29 | Parks & Recreation meeting (rescheduled) |
| - Monday, November 9
5:30/6:00p.m. | Regular City Council meeting(s) – |
| - Tuesday, November 10 | Regular Planning & Zoning meeting |
| - Wednesday, November 11 | VETERANS DAY – City Offices closed |

P E N D I N G A G E N D A I T E M S

WOODWAY CITY COUNCIL AND PLANNING/ZONING COMMISSION

(Updated 10/20/26)

This is a tentative planning calendar utilized to assist the City Secretary to compile draft meeting agendas.

DATE	CITY COUNCIL ITEMS	DATE	PLANNING & ZONING ITEMS
11/9/26	-Quarterly presentation – Finance -Set 2027 City Council meeting schedule	11/10/26	- PH & D&CA on Final Plat of Tanglewood Estates, Phase 2
12/14/26	-Ordinance Review Committee recommendations	12/8/26	- PUD Report

RECURRING COUNCIL ITEMS:

- January/April/July/October (first meeting of the month) - Quarterly presentations - Public Safety & Community Services
- February/May/August/November (first meeting of the month) - Quarterly presentation - Finance
- January/July (second Council meeting of the month) - Semi-annual presentations - Carleen Bright Arboretum & WFC
- Woodway Public Safety Association Day proclamation - Annually at the meeting prior to the annual cook-out
- Appointment of Judges to Municipal Court of Record every two years (Next – 09/2028)

RECURRING P&Z ITEMS: Every six months - Update to P&Z from Building Official regarding current PUD projects (Next 12/2026)