

February 17, 2022

Amy Madison
Executive Director
Pflugerville Community Development Corporation
3801 Helios Way, Suite 130
Pflugerville, TX 78660

Re: Proposal for Pflugerville Sub Area Plan

Dear Amy,

Thank you for considering Lionheart as a partner in developing a regulating plan for approximately 8 – 10 properties consisting of approximately 330 – 350 acres and located North of SH45. We understand this regulating plan will complement and help to implement the current TIRZ feasibility study that is planned to be considered by the Council at a future meeting. We also understand that the City is nearing completion on a Comprehensive Plan update and that this regulating plan will serve to assist in implementing the Comprehensive Plan in this area.

Task 1: Goal Setting and Analysis (3 Weeks)

During this task Lionheart will research all past and current planning efforts in the area developed by both the City and Property Owners and develop a base map that includes all relevant Land Use, Transportation, Utility, Environmental, and Parks and Open Space information. Lionheart will also use this time to research existing zoning districts and development regulations currently in place for the area. After gaining a solid understanding of the existing development context and existing conditions Lionheart will meet with stakeholders to develop goals for the future development of the area. This process will include focus group meetings with property owners, City departments, TxDOT, and the public. At the culmination of this task a strong understanding of the desired outcome for the area including a comparison

Meetings

- Client Kick-Off Meeting
- Property Owner Kick-Off Meeting
- Client Bi-Weekly Meeting
- One day of Stakeholder Meetings (Up to 6 meetings)

Deliverables

- Project Goals and associated targets.
- Existing entitlements based on current zoning and development standards.

Task 2: Development Alternatives (5 Weeks)

During this task Lionheart will develop three different alternatives for the development of the site. Each alternative will include a description of the Land Use Types utilized and the resulting development yield. Each alternative will

also be measured based on the goals and metrics established in Task one. The alternatives will be presented during a public meeting (or meeting of the landowners) and feedback will be requested from property owners. In addition to the public meeting, feedback on the alternatives will be gathered through a virtual survey.

<u>Meetings</u>

- Client Bi-Weekly Meetings
- · Public (or Landowner) Meeting

Deliverables

- Three Development Alternatives
- Public (or Landowner) Meeting Presentation and Feedback

Task 3: Preferred Plan and Regulating Plan (8 Weeks)

During this task Lionheart will utilize the feedback received during Task 2 to develop a preferred plan and regulating plan for the area. All documents will be graphic in nature and include visual depictions and precedents of the proposed area.

The regulating plan document will have the following items:

- A description of the Land Use Types including the following elements as applicable:
 - Character Description
 - Allowable uses
 - o Allowable Building Types
 - o Dwelling Units per Acre
 - Setbacks
 - o Height
 - o Lot Size
 - o Building Coverage
- Proposed street cross sections and connectivity requirements
- A description of any special requirements identified as part of the plan such as sign regulations, landscaping, or tree preservation.

The Plan will include the following exhibits:

- A Land Use Plan
- A Streets Plan
- An Open Space Plan

YOUR INVESTMENT

1. Basic services

By signing this letter, you are authorizing Lionheart Places LLC to commence services immediately for a fee of \$74,820.00.

Task 1: Goal Setting and Analysis	\$23,200.00
Task 2: Development Alternatives	\$26,600.00
Task 3: Preferred Plan and Regulating Plan	\$16,520.00
Total Contract	\$74,280

2. Reimbursable Expenses

In addition to our fees and services, we charge for project expenses incurred on your behalf. These typically include such items as travel, photography, telephone charges, video conferencing and reproduction. We invoice these expenses at cost.

3. Additional Services

Any services that are not defined in this agreement are compensated on an hourly basis for the time worked on your behalf. Rates are based on our current employee rate schedule (see Attachment A). Additional services can include but are not limited to, redesign of work already approved, major revisions to the program and/or expansion of scope of services. When it is possible, we will define the changes, additions, or modifications to the scope, provide an estimate of costs and request written authorization in advance. However, the absence of a written change order will not preclude payment of fees due Lionheart, provided the change was approved and ordered by the Client.

PAYMENT TERMS

- 1. Invoices will be mailed from Lionheart's office by the 10th of each month with specific descriptions of the services performed and expenses incurred in the previous month.
- 2. Involces are payable within 30 days of the date of billing.
- 3. If you require greater detail for your accounting purposes, we will provide itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses. At your request, we can provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

ACCEPTANCE

- This Agreement is entered into between Lionheart Places, LLC. and the Pflugerville Community
 Development Corporation, owner or reputed owner of the property to be benefited by Lionheart's services.
- 2. If this contract meets with your approval, please sign below, and return one (1) copy for our file.
- 3. If this agreement is not accepted within one (1) month from the date of receipt, the offer to perform the described services may be withdrawn and Lionheart may renegotiate this proposal.

4. The Client agrees that they have read and understood the Contract Provisions (Attachment B) attached hereto and incorporated herein by reference.

Should you have any questions about this scope of service, please do not hesitate to contact me. I am personally looking forward to working with you.

LIONHEART PLACES, LLC.

APPROVED BY CLIENT:

By Madison Director Director