



**AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - August 18, 2022
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalione-Parker
Place 2 – Esme Mattke Longoria
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, *Mayor Pro Tem*
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Rick Beverlin

The meeting will also be live-streamed at the following link: <https://www.leandertx.gov/video>.

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Receive a presentation on Northline Town Square park design and uses.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.
6. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed by Council.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

7. Staff Reports
 - Public Works update
8. Leander History

CONSENT AGENDA: ACTION

9. Approval of the minutes for meetings held on July 29 - 30, 2022 and August 4, 2022.

10. Acceptance of the Quarterly Investment Report for the period ending June 30, 2022.
11. Approval of the Second Reading of an Ordinance regarding the Sullivan Tract Annexation Case 21-A-007 regarding the voluntary annexation of 308 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R356046, R022922, R022921, and R022741; and generally located to the west of the intersection of Oak Creek Road and N. Bagdad Road, Leander, Williamson County, Texas.
12. Approval of the Second Reading of an Ordinance regarding Zoning Case 21-Z-030 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) and LO-2-B (Local Office) on nine (9) parcels of land approximately 308.288 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R356046, R473837, R022920-R022923, R473838, R473839, and R022941; and generally located to the west of the intersection of Oak Creek Road and N. Bagdad Road, Leander, Williamson County, Texas.
13. Approval of a Resolution of the City of Leander, Texas accepting the petition for the 675 Kauffman Loop Annexation Case 22-A-001 regarding the voluntary annexation of 25.025 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and commonly addressed as 675 Kauffman Loop, Leander, Williamson County, Texas.
14. Acceptance of Public Infrastructure Improvements for Devine Lake Phase 3 Subdivision.
15. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Fineline General Contractor to provide for concrete pours to begin at 4:00 a.m. from August 30 through September 30 (weather dependent), for a total of seven (7) concrete pours, for the Shops at Hero Way project site located on 11620 Hero Way West; and requiring Fineline General Contractors to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.
16. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to RBT Roofing to provide for construction activities to begin at 6:00 p.m. from August 19 through October 5 (weather dependent) for the Akin Elementary School project site located on 3621 Barley Road; and requiring RBT Roofing to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.
17. Approval of Task Order DA-01 with Doucet & Associates, Inc. for professional services for the design of San Gabriel Parkway Phase 3 (CIP Project T.46) in an amount of \$650,438.00; and authorize the City Manager to negotiate and execute all necessary documents; and provide an effective date.
18. Approval of Amendment No. 6 to Task Order No. WAL-1 with Walker Partners Engineering, Inc. to revise drawings to comply with Atlas 14 requirement for Raider Way and E. Woodview Drive Roadway Improvements (CIP Project T.12) in the amount of \$147,333.00 for a new total contract amount of \$1,480,598.00; and authorize the City Manager to execute any and all necessary documents.
19. Approval of continuation of professional service agreements with MLA Geotechnical and TSIT Engineering and Consulting LLC for construction site quality assurance and control testing for the term of two (2) years in the amount of \$500,000.00 each per fiscal year (\$1,000,000.00 total); and authorize the City Manager to negotiate and execute all necessary documents; and provide an effective date.
20. Approval of an agreement to purchase additional NeoGov platform services for a term of three (3) years from SHI Government Solutions, Inc. in the amount of \$30,059.70, \$37,020.10 and \$56,954.00 each fiscal year respectively (\$124,033.80 total term of agreement) utilizing Texas BuyBoard Contract #661-22; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

21. Conduct a Public Hearing regarding Subdivision Case 21-CP-019 to adopt the Cypress Meadows Concept Plan on one (1) parcel of land approximately 44.1 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R403528; generally located south of Hernandos Loop and west of US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case 21-CP-019 as described above.

22. Conduct a Public Hearing regarding Zoning Case 22-Z-020 to amend the Tylerville Tract PUD (Planned Unit Development) by adopting the Sodalis Minor PUD with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 4.995 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R539851; and generally located to the northwest of the intersection of W. Broade Street and W. San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-020 as described above.

REGULAR AGENDA

23. Presentation and discussion on the Proposed FY 2023 Annual Budget and proposed tax rate.
24. Discuss and consider action on a Resolution authorizing the Brushy Creek Regional Utility Authority, Inc.(BCRUA) to execute a Financing Agreement with the Texas Water Development Board relating to the sale of \$40,000,000.00 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2022 (Brushy Creek Regional Water Treatment and Distribution Project).
25. Discuss and consider action on an Ordinance regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply, and to provide for related matters, Leander, Williamson & Travis Counties, Texas.
26. Discuss and review the design for Northline Town Square.
27. Council Member Closing Statements.
28. Convene into Executive Session pursuant to:
(1) Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
(2) Section 551.072, Texas Government Code, to deliberate the acquisition of property located in Elijah D. Harman Survey, Abstract 6, Horizon Lake Phase 1, Section 4, for the purpose of a wastewater easement with temporary construction easement for Lift Station #2 (CIP Project T.44); and
(3) Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: city manager

Reconvene into open session to take action as deemed appropriate in the City Council's discretion

regarding:

- (1) Docket No. 53063 appealing water rates established by the City of Leander; and
- (2) Section 551.072, to deliberate the acquisition of property located in Elijah D. Harman Survey, Abstract 6, Horizon Lake Phase 1, Section 4, for the purpose of a wastewater easement with temporary construction easement for Lift Station #2 (CIP Project T.44); and
- (3) City Manager.

29. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 55 1.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 12 day of August 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.


Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Approval of the minutes for meetings held on July 29 - 30, 2022 and August 4, 2022.

BACKGROUND:

Attached are the minutes for retreat held on July 29-30, 2022 and regular meeting held on August 4, 2022.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes 07.29-30.2022
2. Draft Minutes 08.04.2022



**MINUTES
CITY COUNCIL RETREAT
CITY OF LEANDER, TEXAS**

201 N. Brushy Street - Council Chambers
July 29, 2022 and July 30, 2022



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, *Mayor Pro Tem*
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Rick Beverlin

1. Opened meeting at 9:01 a.m. and Roll Call reflected Councilmember Mattke Longoria and Councilmember McDonald absent; and Councilmember Pantalion-Parker arrived at 9:06 a.m.
2. Development Services Updates discussion included: status of BerryDunn with development review process; code update RFQ; sign ordinance status; supply chain issue with materials to energize street lights; turn in permits to review but not issue; need power to inspect; council desires how to proceed; have not accepted subdivisions; option to consider proposing an ordinance for short term that will have specific conditions laid out; conference discussed communications issues; fire code requirements; inspections done post construction; development notes no longer receiving - process changed to template format; council desire to receive the detail to help answer questions; in future include spreadsheet of attendees to development meetings; and Energov continuing to work through data anticipating August launch.
3. Capital Improvement Program Projects and timeline discussion included 35 active projects; 6 ready for bid and contract; in FY 2023 will have 20 new projects; facility projects include Fire Station #6 land; Fire Station #2 EMS remodel; and renovation of EMS facility; fire field conversion to clean LPG and city hall; water projects; San Gabriel elevated storage tank and terminus high zone pump station and ground storage tank; wastewater projects; street projects; Raider Way project alignment concerns; four-way stop at South and West Street; Mason Creek waterline breaks; Lakeline Boulevard widening from 2 lanes to 4 lanes from Mason Hills to Hero Way West; Old Town Park; senior center funding sources; Children Advocacy Center moving away from having presence in the senior center; congressional funding; ILA with Children Advocacy Center; next steps for senior center project include a hard deadline of a week for Children Advocacy Center to confirm if will or will not be in senior center and proceed with redesign, if needed; recreation center; CIP debt issuances; CIP funding sources; next steps finalizing CIP list for FY 2023 and FY 2024, complete book, update water and wastewater master plan along with water and wastewater impact fee study; growth over last 7 years; and Poseidon Barge.

[Council recessed at 10:49 a.m.; reconvened at 11:12 a.m.]

4. Public outreach efforts discussion included: water conservation messaging; touch point; working with HOAs; enforcement of violations; assisting with scheduling irrigation systems; posting videos on website; HOAs messaging to residents; be present at events hosted by HOAs and other organizations; products to hand out during irrigation audits; rain barrel program in Round Rock; see Leander become more conservation mindful; website RFQ; use of cooperative to select new vendor; website redesign process and timeline; accessibility options will be available with new site; alert page; social media messaging presence; staff that engage social media regularly and audience; posting new information versus updating posted information; evergreen information and time critical information; staff involved in posting on social media to go over challenges and policies related to social media; workflow; customer service policy and implementation strategy; approach as an organization; content reach; and feedback on how we are doing.

[Council recessed at 1:04 p.m.; reconvened at 2:44 p.m.]

Discussion continued with Leander Activity Center; programs; general usage calendar versus Active Adult calendar; multi-generational facility use; self-led or passive time for seniors versus instructor led; will continue to work towards inclusive programming for special needs; special events ordinance; internal special events is being reviewed and will be discussed at an upcoming workshop on September 18; inconsistencies in how policy is applied in who can and cannot be a vendor and/or sponsor; no political advertising in shirts, pins etc. in VIP sections at events; list of city events, outside organizations and/or non-profits; voter registration booths with no political signs; candidates can walk around in shirts but no booths; no political parties and/or political action committees; and will consult legal counsel to confirm we are not violating anyone's first amendment.

5. Budget discussion included: proposed preliminary FY 2023 budget; overview of all funds over last 5 years; tax base net taxable before freeze adjustment; preliminary tax rate 42.3 cents (0.600 Debt/0.2626 M&O) a reduction of 5.7 cents of current rate 47.97; tax rate history; general fund revenues; general fund expenditures; 59% of general fund expense proposed FY 2023 is personnel and 17% is contractual services; population versus general fund full time employees; 23 new full time employees proposed for FY 2023; recommended supplements not full time employees; safety is important to council; funding additional public safety over other positions in the city; proposed budget is balanced; maximum VAR will have less than one cent roughly \$1 million dollars additional available (reality due to protest amount potentially closer to \$700,000); and budget risks.
6. Staff recruitment and retention discussion included: work-life balance; attracting candidates; retaining employees; benefits; employee training; future ideas to attract and retain employees; internships; population of local cities full time employees compared to Leander; residents per city employees based on total full time employees; median single family housing prices; lack of affordable housing available to employees; turnover by departments; state turnover; compensation study; external market comparison; metrics chosen to compare; study recommendations; focus on pay plan in place and move minimum and maximum range; step plan for fire and police; proposing across the board COLAs of 4% to all employees; review compression issues; negotiation options; revenue comparison with neighboring cities; recommendations will bring back when present full study is adjusting position outliers after implementing COLAs, updating pay plan, and adopting step plan for fire and police; and fire and police associations desiring meet and confer.

Adjourned Friday at 5:49 p.m.

Reconvened Saturday at 9:00 a.m. Roll Call reflected all present except Councilmember Matthe Longoria.

7. City Manager updates discussion included: facilities update; lease purchase option; RFQ draft scope of services for city hall; transportation pedestrian piece; build out at population of 250,000; public engagement piece; bond package; hotel/motel convention center; presentation package of final cost based on council desires for bond election; management district; history of city hall and how we got where at today; renovation of EMS building; defined long range plan, if funding is not available; lease flex space options; Old Town Master Plan; current communication to council of FYI, weekly updates, agenda weekly calls, council inquiry emails, response to citizen emails to council, available for standing meetings, if desire; notification of events; notify when employee leaves so the council can send an email, if desire; opening of structures in the city; council previously invited to all events wish to be there for support; all council email texts advising of emergency; notification of road closures or neighborhood impacted items; create city manager policy as part of event checklist to notify city manager of events to include on FYI calendars; council make effort to show up at everything can to show support of staff and community; what is working and not working for each councilmember; desire if going out to public, council should be notified; each councilmember stated what format they wished to receive alerts; and realistic expectations.

8. *[Recessed at 10:33 a.m.; reconvened at 10:55 a.m.]*

Council discussion included: current Council Rules of Procedure; proposed amendment for Council governing themselves; adding definitions on malfeasance, misconduct, incompetence and directing of staff; proposed amendment summarized; meant to have clear policy to help follow Charter; process if there is a complaint and/or baseless complaint; courses of action if violation found; public or councilmember can file a complaint; consequences for baseless complaints; time limit follows ethics ordinance; spirit behind drafting is to create framework to work within; inclusion of citizens to file complaints; sometimes Charter language and intent are in conflict; creating a City Manager's office group email including City Manager, Chief of Staff and City Secretary; edits to existing policy; review legally the addition of no political endorsement clothing at a public meeting or city sponsored event; council liaisons on boards; council expectations for boards and boardmembers expectations of council; survey boards and commissions on engagement with council; director survey insightful and helpful; perspective from staff; come together and work together; and desire of council to work in line with staff.

9. Adjourned at 12:32 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



**MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - August 4, 2022



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, *Mayor Pro Tem*
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Rick Beverlin

The meeting will also be live-streamed at the following link: <https://www.leandertx.gov/video>.

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Opened meeting at 6:00 p.m.
2. Roll Call reflected all present.
3. Discuss City of Round Rock proposal of temporary transfer of its reserved treatment capacity in the BCRUA to the City of Leander. Discussion included: water agreements currently in place with Georgetown and Round Rock; current usage; needs during the summer months versus the non-summer months; Georgetown timelines; Leander projected growth rate; best interest of Leander; and continued discussions with Round Rock.
4. Review of boards and commissions appointment process and related matters. Discussion included: current process; process for neighboring cities; interviews versus no interviews; conducting a meet and greet; continuing ballot process; and placing an action item on October 10, 2022 to discuss interviews, if needed.

Briefing workshop adjourned at 7:01 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Opened meeting at 7:08 p.m., Invocation was provided by Mayor Pro Tem Thompson and Mayor Christine led the Pledges of Allegiance.
6. Roll Call reflected all present.

7. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed by Council.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

Colette Flormann, 2237 Ringstaff Road - commented on opposition of extension of Sweetwood Lane.

Mike Chaffin, 517 Sweetwood Lane - commented on opposition of extension of Sweetwood Lane.

8. Staff Reports
 ● Public Works update

CONSENT AGENDA: ACTION

Motion by Councilmember Esme Mattke Longoria, Seconded by Councilmember Becki Ross to approve consent agenda items 9 through 18.

Vote: 7 - 0

9. Approval of the minutes for meetings held on July 14, 2022 and July 21, 2022.
10. Approval of a Resolution authorizing the City Manager to execute a Master Interlocal Cooperative Purchasing Agreement between the City of Leander, Texas and The Interlocal Purchasing System (TIPS) Program for the purchase of goods and services; and providing for an effective date.
11. Approval of a Resolution permitting a variance to Bright Restaurant and Bar located at 901 Crystal Falls Parkway, Suite 101 pursuant to Chapter 4, Article 4.06, Section 4.06.005 to sell alcoholic beverages.
12. Approval of the proposed Brushy Creek Regional Utility Authority FY 2023 Budget.
13. Approval of the Second Reading of an Ordinance regarding Ordinance Case 22-OR-002 to amend the Composite Zoning Ordinance to adopt amendments to the landscape ordinance requirements to promote water conservation, and to provide for related matters; Williamson & Travis Counties, Texas.
14. Approval of the extension of the application expiration for Subdivision Case 20-FP-027 Palmera Bluff Section 2 Final Plat; generally located to the north of the intersection of Logan Del Way and E San Gabriel Parkway, Leander, Williamson County, Texas.
15. Approval of Task Order RPS-18 with RPS Infrastructure, Inc. for the design and construction phase services of a traffic signal at the intersection of County Road 175 and Journey Parkway in the amount of \$59,160.00; and authorize the City Manager to execute any and all necessary documentation.

16. Approval of Amendment No. 4 to Agreement for Professional Services with BGE, Inc., for additional engineering service support in the amount of \$95,500.00; and authorize the City Manager to negotiate and execute any and all necessary documents.
17. Approval of Amendment No. 1 to Task Order HCI-2018-02 with Haynie Consulting, Inc. for engineering services for the San Gabriel Parkway Eastbound at US Highway 183 Right-Turn Lane project (CIP T.20), increasing the task order amount by \$14,600.00 to a new total of \$62,530.00; and authorize the City Manager to negotiate and execute any and all necessary documents.
18. Approval of Amendment to Task Order HAI-2 with Halff Associates for correcting the required soil mitigation and compensatory cut to comply with the requirements of the Upper Brushy Creek Water Control Improvements District (UBCWCID) at Lakewood Park; increasing the contract amount by \$41,530.00 for a new total contract amount of \$934,017.00; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

19. Mayor Christine opened a Public Hearing at 7:20 p.m. regarding Subdivision Case 21-CP-016 to adopt the South 40 Major Roadways Concept Plan and Subdivision Case 21-PP-020 to adopt the South 40 Major Roadways Preliminary Plat on two (2) parcels of land approximately 20.20 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031721 and R321825; generally located west of the intersection of US 183 and Heritage Grove Road, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:20 p.m.

- Discuss and consider action regarding Subdivision Cases 21-CP-016 and 21-PP-020 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Subdivision Case 21-CP-016 to adopt the South 40 Major Roadways Concept Plan and Subdivision Case 21-PP-020 to adopt the South 40 Major Roadways Preliminary Plat on two (2) parcels of land approximately 20.20 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031721 and R321825; generally located west of the intersection of US 183 and Heritage Grove Road, Leander, Williamson County, Texas.

Vote: 7 - 0

20. Mayor Christine opened a Public Hearing at 7:22 p.m. regarding Subdivision Case 22-CP-004 to adopt the Gabriel's Horn Development Concept Plan on four (4) parcels of land approximately 17.82 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R022218, R500872, R500871, and R473804; generally located at the northwest corner of Ronald Reagan Boulevard and Gabriel's Horn Road., Leander, Williamson County, Texas. No one spoke in favor or opposition. The Public Hearing closed at 7:22 p.m.

- Discuss and consider action regarding Subdivision Case 22-CP-004 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalione-Parker to approve Subdivision Case 22-CP-004 to adopt the Gabriel's Horn Development Concept Plan on four (4) parcels of land approximately 17.82 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022218, R500872, R500871, and R473804; generally located at the northwest corner of Ronald Reagan Boulevard and Gabriel's Horn Road., Leander, Williamson County, Texas.

Vote: 7 - 0

21. Mayor Christine opened a Public Hearing at 7:25 p.m. regarding Comprehensive Plan Case 21-CPA-009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and to amend Transportation Master Plan to change the classification of Live Oak Road to a local street and consider action regarding Zoning Case 21-Z-030 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) and LO-2-B (Local Office) on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R356046, R473837, R022920-R022923, R473838, R473839, and R022941; and generally located to the west of the intersection of Oak Creek Road and N. Bagdad Road, Leander, Williamson County, Texas. No one spoke in favor. Martin Poenie, 3500 Whitt Creek Trail, Debbie Almond, 2204 Whitt Oak Court, Keith Morton, 2621 Monte Ranch Trail spoke in opposition of the request. Chrystal Pardue, 3312 Whitt Creek Trail submitted comments of opposition via the website and Kimberly Closser, 2201 Whitt Oak Court opposition was read into the record. The Public Hearing closed at 7:33 p.m.

- Discuss and consider action regarding Comprehensive Plan Case 21-CPA-009 as described above.
- Discuss and consider action regarding Zoning Case 21-Z-030 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalione-Parker to approve Comprehensive Plan Case 21-CPA-009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential, following a discussion.

Vote: 7 - 0

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalione-Parker to approve Zoning Case 21-Z-030 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) and LO-2-B (Local Office) on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R356046, R473837, R022920-R022923, R473838, R473839, and R022941; and generally located to the west of the intersection of Oak Creek Road and N. Bagdad Road, Leander, Williamson County, Texas.

Vote: 7 - 0

Motion by Councilmember Chris Czernek, Seconded by Councilmember Becki Ross to approve amending the Transportation Master Plan to change the classification of Live Oak Road to a local street.

Vote: 7 - 0

22. Received a Preliminary overview of the City of Leander Annual Budget for fiscal year 2023 including: preliminary budget FY 2023; tax base; general fund expenditures; recommended new full-time employees; recommended new re-occurring expenditures; recommended one-time expenditure; and ceiling for proposed tax rate.
23. Discuss receiving No-New-Revenue and Voter-Approval tax rate calculations; take action to consider a proposed tax rate; and schedule a public hearing date for the proposed tax rate.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Chris Czernek accept the tax rate calculations as presented.

Vote: 7 - 0

Motion by Councilmember Chris Czernek, Seconded by Councilmember Becki Ross to approve a Proposed Tax Rate of 0.455262, following a discussion.

Vote: 7 - 0

Motion by Mayor Christine DeLisle, Seconded by Councilmember Kathryn Pantalion-Parker to schedule Public Hearing on the Tax Rate for September 1, 2022.

Vote: 7 - 0

24. Discuss and consider action on the Third Addendum to the Development and Reimbursement Agreement for the Village at Leander Station; and authorize the City Manager to execute any and all necessary documents.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve the Third Addendum to the Development and Reimbursement Agreement for the Village at Leander Station; and authorize the City Manager to execute any and all necessary documents.

Vote: 7 - 0

25. Discuss and consider an ordinance amending the Council Rules of Procedure to amend procedures related to Council requested agenda items and address charter enforcement procedures; and providing an effective date.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Becki Ross to approve an ordinance amending the Council Rules of Procedure to amend procedures related to Council requested agenda items and address charter enforcement procedures; and providing this is effective today and is not retroactive, amended as discussed following a discussion.

Vote: 7 - 0

26. Council Member Closing Statements.

Esme Mattke Longoria - commented on tax-free weekend was this coming weekend; and reminded everyone to shop local.

Na'Cole Thompson - commented school starting back; wished everyone a safe year.

Christine DeLisle - stated Jardine's provided dinner tonight; commented on kids returning to school; reminded everyone to be careful and watch for the kids; and shop local.

27. Adjourned at 9:29 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Acceptance of the Quarterly Investment Report for the period ending June 30, 2022.

BACKGROUND:

Under the Public Funds Investment Act (PFIA), the City is required to maintain a City Council approved Investment Policy that is reviewed annually and is in compliance with the Act. Quarterly Investment Reports are presented to the governing body to disclose the book and market values of the investments at the period end, and to demonstrate compliance with the Council approved Investment Policy.

The period covered in this report is April 1, 2022 through June 30, 2022.

As of June 30, 2022 the City's investment portfolio totaled \$247,891,967.00. Interest earnings for the quarter were \$231,618.00, and the fiscal year-to-date interest earnings totaled \$702,469.00. The average yield to maturity on the investment fund was 1.161% and the weighted average maturity was three hundred twenty-five (325) days.

RECOMMENDATION:

Approval and acceptance of the Quarterly Investment Report for the period ending June 30, 2022.

PRESENTER:

Jodi Levie, Assistant Finance Director
Robert G. Powers, Executive Director of Finance

Fiscal Impact

Amount requested: 0
Approved in current budget (Yes / No): n/a
Expenditure (New / Amended): n/a
Recurring or one-time: Recurring
Fund source (Operating / Utility / etc.): All

Attachments

1. Quarterly Investment Report 6-30-2022



QUARTERLY INVESTMENT REPORT

City of Leander

JUNE 30, 2022



MEEDER

PUBLIC FUNDS
PATTERSON GROUP

The Fight Against Inflation

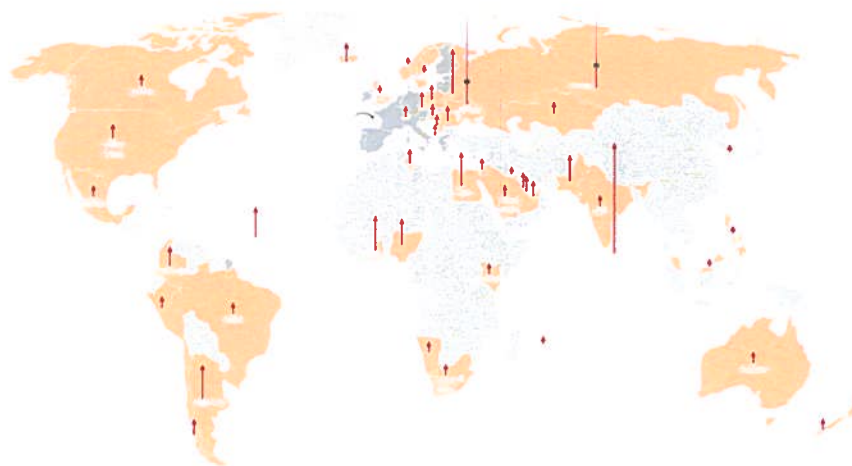
This month inflation is too hot and the Fed is actively fighting it. Current inflation is heavily “*supply-side*” driven which we have not seen since post WWII as the world recovered from a militarily focused economy. The confluence of too much money in the hands of consumers and a tangled supply chain continues to drive inflation. Higher rates can slow the consumer but the recovery timeline for the world-wide supply chains and its impact on business remains in question.

The government stimulus initiatives, while no doubt enacted with the best intentions, have exacerbated the inflationary pressures now crushing the American consumer. While other countries are also fighting inflation the US is fueled additionally by unprecedented stimulus funds which put so much money in the system. The economy has jumped from \$21.7T before the pandemic to \$24.4T – up 13%. Long-term, plowing money into the system doesn’t create growth, it causes inflation.

Inflation is easily seen at the pumps and the grocery store. Factors driving it are heightened by the Ukraine situation halting grain and energy flows, covid business shut-downs and the re-routing of shipping in China and Europe as well as our inability to re-start traditional energy sources/production.

Raising the short and long end bond rates will be effective but as central banks fight with massive rate increases, the markets have jumped ahead in their expectation of a recession. Now projections of recession abound.

45+ Central Banks are raising rates in the fight against inflation



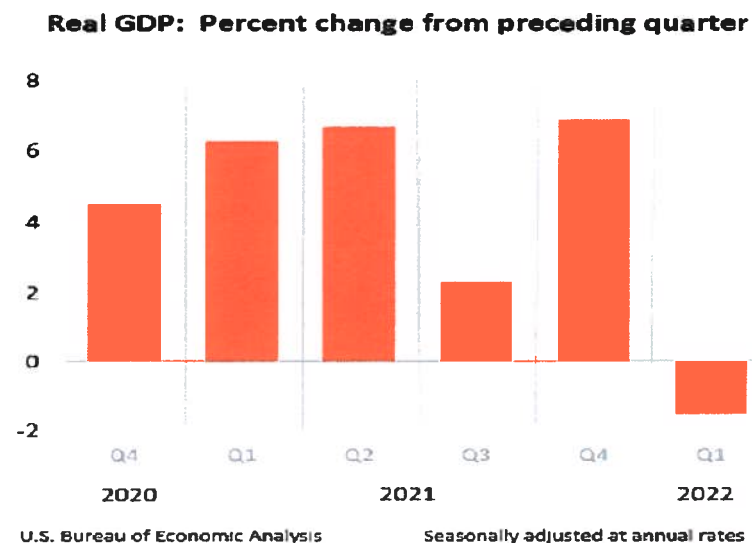
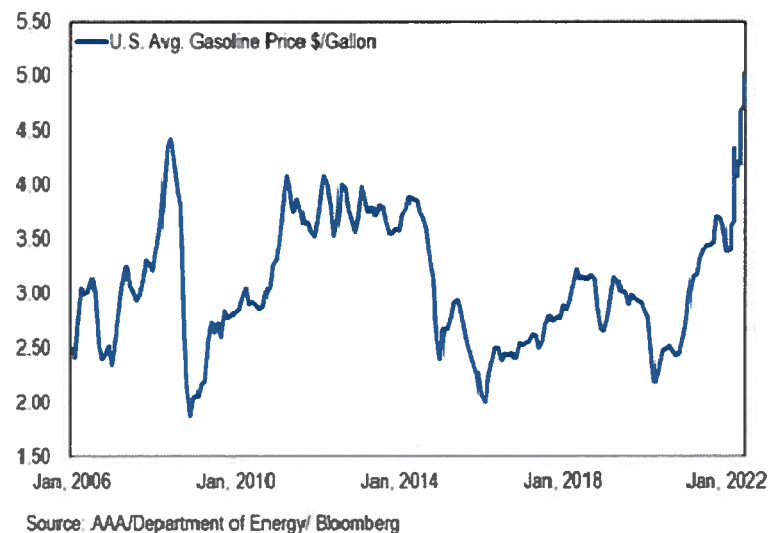
Growth Headwinds

The US economy is driven by the consumers who make up 2/3 of GDP. Growth is fragile partially because of the consumer's current challenges. Uncertainty causes cracks in the economy and fear of the future which then creates consumer caution. Ultimately production of goods slows and inventories build up unsold. There is still plenty of spending however as we see consumer spending up 9.2% even while personal income has risen only 2.6%.

At some point the consumer will stop buying or shift their spending, sometimes out of necessity. Energy costs have risen 80% already in 2022 and with summer driving and then winter warming needs oil is expected to end the year over \$100/barrel.

Business must eventually pass on costs. A recent National Association of Business Economics survey found 45% of firms are passing on their production costs and 71% anticipate costs to increase. At some point the consumer will slow because the excess funds dry up and savings are depleted. As we've seen in the past businesses fail from lack of customers or lack of workers to serve those customers. This month's Chicago Fed National Activity index dropped from 0.4 to 0.01, a five-month low.

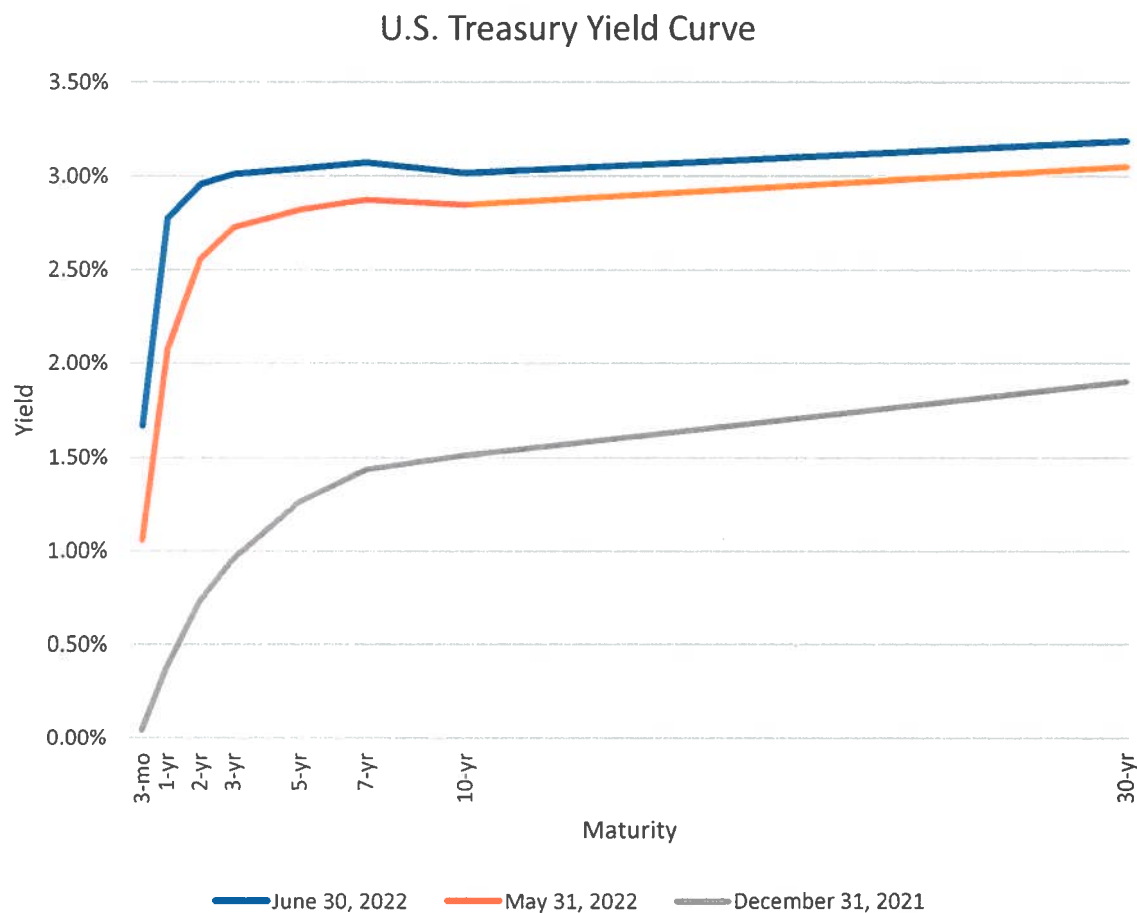
The ability to hire workers remains a real problem for business and therefore growth. There are currently two job openings for every unemployed person. To attract workers 70% of firms increased wages in the first quarter. Businesses cannot afford to keep raising wages as workers expect but many entities are initiating one-time bonuses or COLAs to help workers battle the high prices. Naturally, that brings us back to the impact of increased funds in the system increasing inflation. It will take time to work out all these factors.



Built in Rate Increases

The Fed raised the overnight rate in June 0.75%. The move was directed at slowing inflation.

The Fed has conceded that raising rates will slow growth. It also reduces access to financing for those that need it, possibly putting at risk the prospect for a *soft landing*.



City of Leander, Texas

Quarterly Investment Report
April – June 2022
Portfolio Summary Management Report

This quarterly report is prepared in compliance with the Investment Policy and Strategy of the City and the Public Funds Investment Act (Chapter 2256., Texas Government Code).

<u>Portfolio as of March 31, 2022</u>		<u>Portfolio as of June 30, 2022</u>	
Beginning Book Value	\$ 207,544,193	Ending Book Value	\$ 247,891,967
Beginning Market Value	\$ 204,978,988	Ending Market Value	\$ 244,385,576
		Investment Income for the period	\$ 231,618
Unrealized Gain/Loss	\$ (2,565,205)	Unrealized Gain/Loss	\$ (3,506,391)
		Change in Unrealized Gain/Loss	\$ (941,186)
WAM at Beginning Period Date ¹	319 days	WAM at Ending Period Date ¹	325 days
		Change in Market Value ²	\$ 39,406,588
Average Yield to Maturity for period		0.885%	
Average Yield 6 month T-bill for period		1.650%	
Average Yield 1 year Treasury for period		2.200%	
Average Yield 2 year Treasury for period		2.720%	

Authorized by:



Robert Powers, Executive Finance Director
City of Leander



Jodi Levie, Assistant Finance Director
City of Leander



Linda Patterson, President
Patterson & Associates

¹ WAM, represents weighted average maturity.

² *Change in Market Value* is required data, but will primarily reflect the receipt and expenditure of the City's funds from quarter to quarter.

Your Portfolio

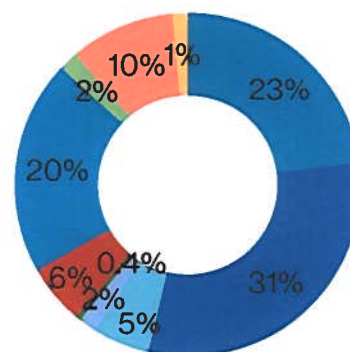
As of June 30, 2022

Your Portfolio Statistics

Weighted Average Maturity 0.89 years

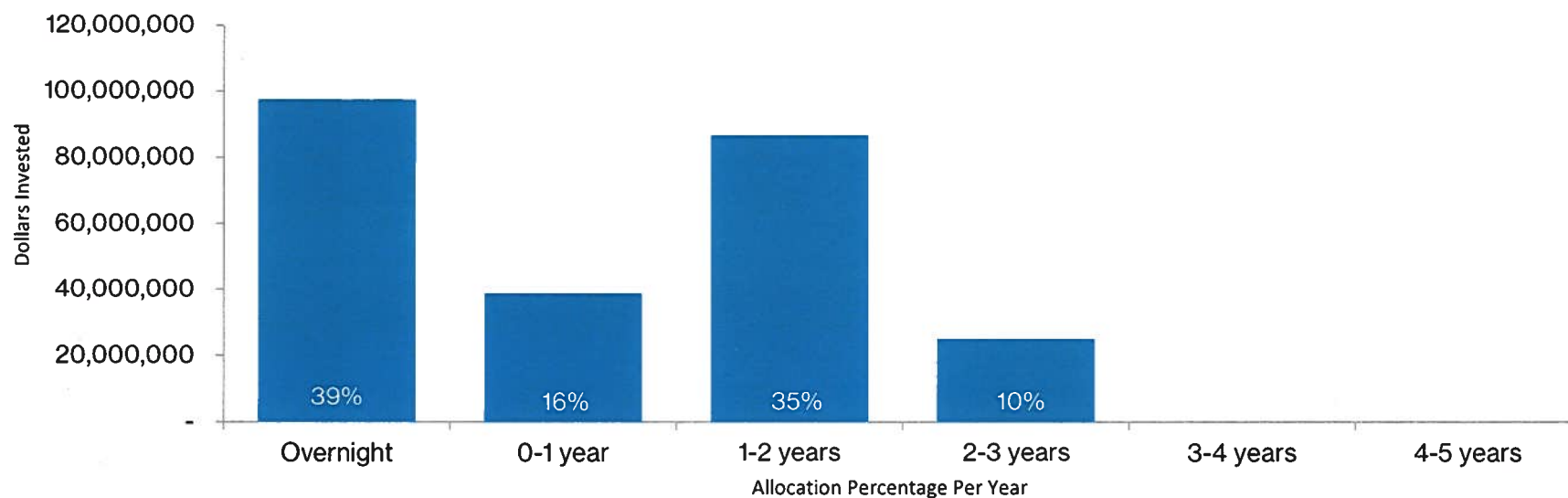
Weighted Average Yield (All Funds) 1.161%

Your Asset Allocation



- Treasury Notes
- Agency Notes
- Commercial Paper
- Municipal Bonds
- Texas Range
- TexStar
- Texpool
- Bank
- MM
- BOK

Your Maturity Distribution





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PUBLIC FUNDS | PATTERSON GROUP

City of Leander, Texas
Portfolio Management
Portfolio Summary
June 30, 2022

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
BOK Financial - MM Funds	3,599,797.47	3,599,797.47	3,599,797.47	1.45	1	1	0.878
Commercial Paper Disc. -Amortizing	13,500,000.00	13,217,344.50	13,288,726.26	5.36	264	237	2.484
Federal Agency Coupon Securities	76,000,000.00	73,645,218.29	76,164,085.17	30.72	929	666	1.113
Treasury Coupon Securities	57,500,000.00	55,973,737.50	56,811,302.56	22.92	560	450	1.602
Municipal Bonds	4,125,000.00	4,046,422.50	4,125,000.00	1.66	904	280	0.492
Texpool	49,962,294.57	49,962,294.57	49,962,294.57	20.15	1	1	1.001
TexStar	13,953,718.13	13,953,718.13	13,953,718.13	5.63	1	1	0.985
Texas Range	1,114,318.57	1,114,318.57	1,114,318.57	0.45	1	1	1.000
Money Market Funds	24,413,302.00	24,413,302.00	24,413,302.00	9.85	1	1	0.366
Bank Accounts	4,459,422.17	4,459,422.17	4,459,422.17	1.80	1	1	0.007
Investments	248,627,852.91	244,385,575.70	247,891,966.90	100.00%	443	325	1.161
Cash and Accrued Interest							
Accrued Interest at Purchase		15,610.09	15,610.09				
Subtotal		15,610.09	15,610.09				
Total Cash and Investments	248,627,852.91	244,401,185.79	247,907,576.99		443	325	1.161

Total Earnings	June 30 Month Ending	Fiscal Year To Date
Current Year	231,617.65	702,468.85

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the City of Leander, Texas of the position and activity within the City's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.


Robert Powers, Executive Finance Director 8/2/22

Reporting period 06/01/2022-06/30/2022
Data Updated: SET_LEND: 07/26/2022 10:57
Run Date: 07/26/2022 - 10:57

Portfolio LEND
AP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1



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PUBLIC FUNDS | PATTERSON GROUP

City of Leander, Texas
Summary by Type
June 30, 2022
Grouped by Fund

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: ARPA 2021						
Texpool	1	2,834,882.32	2,834,882.32	1.14	1.001	1
Subtotal	1	2,834,882.32	2,834,882.32	1.14	1.001	1
Fund: Certs of Obligation 2016						
Federal Agency Coupon Securities	1	2,500,000.00	2,500,000.00	1.01	1.000	903
TexStar	1	2,226,208.05	2,226,208.05	0.90	0.985	1
Subtotal	2	4,726,208.05	4,726,208.05	1.91	0.993	478
Fund: Certs of Obligation 2018A						
Treasury Coupon Securities	1	1,000,000.00	995,835.41	0.40	2.087	334
TexStar	1	2,850,489.89	2,850,489.89	1.15	0.985	1
Subtotal	2	3,850,489.89	3,846,325.30	1.55	1.270	87
Fund: Certs of Obligation 2018B						
TexStar	1	475,008.75	475,008.75	0.19	0.985	1
Subtotal	1	475,008.75	475,008.75	0.19	0.985	1
Fund: Certs of Obligation 2021						
TexStar	1	980,555.15	980,555.15	0.40	0.985	1
Subtotal	1	980,555.15	980,555.15	0.40	0.985	1
Fund: Certs of Obligation 2022A						
Commercial Paper Disc. -Amortizing	1	5,500,000.00	5,415,652.92	2.18	2.496	231
Federal Agency Coupon Securities	2	11,000,000.00	11,086,375.21	4.47	2.599	619
Texpool	1	368,164.35	368,164.35	0.15	1.001	1
Subtotal	4	16,868,164.35	16,870,192.48	6.80	2.531	481
Fund: Certs of Obligation 2022B						
Federal Agency Coupon Securities	2	10,000,000.00	10,078,522.92	4.07	2.599	619

City of Leander, Texas
Summary by Type
June 30, 2022
Grouped by Fund

Page 2

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Certs of Obligation 2022B						
Commercial Paper Disc. -Amortizing	1	8,000,000.00	7,873,073.34	3.18	2.475	241
Subtotal	3	18,000,000.00	17,951,596.26	7.25	2.545	453
Fund: Debt Service						
Texpool	1	16,368,555.20	16,368,555.20	6.60	1.001	1
Subtotal	1	16,368,555.20	16,368,555.20	6.60	1.001	1
Fund: General Consolidated						
Federal Agency Coupon Securities	11	51,000,000.00	50,999,187.04	20.57	0.506	666
Municipal Bonds	3	4,125,000.00	4,125,000.00	1.66	0.492	280
Money Market Funds	3	24,413,302.00	24,413,302.00	9.85	0.366	1
Bank Accounts	4	4,459,422.17	4,459,422.17	1.80	0.007	1
Treasury Coupon Securities	10	50,000,000.00	49,342,536.97	19.90	1.529	468
Texpool	5	30,390,608.64	30,390,608.64	12.26	1.001	1
TexStar	2	1,321,598.47	1,321,598.47	0.53	0.985	1
Texas Range	1	1,114,318.57	1,114,318.57	0.45	1.000	1
Subtotal	39	166,824,249.85	166,165,973.86	67.02	0.873	351
Fund: GO 2016 - Parks						
TexStar	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
Fund: GO 2016 - Senior Center						
TexStar	1	103,471.80	103,471.80	0.04	0.985	1
Subtotal	1	103,471.80	103,471.80	0.04	0.985	1
Fund: GO 2016 - Transportation						
TexStar	1	379,957.91	379,957.91	0.15	0.985	1
Subtotal	1	379,957.91	379,957.91	0.15	0.985	1
Fund: GO 2018 - Parks						
TexStar	1	288,177.27	288,177.27	0.12	0.985	1

City of Leander, Texas
Summary by Type
June 30, 2022
Grouped by Fund

Page 3

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Subtotal	1	288,177.27	288,177.27	0.12	0.985	1
Fund: GO 2018 - Rec Center						
Treasury Coupon Securities	1	1,500,000.00	1,493,753.12	0.60	2.087	334
TexStar	1	378,079.40	378,079.40	0.15	0.985	1
Subtotal	2	1,878,079.40	1,871,832.52	0.75	1.864	267
Fund: GO 2018 - Senior Center						
Federal Agency Coupon Securities	1	1,500,000.00	1,500,000.00	0.61	1.000	903
TexStar	1	2,310,261.31	2,310,261.31	0.93	0.985	1
Subtotal	2	3,810,261.31	3,810,261.31	1.54	0.991	356
Fund: GO 2018 - Transportation						
Treasury Coupon Securities	1	5,000,000.00	4,979,177.06	2.01	2.087	334
TexStar	1	2,639,910.13	2,639,910.13	1.06	0.985	1
Subtotal	2	7,639,910.13	7,619,087.19	3.07	1.705	219
Fund: PID Crystal Springs						
BOK Financial - MM Funds	1	1,102,439.33	1,102,439.33	0.44	0.850	1
Subtotal	1	1,102,439.33	1,102,439.33	0.44	0.850	1
Fund: PID Deerbrooke NIA						
BOK Financial - MM Funds	1	566,050.30	566,050.30	0.23	0.890	1
Texpool	1	9.99	9.99	0.00	0.000	1
Subtotal	2	566,060.29	566,060.29	0.23	0.890	1
Fund: PID Deerbrooke SIA						
BOK Financial - MM Funds	1	1,339,576.28	1,339,576.28	0.54	0.890	1
Texpool	1	74.07	74.07	0.00	1.001	1
Subtotal	2	1,339,650.35	1,339,650.35	0.54	0.890	1
Fund: PID Oak Creek						
BOK Financial - MM Funds	1	591,731.56	591,731.56	0.24	0.890	1
Subtotal	1	591,731.56	591,731.56	0.24	0.890	1

Total and Average

70

248,627,852.91

247,891,966.90

100.00

1.161

325



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PUBLIC FUNDS | PATTERSON GROUP

City of Leander, Texas
Fund ARPA21 - ARPA 2021
Investments by Fund
June 30, 2022

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
60000013	10187	Texpool	09/02/2021	2,834,882.32	2,834,882.32	2,834,882.32	1.001	0.987	1.001	1
Subtotal and Average				2,834,882.32	2,834,882.32	2,834,882.32		0.988	1.001	1
Total Investments and Average				2,834,882.32	2,834,882.32	2,834,882.32		0.988	1.001	1

Fund CO2016 - Certs of Obligation 2016
Investments by Fund
June 30, 2022

Page 2

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Federal Agency Coupon Securities										
3130AQCM3	10194	FHLB Call Note	12/20/2021	2,500,000.00	2,500,000.00	2,388,456.13	1.000	0.986	1.000	12/20/2024 903
Subtotal and Average				2,500,000.00	2,500,000.00	2,388,456.13		0.986	1.000	903
TexStar										
20163	10028	TexStar	11/22/2016	2,226,208.05	2,226,208.05	2,226,208.05	0.985	0.971	0.985	1
Subtotal and Average				2,226,208.05	2,226,208.05	2,226,208.05		0.972	0.985	1
Total Investments and Average				4,726,208.05	4,726,208.05	4,614,664.18		0.979	0.993	478

Fund CO2018A - Certs of Obligation 2018A
Investments by Fund
June 30, 2022

Page 3

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Treasury Coupon Securities										
912828R69	10206	T Note	04/25/2022	995,835.41	1,000,000.00	988,477.00	1.625	2.058	2.086	05/31/2023 334
Subtotal and Average				995,835.41	1,000,000.00	988,477.00		2.058	2.087	334
TexStar										
20184	10104	TexStar	11/06/2018	2,850,489.89	2,850,489.89	2,850,489.89	0.985	0.971	0.985	1
Subtotal and Average				2,850,489.89	2,850,489.89	2,850,489.89		0.972	0.985	1
Total Investments and Average				3,846,325.30	3,850,489.89	3,838,966.89		1.253	1.270	87

Fund CO2018B - Certs of Obligation 2018B
Investments by Fund
June 30, 2022

Page 4

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20185	10105	TexStar	11/06/2018	475,008.75	475,008.75	475,008.75	0.985	0.971	0.985	1
Subtotal and Average				475,008.75	475,008.75	475,008.75		0.972	0.985	1
Total Investments and Average				475,008.75	475,008.75	475,008.75		0.972	0.985	1

Fund CO2021 - Certs of Obligation 2021
Investments by Fund
June 30, 2022

Page 5

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20210	10171	TexStar	01/14/2021	980,555.15	980,555.15	980,555.15	0.985	0.971	0.985	1
Subtotal and Average				980,555.15	980,555.15	980,555.15		0.972	0.985	1
Total Investments and Average				980,555.15	980,555.15	980,555.15		0.972	0.985	1

Fund CO2022A - Certs of Obligation 2022A
Investments by Fund
June 30, 2022

Page 6

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Commercial Paper Disc. -Amortizing										
22533UPH0	10211	Credit Agricole CP	05/31/2022	5,415,652.92	5,500,000.00	5,385,616.50	2.390	2.462	2.496	02/17/2023 231
Subtotal and Average				5,415,652.92	5,500,000.00	5,385,616.50		2.462	2.496	231
Federal Agency Coupon Securities										
3130A0F70	10213	FHLB Note	06/03/2022	5,565,217.89	5,500,000.00	5,531,231.37	3.375	2.493	2.528	12/08/2023 525
3130A1XJ2	10215	FHLB Note	06/03/2022	5,521,157.32	5,500,000.00	5,484,662.21	2.875	2.634	2.671	06/14/2024 714
Subtotal and Average				11,086,375.21	11,000,000.00	11,015,893.58		2.564	2.599	619
Texpool										
60000014	10212	Texpool	05/26/2022	368,164.35	368,164.35	368,164.35	1.001	0.987	1.001	1
Subtotal and Average				368,164.35	368,164.35	368,164.35		0.988	1.001	1
Total Investments and Average				16,870,192.48	16,868,164.35	16,769,674.43		2.497	2.531	481

Fund CO2022B - Certs of Obligation 2022B
Investments by Fund
June 30, 2022

Page 7

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Commercial Paper Disc. -Amortizing											
62479MPT4	10217	MUFG Bank CP	06/06/2022	7,873,073.34	8,000,000.00	7,831,728.00		2.441	2.475	02/27/2023	241
Subtotal and Average				7,873,073.34	8,000,000.00	7,831,728.00		2.441	2.475		241
Federal Agency Coupon Securities											
3130A0F70	10214	FHLB Note	06/03/2022	5,059,288.99	5,000,000.00	5,028,392.15	3.375	2.493	2.528	12/08/2023	525
3130A1XJ2	10216	FHLB Note	06/03/2022	5,019,233.93	5,000,000.00	4,986,056.55	2.875	2.634	2.671	06/14/2024	714
Subtotal and Average				10,078,522.92	10,000,000.00	10,014,448.70		2.564	2.599		619
Total Investments and Average				17,951,596.26	18,000,000.00	17,846,176.70		2.510	2.545		453

**Fund DS - Debt Service
Investments by Fund
June 30, 2022**

Page 8

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
60000003	10017	Texpool	09/01/2016	16,368,555.20	16,368,555.20	16,368,555.20	1.001	0.987	1.001	1
Subtotal and Average				16,368,555.20	16,368,555.20	16,368,555.20		0.988	1.001	1
Total Investments and Average				16,368,555.20	16,368,555.20	16,368,555.20		0.988	1.001	1

**Fund GEN - General Consolidated
Investments by Fund
June 30, 2022**

Page 9

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Federal Agency Coupon Securities										
31422XMV1	10188	FRMAC Call Note	10/04/2021	5,000,000.00	5,000,000.00	4,710,308.10	0.500	0.493	0.500	10/04/2024 826
3133ENGQ7	10191	FFCB Note	12/09/2021	4,999,187.04	5,000,000.00	4,761,069.70	0.920	0.914	0.926	12/09/2024 892
3133EMCQ3	10165	FFCB Call Note	10/15/2020	5,000,000.00	5,000,000.00	4,830,955.15	0.280	0.313	0.317	10/13/2023 469
3133EMVD1	10173	FFCB Call Note	04/05/2021	5,000,000.00	5,000,000.00	4,774,730.65	0.330	0.366	0.371	04/05/2024 644
3133ENML1	10198	FFCB Call Note	01/27/2022	5,000,000.00	5,000,000.00	4,917,788.00	0.740	0.729	0.740	04/27/2023 300
3130ALJ70	10172	FHLB Call Note	03/12/2021	5,000,000.00	5,000,000.00	4,783,147.75	0.400	0.394	0.400	03/12/2024 620
3130ALVY7	10176	FHLB Call Note	04/15/2021	5,000,000.00	5,000,000.00	4,775,098.50	0.400	0.394	0.400	04/15/2024 654
3130AMEZ1	10180	FHLB Call Note	05/28/2021	5,000,000.00	5,000,000.00	4,752,796.95	0.400	0.394	0.400	05/24/2024 693
3130AMT85	10181	FHLB Call Note	06/28/2021	5,000,000.00	5,000,000.00	4,772,045.30	0.400	0.394	0.400	06/28/2024 728
3130ANNS5	10186	FHLB Call Note	08/30/2021	5,000,000.00	5,000,000.00	4,760,023.65	0.500	0.493	0.500	08/28/2024 789
3130AQCM3	10193	FHLB Call Note	12/20/2021	1,000,000.00	1,000,000.00	955,382.45	1.000	0.986	1.000	12/20/2024 903
Subtotal and Average				50,999,187.04	51,000,000.00	48,793,346.20		0.499	0.506	666
Treasury Coupon Securities										
912828ZD5	10195	T Note	01/12/2022	4,998,471.81	5,000,000.00	4,922,460.00	0.500	0.536	0.543	03/15/2023 257
91282CBE0	10196	T Note	01/12/2022	4,940,294.07	5,000,000.00	4,790,040.00	0.125	0.895	0.908	01/15/2024 563
91282CCN9	10197	T Note	01/25/2022	4,960,866.73	5,000,000.00	4,851,955.00	0.125	0.840	0.852	07/31/2023 395
91282CBN0	10200	T Note	02/22/2022	4,968,659.45	5,000,000.00	4,915,820.00	0.125	1.063	1.077	02/28/2023 242
91282CCU3	10201	T Note	02/22/2022	4,929,989.44	5,000,000.00	4,839,060.00	0.125	1.325	1.344	08/31/2023 426
91282CBM2	10202	T Note	02/22/2022	4,894,093.62	5,000,000.00	4,780,275.00	0.125	1.430	1.450	02/15/2024 594
912828U3	10203	T Note	03/23/2022	4,960,634.46	5,000,000.00	4,886,330.00	1.875	2.219	2.250	08/31/2024 792
91282CAK7	10204	T Note	03/29/2022	4,884,243.94	5,000,000.00	4,835,155.00	0.125	2.056	2.085	09/15/2023 441
91282CDM0	10209	T Note	05/18/2022	4,866,804.53	5,000,000.00	4,833,400.00	0.500	2.395	2.428	11/30/2023 517
912828T26	10210	T Note	05/20/2022	4,938,478.92	5,000,000.00	4,905,665.00	1.375	2.349	2.381	09/30/2023 456
Subtotal and Average				49,342,536.97	50,000,000.00	48,560,160.00		1.508	1.529	467
Municipal Bonds										
419792ZH2	10166	State of Hawaii	10/29/2020	1,000,000.00	1,000,000.00	996,470.00	0.429	0.422	0.428	10/01/2022 92
419792ZJ8	10167	State of Hawaii	10/29/2020	1,125,000.00	1,125,000.00	1,091,092.50	0.571	0.562	0.570	10/01/2023 457
59333NN90	10164	Miami-Dade County FL	09/30/2020	2,000,000.00	2,000,000.00	1,958,860.00	0.375	0.473	0.480	04/01/2023 274
Subtotal and Average				4,125,000.00	4,125,000.00	4,046,422.50		0.486	0.492	279

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**Fund GEN - General Consolidated
Investments by Fund
June 30, 2022**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
60000001	10015	Texpool	09/01/2016	1,595,453.74	1,595,453.74	1,595,453.74	1.001	0.987	1.001	1
60000002	10016	Texpool	09/01/2016	28,298,629.94	28,298,629.94	28,298,629.94	1.001	0.987	1.001	1
60000005	10018	Texpool	09/01/2016	161,175.45	161,175.45	161,175.45	1.001	0.987	1.001	1
60000008	10019	Texpool	09/01/2016	324,092.97	324,092.97	324,092.97	1.001	0.987	1.001	1
60000009	10020	Texpool	09/01/2016	11,256.54	11,256.54	11,256.54	1.001	0.987	1.001	1
Subtotal and Average				30,390,608.64	30,390,608.64	30,390,608.64		0.988	1.001	1
TexStar										
11890	10013	TexStar	09/01/2016	1,316,772.82	1,316,772.82	1,316,772.82	0.985	0.971	0.985	1
23010	10014	TexStar	09/01/2016	4,825.65	4,825.65	4,825.65	0.985	0.971	0.985	1
Subtotal and Average				1,321,598.47	1,321,598.47	1,321,598.47		0.972	0.985	1
Texas Range										
1168	10011	Texas Range Texas Daily	09/01/2016	1,114,318.57	1,114,318.57	1,114,318.57	1.000	0.986	1.000	1
Subtotal and Average				1,114,318.57	1,114,318.57	1,114,318.57		0.986	1.000	1
Money Market Funds										
4242	10008	East West Bank MM	09/01/2016	19,398,438.58	19,398,438.58	19,398,438.58	0.150	0.147	0.150	1
2142	10117	Invesco Gov't & Agency-Res	01/25/2019	0.00	0.00	0.00	0.030	0.029	0.030	1
026	10199	NexBank ICS	01/19/2022	5,014,863.42	5,014,863.42	5,014,863.42	1.200	1.183	1.200	1
Subtotal and Average				24,413,302.00	24,413,302.00	24,413,302.00		0.361	0.366	1
Bank Accounts										
5446	10003	BBVA-PNC Business Checking	09/01/2016	960.85	960.85	960.85				1
8172	10004	Frost Bk Public Fund Checking	09/01/2016	4,205,599.35	4,205,599.35	4,205,599.35				1
8156	10005	Frost Bk Public Fund Checking	09/01/2016	45,737.88	45,737.88	45,737.88				1
380B	10205	Texas Capital Bank Public Chkg	03/22/2022	207,124.09	207,124.09	207,124.09	0.150	0.147	0.150	1
Subtotal and Average				4,459,422.17	4,459,422.17	4,459,422.17		0.007	0.007	1
Total Investments and Average				166,165,973.86	166,824,249.85	163,099,178.55		0.861	0.873	350

Fund GO16PK - GO 2016 - Parks
Investments by Fund
June 30, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20161	10026	TexStar	11/22/2016	0.00	0.00	0.00				1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Total Investments and Average				0.00	0.00	0.00		0.000	0.000	0

**Fund GO16SC - GO 2016 - Senior Center
Investments by Fund
June 30, 2022**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20160	10025	TexStar	11/22/2016	103,471.80	103,471.80	103,471.80	0.985	0.971	0.985	1
Subtotal and Average				103,471.80	103,471.80	103,471.80		0.972	0.985	1
Total Investments and Average				103,471.80	103,471.80	103,471.80		0.972	0.985	1

Fund GO16TR - GO 2016 - Transportation
Investments by Fund
June 30, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20162	10027	TexStar	11/22/2016	379,957.91	379,957.91	379,957.91	0.985	0.971	0.985	1
Subtotal and Average				379,957.91	379,957.91	379,957.91		0.972	0.985	1
Total Investments and Average				379,957.91	379,957.91	379,957.91		0.972	0.985	1

**Fund GO18PK - GO 2018 - Parks
Investments by Fund
June 30, 2022**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
TexStar										
20182	10106	TexStar	11/06/2018	288,177.27	288,177.27	288,177.27	0.985	0.971	0.985	1
Subtotal and Average				288,177.27	288,177.27	288,177.27		0.972	0.985	1
Total Investments and Average				288,177.27	288,177.27	288,177.27		0.972	0.985	1

Fund GO18REC - GO 2018 - Rec Center
Investments by Fund
June 30, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Treasury Coupon Securities											
912828R69	10207	T Note	04/25/2022	1,493,753.12	1,500,000.00	1,482,715.50	1.625	2.058	2.086	05/31/2023	334
Subtotal and Average				1,493,753.12	1,500,000.00	1,482,715.50		2.058	2.087		334
TexStar											
20180	10107	TexStar	11/06/2018	378,079.40	378,079.40	378,079.40	0.985	0.971	0.985		1
Subtotal and Average				378,079.40	378,079.40	378,079.40		0.972	0.985		1
Total Investments and Average				1,871,832.52	1,878,079.40	1,860,794.90		1.839	1.864		266

**Fund GO18SC - GO 2018 - Senior Center
Investments by Fund
June 30, 2022**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Federal Agency Coupon Securities										
3130AQCM3	10192	FHLB Call Note	12/20/2021	1,500,000.00	1,500,000.00	1,433,073.68	1.000	0.986	1.000	12/20/2024 903
Subtotal and Average				1,500,000.00	1,500,000.00	1,433,073.68		0.986	1.000	903
TexStar										
20183	10108	TexStar	11/06/2018	2,310,261.31	2,310,261.31	2,310,261.31	0.985	0.971	0.985	1
Subtotal and Average				2,310,261.31	2,310,261.31	2,310,261.31		0.972	0.985	1
Total Investments and Average				3,810,261.31	3,810,261.31	3,743,334.99		0.977	0.991	356

Fund GO18TR - GO 2018 - Transportation
Investments by Fund
June 30, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Treasury Coupon Securities										
912828R69	10208	T Note	04/25/2022	4,979,177.06	5,000,000.00	4,942,385.00	1.625	2.058	2.086	05/31/2023 334
Subtotal and Average				4,979,177.06	5,000,000.00	4,942,385.00		2.058	2.087	334
TexStar										
20181	10109	TexStar	11/06/2018	2,639,910.13	2,639,910.13	2,639,910.13	0.985	0.971	0.985	1
Subtotal and Average				2,639,910.13	2,639,910.13	2,639,910.13		0.972	0.985	1
Total Investments and Average				7,619,087.19	7,639,910.13	7,582,295.13		1.682	1.705	218

Fund PIDCS - PID Crystal Springs
Investments by Fund
June 30, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BOK Financial - MM Funds										
822864	10118	Cavanal Hill Govt Sec (APCXX)	10/01/2021	1,102,439.33	1,102,439.33	1,102,439.33	0.850	0.838	0.850	1
Subtotal and Average				1,102,439.33	1,102,439.33	1,102,439.33		0.838	0.850	1
Total Investments and Average				1,102,439.33	1,102,439.33	1,102,439.33		0.838	0.850	1

Fund PIDDBN - PID Deerbrooke NIA
Investments by Fund
June 30, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BOK Financial - MM Funds										
822454	10119	Federated Govt Oblg (GORXX)	10/01/2021	566,050.30	566,050.30	566,050.30	0.890	0.877	0.890	1
Subtotal and Average				566,050.30	566,050.30	566,050.30		0.878	0.890	1
Texpool										
60000012	10147	Texpool	01/30/2020	9.99	9.99	9.99				1
Subtotal and Average				9.99	9.99	9.99		0.000	0.000	1
Total Investments and Average				566,060.29	566,060.29	566,060.29		0.878	0.890	1

Fund PIDDBS - PID Deerbrooke SIA
Investments by Fund
June 30, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BOK Financial - MM Funds										
822451	10120	Federated Govt Oblg (GORXX)	10/01/2021	1,339,576.28	1,339,576.28	1,339,576.28	0.890	0.877	0.890	1
Subtotal and Average				1,339,576.28	1,339,576.28	1,339,576.28		0.878	0.890	1
Texpool										
60000011	10124	Texpool	03/06/2019	74.07	74.07	74.07	1.001	0.987	1.001	1
Subtotal and Average				74.07	74.07	74.07		0.988	1.001	1
Total Investments and Average				1,339,650.35	1,339,650.35	1,339,650.35		0.878	0.890	1

Fund PIDOC - PID Oak Creek
Investments by Fund
June 30, 2022

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
BOK Financial - MM Funds										
829908	10121	Cavanal Hill Govt Sec (APCXX)	10/01/2021	591,731.56	591,731.56	591,731.56	0.890	0.877	0.890	1
Subtotal and Average				591,731.56	591,731.56	591,731.56		0.878	0.890	1
Total Investments and Average				591,731.56	591,731.56	591,731.56		0.878	0.890	1

City of Leander, Texas
Cash Reconciliation Report
For the Period April 1, 2022 - June 30, 2022
Grouped by Fund

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
Certs of Obligation 2016											
06/20/2022	10194	CO2016	Interest	3130AQC3	2,500,000.00	FHLBC 2.5M 1.00% Mat. 12/20/2024	12/20/2024	0.00	12,500.00	0.00	12,500.00
Subtotal								0.00	12,500.00	0.00	12,500.00
Certs of Obligation 2018A											
04/25/2022	10206	CO2018A	Purchase	912828R69	1,000,000.00	TNOTE 1.0M 1.63% Mat. 05/31/2023	05/31/2023	-995,000.00	-6,517.86	0.00	-1,001,517.86
05/31/2022	10206	CO2018A	Interest	912828R69	1,000,000.00	TNOTE 1.0M 1.63% Mat. 05/31/2023	05/31/2023	0.00	8,125.00	0.00	8,125.00
Subtotal								-995,000.00	1,607.14	0.00	-993,392.86
Certs of Obligation 2022A											
05/31/2022	10211	CO2022A	Purchase	22533UPH0	5,500,000.00	CRAGCP 5.5M 2.39% Mat.	02/17/2023	-5,404,333.61	0.00	0.00	-5,404,333.61
06/03/2022	10213	CO2022A	Purchase	3130A0F70	5,500,000.00	FHLB 5.5M 3.38% Mat. 12/08/2023	12/08/2023	-5,568,750.00	-90,234.38	0.00	-5,658,984.38
06/03/2022	10215	CO2022A	Purchase	3130A1XJ2	5,500,000.00	FHLB 5.5M 2.88% Mat. 06/14/2024	06/14/2024	-5,522,000.00	-74,230.90	0.00	-5,596,230.90
06/08/2022	10213	CO2022A	Interest	3130A0F70	5,500,000.00	FHLB 5.5M 3.38% Mat. 12/08/2023	12/08/2023	0.00	92,812.50	0.00	92,812.50
06/14/2022	10215	CO2022A	Interest	3130A1XJ2	5,500,000.00	FHLB 5.5M 2.88% Mat. 06/14/2024	06/14/2024	0.00	79,062.50	0.00	79,062.50
Subtotal								-16,495,083.61	7,409.72	0.00	-16,487,673.89
Certs of Obligation 2022B											
06/03/2022	10214	CO2022B	Purchase	3130A0F70	5,000,000.00	FHLB 5.0M 3.38% Mat. 12/08/2023	12/08/2023	-5,062,500.00	-82,031.25	0.00	-5,144,531.25
06/03/2022	10216	CO2022B	Purchase	3130A1XJ2	5,000,000.00	FHLB 5.0M 2.88% Mat. 06/14/2024	06/14/2024	-5,020,000.00	-67,482.64	0.00	-5,087,482.64
06/06/2022	10217	CO2022B	Purchase	62479MPT4	8,000,000.00	MUFGCP 8.0M 0.00% Mat.	02/27/2023	-7,859,906.67	0.00	0.00	-7,859,906.67
06/08/2022	10214	CO2022B	Interest	3130A0F70	5,000,000.00	FHLB 5.0M 3.38% Mat. 12/08/2023	12/08/2023	0.00	84,375.00	0.00	84,375.00
06/14/2022	10216	CO2022B	Interest	3130A1XJ2	5,000,000.00	FHLB 5.0M 2.88% Mat. 06/14/2024	06/14/2024	0.00	71,875.00	0.00	71,875.00
Subtotal								-17,942,406.67	6,736.11	0.00	-17,935,670.56
General Consolidated											
04/01/2022	10164	GEN	Interest	59333NN90	2,000,000.00	MIAMI 2.0M 0.38% Mat. 04/01/2023	04/01/2023	0.00	3,750.00	0.00	3,750.00
04/01/2022	10166	GEN	Interest	419792ZH2	1,000,000.00	HAWAII 1.0M 0.43% Mat.	10/01/2022	0.00	2,145.00	0.00	2,145.00
04/01/2022	10167	GEN	Interest	419792ZJ8	1,125,000.00	HAWAII 1.1M 0.57% Mat.	10/01/2023	0.00	3,211.88	0.00	3,211.88
04/01/2022	10182	GEN	Maturity	53948BD14	5,000,000.00	LLOYDS 5.0M 0.00% Mat.	04/01/2022	0.00	0.00	5,000,000.00	5,000,000.00
04/04/2022	10188	GEN	Interest	31422XMV1	5,000,000.00	FAMCAC 5.0M 0.50% Mat.	10/04/2024	0.00	12,500.00	0.00	12,500.00
04/05/2022	10173	GEN	Interest	3133EMVD1	5,000,000.00	FFCBC 5.0M 0.33% Mat. 04/05/2024	04/05/2024	0.00	8,250.00	0.00	8,250.00
04/13/2022	10165	GEN	Interest	3133EMCQ3	5,000,000.00	FFCBC 5.0M 0.28% Mat. 10/13/2023	10/13/2023	0.00	7,000.00	0.00	7,000.00
04/15/2022	10176	GEN	Interest	3130ALVY7	5,000,000.00	FHLBC 5.0M 0.40% Mat. 04/15/2024	04/15/2024	0.00	10,000.00	0.00	10,000.00
04/29/2022	10184	GEN	Maturity	78009BDV1	5,000,000.00	RBCCP 5.0M 0.00% Mat. 04/29/2022	04/29/2022	0.00	0.00	5,000,000.00	5,000,000.00
05/18/2022	10209	GEN	Purchase	91282CDM0	5,000,000.00	TNOTE 5.0M 0.50% Mat. 11/30/2023	11/30/2023	-4,855,468.75	-11,607.14	0.00	-4,867,075.89
05/20/2022	10210	GEN	Purchase	912828T26	5,000,000.00	TNOTE 5.0M 1.38% Mat. 09/30/2023	09/30/2023	-4,932,812.50	-9,392.08	0.00	-4,942,204.58
05/24/2022	10180	GEN	Interest	3130AMEZ1	5,000,000.00	FHLBC 5.0M 0.40% Mat. 05/24/2024	05/24/2024	0.00	10,000.00	0.00	10,000.00

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 Report Ver. 7.3.6.1

City of Leander, Texas
Cash Reconciliation Report
For the Period April 1, 2022 - June 30, 2022

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Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
General Consolidated											
05/31/2022	10209	GEN	Interest	91282CDM0	5,000,000.00	TNOTE 5.0M 0.50% Mat. 11/30/2023	11/30/2023	0.00	12,500.00	0.00	12,500.00
06/09/2022	10191	GEN	Interest	3133ENGQ7	5,000,000.00	FFCB 5.0M 0.92% Mat. 12/09/2024	12/09/2024	0.00	23,000.00	0.00	23,000.00
06/20/2022	10193	GEN	Interest	3130AQM3	1,000,000.00	FHLBC 1.0M 1.00% Mat. 12/20/2024	12/20/2024	0.00	5,000.00	0.00	5,000.00
06/28/2022	10181	GEN	Interest	3130AMT85	5,000,000.00	FHLBC 5.0M 0.40% Mat. 06/28/2024	06/28/2024	0.00	10,000.00	0.00	10,000.00
Subtotal								-9,788,281.25	86,357.66	10,000,000.00	298,076.41
GO 2018 - Rec Center											
04/25/2022	10207	GO18REC	Purchase	912828R69	1,500,000.00	TNOTE 1.5M 1.63% Mat. 05/31/2023	05/31/2023	-1,492,500.00	-9,776.79	0.00	-1,502,276.79
05/31/2022	10207	GO18REC	Interest	912828R69	1,500,000.00	TNOTE 1.5M 1.63% Mat. 05/31/2023	05/31/2023	0.00	12,187.50	0.00	12,187.50
Subtotal								-1,492,500.00	2,410.71	0.00	-1,490,089.29
GO 2018 - Senior Center											
06/20/2022	10192	GO18SC	Interest	3130AQM3	1,500,000.00	FHLBC 1.5M 1.00% Mat. 12/20/2024	12/20/2024	0.00	7,500.00	0.00	7,500.00
Subtotal								0.00	7,500.00	0.00	7,500.00
GO 2018 - Transportation											
04/01/2022	10183	GO18TR	Maturity	53948BD14	4,000,000.00	LLOYDS 4.0M 0.17% Mat.	04/01/2022	0.00	0.00	4,000,000.00	4,000,000.00
04/25/2022	10208	GO18TR	Purchase	912828R69	5,000,000.00	TNOTE 5.0M 1.63% Mat. 05/31/2023	05/31/2023	-4,975,000.00	-32,589.29	0.00	-5,007,589.29
05/31/2022	10208	GO18TR	Interest	912828R69	5,000,000.00	TNOTE 5.0M 1.63% Mat. 05/31/2023	05/31/2023	0.00	40,625.00	0.00	40,625.00
Subtotal								-4,975,000.00	8,035.71	4,000,000.00	-966,964.29
Total								-51,688,271.53	132,557.05	14,000,000.00	-37,555,714.48



**City of Leander, Texas
Purchases Report
Sorted by Fund - Fund
April 1, 2022 - June 30, 2022**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
Certs of Obligation 2018A													
912828R69	10206	CO2018A	TRC	TNOTE	1,000,000.00	04/25/2022	05/31 - 11/30	995,000.00	Received	1.625	05/31/2023	2.087	995,835.41
Subtotal					1,000,000.00			995,000.00	0.00				
Certs of Obligation 2022A													
60000014	10212	CO2022A	RRP	TXPOOL	20,500,000.00	05/26/2022	/ - Monthly	20,500,000.00		0.623		0.623	368,164.35
22533UPH0	10211	CO2022A	ACP	CRAGCP	5,500,000.00	05/31/2022	02/17 - At Maturity	5,404,333.61		2.390	02/17/2023	2.462	5,415,652.92
3130A0F70	10213	CO2022A	FAC	FHLB	5,500,000.00	06/03/2022	06/08 - 12/08	5,568,750.00	Received	3.375	12/08/2023	2.528	5,565,217.89
3130A1XJ2	10215	CO2022A	FAC	FHLB	5,500,000.00	06/03/2022	06/14 - 12/14	5,522,000.00	Received	2.875	06/14/2024	2.671	5,521,157.32
Subtotal					37,000,000.00			36,995,083.61	0.00				
Certs of Obligation 2022B													
3130A0F70	10214	CO2022B	FAC	FHLB	5,000,000.00	06/03/2022	06/08 - 12/08	5,062,500.00	Received	3.375	12/08/2023	2.528	5,059,288.99
3130A1XJ2	10216	CO2022B	FAC	FHLB	5,000,000.00	06/03/2022	06/14 - 12/14	5,020,000.00	Received	2.875	06/14/2024	2.671	5,019,233.93
62479MPT4	10217	CO2022B	ACP	MUFGCP	8,000,000.00	06/06/2022	02/27 - At Maturity	7,859,906.67			02/27/2023	2.441	7,873,073.34
Subtotal					18,000,000.00			17,942,406.67	0.00				
General Consolidated													
91282CDM0	10209	GEN	TRC	TNOTE	5,000,000.00	05/18/2022	05/31 - 11/30	4,855,468.75	Received	0.500	11/30/2023	2.429	4,866,804.53
912828T26	10210	GEN	TRC	TNOTE	5,000,000.00	05/20/2022	09/30 - 03/31	4,932,812.50	9,392.08	1.375	09/30/2023	2.382	4,938,478.92
Subtotal					10,000,000.00			9,788,281.25	9,392.08				
GO 2018 - Rec Center													
912828R69	10207	GO18REC	TRC	TNOTE	1,500,000.00	04/25/2022	05/31 - 11/30	1,492,500.00	Received	1.625	05/31/2023	2.087	1,493,753.12
Subtotal					1,500,000.00			1,492,500.00	0.00				
GO 2018 - Transportation													
912828R69	10208	GO18TR	TRC	TNOTE	5,000,000.00	04/25/2022	05/31 - 11/30	4,975,000.00	Received	1.625	05/31/2023	2.087	4,979,177.06
Subtotal					5,000,000.00			4,975,000.00	0.00				
Total Purchases					72,500,000.00			72,188,271.53	9,392.08				

Received = Accrued Interest at Purchase was received by report ending date.



MEEDER
PUBLIC FUNDS | PATTERSON GROUP

City of Leander, Texas
Maturity Report
Sorted by Maturity Date
Receipts during April 1, 2022 - June 30, 2022

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
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CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
53948BD14	10182	GEN	ACP	LLOYDS	5,000,000.00	04/01/2022	07/14/2021		5,000,000.00	0.00	5,000,000.00	0.00
53948BD14	10183	GO18TR	ACP	LLOYDS	4,000,000.00	04/01/2022	07/14/2021	0.170	4,000,000.00	0.00	4,000,000.00	0.00
78009BDV1	10184	GEN	ACP	RBCCP	5,000,000.00	04/29/2022	08/05/2021		5,000,000.00	0.00	5,000,000.00	0.00
Total Maturities					14,000,000.00				14,000,000.00	0.00	14,000,000.00	0.00

City of Leander, Texas
Interest Earnings
Sorted by Fund - Fund
April 1, 2022 - June 30, 2022
Yield on Average Book Value

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746

										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: ARPA 2021												
60000013	10187	ARPA21	RRP	2,834,882.32	2,830,345.92	2,831,371.67		1.001	0.643	4,536.40	0.00	4,536.40
			Subtotal	2,834,882.32	2,830,345.92	2,831,371.67			0.643	4,536.40	0.00	4,536.40
Fund: Certs of Obligation 2016												
20163	10028	CO2016	RR2	2,226,208.05	2,722,382.47	2,242,960.65		0.985	0.648	3,623.39	0.00	3,623.39
3130AQM3	10194	CO2016	FAC	2,500,000.00	2,500,000.00	2,500,000.00	12/20/2024	1.000	1.003	6,250.00	0.00	6,250.00
			Subtotal	4,726,208.05	5,222,382.47	4,742,960.65			0.835	9,873.39	0.00	9,873.39
Fund: Certs of Obligation 2018A												
20184	10104	CO2018A	RR2	2,850,489.89	2,273,725.27	3,255,338.57		0.985	0.611	4,959.35	0.00	4,959.35
912828R69	10206	CO2018A	TRC	1,000,000.00	0.00	732,894.55	05/31/2023	1.625	2.090	2,983.51	835.41	3,818.92
			Subtotal	3,850,489.89	2,273,725.27	3,988,233.12			0.883	7,942.86	835.41	8,778.27
Fund: Certs of Obligation 2018B												
20185	10105	CO2018B	RR2	475,008.75	740,267.69	564,171.21		0.985	0.600	844.58	0.00	844.58
			Subtotal	475,008.75	740,267.69	564,171.21			0.600	844.58	0.00	844.58
Fund: Certs of Obligation 2021												
20210	10171	CO2021	RR2	980,555.15	73.37	2,373,891.64		0.985	0.820	4,852.51	0.00	4,852.51
			Subtotal	980,555.15	73.37	2,373,891.64			0.820	4,852.51	0.00	4,852.51
Fund: Certs of Obligation 2022A												
22533UPH0	10211	CO2022A	ACP	5,500,000.00	0.00	1,843,026.93	02/17/2023	2.390	2.463	0.00	11,319.31	11,319.31
60000014	10212	CO2022A	RRP	368,164.35	0.00	1,469,847.24		1.001	0.740	2,713.24	0.00	2,713.24
3130A0F70	10213	CO2022A	FAC	5,500,000.00	0.00	1,712,898.73	12/08/2023	3.375	2.554	14,437.50	-3,532.11	10,905.39
3130A1XJ2	10215	CO2022A	FAC	5,500,000.00	0.00	1,698,942.65	06/14/2024	2.875	2.705	12,298.61	-842.68	11,455.93
			Subtotal	16,868,164.35	0.00	6,724,715.55			2.171	29,449.35	6,944.52	36,393.87

City of Leander, Texas
Interest Earnings
April 1, 2022 - June 30, 2022

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										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Certs of Obligation 2022B												
3130A0F70	10214	CO2022B	FAC	5,000,000.00	0.00	1,557,180.66	12/08/2023	3.375	2.554	13,125.00	-3,211.01	9,913.99
3130A1XJ2	10216	CO2022B	FAC	5,000,000.00	0.00	1,544,493.32	06/14/2024	2.875	2.705	11,180.55	-766.07	10,414.48
62479MPT4	10217	CO2022B	ACP	8,000,000.00	0.00	2,161,195.97	02/27/2023		2.444	0.00	13,166.67	13,166.67
			Subtotal	18,000,000.00	0.00	5,262,869.95			2.553	24,305.55	9,189.59	33,495.14
Fund: Debt Service												
60000003	10017	DS	RRP	16,368,555.20	17,011,371.94	16,641,015.30		1.001	0.636	26,406.28	0.00	26,406.28
			Subtotal	16,368,555.20	17,011,371.94	16,641,015.30			0.636	26,406.28	0.00	26,406.28
Fund: General Consolidated												
5446	10003	GEN	RR5	960.85	490.85	627.55				0.00	0.00	0.00
8172	10004	GEN	RR5	4,205,599.35	6,806,569.10	4,978,920.01				0.00	0.00	0.00
8156	10005	GEN	RR5	45,737.88	29,346.57	40,408.41				0.00	0.00	0.00
4242	10008	GEN	RR4	19,398,438.58	19,391,185.88	19,393,708.93		0.150	0.150	7,252.70	0.00	7,252.70
1168	10011	GEN	RR3	1,114,318.57	1,112,483.80	1,112,900.85		1.000	0.661	1,834.77	0.00	1,834.77
11890	10013	GEN	RR2	1,316,772.82	1,314,637.84	1,315,136.54		0.985	0.651	2,134.98	0.00	2,134.98
23010	10014	GEN	RR2	4,825.65	4,084.02	4,787.40		0.985	0.653	7.79	0.00	7.79
60000001	10015	GEN	RRP	1,595,453.74	1,592,900.80	1,593,478.04		1.001	0.643	2,552.94	0.00	2,552.94
60000002	10016	GEN	RRP	28,298,629.94	16,242,565.84	26,539,219.50		1.001	0.667	44,128.34	0.00	44,128.34
60000005	10018	GEN	RRP	161,175.45	160,917.60	160,975.90		1.001	0.642	257.85	0.00	257.85
60000008	10019	GEN	RRP	324,092.97	323,574.30	323,691.58		1.001	0.643	518.67	0.00	518.67
60000009	10020	GEN	RRP	11,256.54	11,238.45	11,242.56		1.001	0.645	18.09	0.00	18.09
59333NN90	10164	GEN	MC1	2,000,000.00	2,000,000.00	2,000,000.00	04/01/2023	0.375	0.376	1,875.00	0.00	1,875.00
3133EMCQ3	10165	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	10/13/2023	0.280	0.281	3,500.00	0.00	3,500.00
419792ZH2	10166	GEN	MC1	1,000,000.00	1,000,000.00	1,000,000.00	10/01/2022	0.429	0.430	1,072.50	0.00	1,072.50
419792ZJ8	10167	GEN	MC1	1,125,000.00	1,125,000.00	1,125,000.00	10/01/2023	0.571	0.573	1,605.94	0.00	1,605.94
3130ALJ70	10172	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	03/12/2024	0.400	0.401	5,000.00	0.00	5,000.00
3133EMVD1	10173	GEN	FAC	5,000,000.00	4,999,930.56	4,999,998.86	04/05/2024	0.330	0.336	4,125.00	69.44	4,194.44
3130ALVY7	10176	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	04/15/2024	0.400	0.401	5,000.00	0.00	5,000.00
3130AMEZ1	10180	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	05/24/2024	0.400	0.401	5,000.00	0.00	5,000.00
3130AMT85	10181	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	06/28/2024	0.400	0.401	5,000.00	0.00	5,000.00
53948BD14	10182	GEN	ACP	0.00	5,000,000.00	0.00	04/01/2022			0.00	0.00	0.00
78009BDV1	10184	GEN	ACP	0.00	4,999,416.67	1,538,375.00	04/29/2022		0.152	0.00	583.33	583.33
3130ANNS5	10186	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2024	0.500	0.501	6,250.00	0.00	6,250.00
31422XMV1	10188	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	10/04/2024	0.500	0.501	6,250.00	0.00	6,250.00
3133ENGQ7	10191	GEN	FAC	5,000,000.00	4,999,103.70	4,999,145.98	12/09/2024	0.920	0.929	11,500.00	83.34	11,583.34
3130AQCM3	10193	GEN	FAC	1,000,000.00	1,000,000.00	1,000,000.00	12/20/2024	1.000	1.003	2,500.00	0.00	2,500.00

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City of Leander, Texas
Interest Earnings
April 1, 2022 - June 30, 2022

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										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Consolidated												
912828ZD5	10195	GEN	TRC	5,000,000.00	4,997,930.70	4,998,204.22	03/15/2023	0.500	0.540	6,182.07	541.11	6,723.18
91282CBE0	10196	GEN	TRC	5,000,000.00	4,930,643.55	4,935,521.83	01/15/2024	0.125	0.912	1,571.14	9,650.52	11,221.66
91282CCN9	10197	GEN	TRC	5,000,000.00	4,951,851.22	4,956,408.51	07/31/2023	0.125	0.857	1,571.13	9,015.51	10,586.64
3133ENML1	10198	GEN	FAC	5,000,000.00	5,000,000.00	5,000,000.00	04/27/2023	0.740	0.742	9,250.00	0.00	9,250.00
026	10199	GEN	RR4	5,014,863.42	5,004,151.78	5,006,992.29		1.200	0.858	10,711.64	0.00	10,711.64
91282CBN0	10200	GEN	TRC	5,000,000.00	4,956,874.37	4,962,831.67	02/28/2023	0.125	1.077	1,545.51	11,785.08	13,330.59
91282CCU3	10201	GEN	TRC	5,000,000.00	4,915,034.13	4,922,593.96	08/31/2023	0.125	1.345	1,545.51	14,955.31	16,500.82
91282CBM2	10202	GEN	TRC	5,000,000.00	4,877,868.91	4,886,070.41	02/15/2024	0.125	1.461	1,571.14	16,224.71	17,795.85
9128282U3	10203	GEN	TRC	5,000,000.00	4,956,111.40	4,958,397.78	08/31/2024	1.875	2.241	23,182.75	4,523.06	27,705.81
91282CAK7	10204	GEN	TRC	5,000,000.00	4,860,357.77	4,872,432.09	09/15/2023	0.125	2.094	1,545.52	23,886.17	25,431.69
380B	10205	GEN	RR5	207,124.09	5,006,987.46	365,297.13		0.150	0.150	136.63	0.00	136.63
91282CDM0	10209	GEN	TRC	5,000,000.00	0.00	2,350,501.98	11/30/2023	0.500	2.448	3,010.35	11,335.78	14,346.13
912828T26	10210	GEN	TRC	5,000,000.00	0.00	2,278,021.46	09/30/2023	1.375	2.387	7,889.34	5,666.42	13,555.76
Subtotal				166,824,249.85	161,571,257.27	161,685,835.50			0.733	187,097.30	108,319.78	295,417.08
Fund: GO 2016 - Senior Center												
20160	10025	GO16SC	RR2	103,471.80	103,304.05	103,343.24		0.985	0.651	167.75	0.00	167.75
Subtotal				103,471.80	103,304.05	103,343.24			0.651	167.75	0.00	167.75
Fund: GO 2016 - Transportation												
20162	10027	GO16TR	RR2	379,957.91	384,196.71	379,645.75		0.985	0.651	616.20	0.00	616.20
Subtotal				379,957.91	384,196.71	379,645.75			0.651	616.20	0.00	616.20
Fund: GO 2018 - Parks												
20182	10106	GO18PK	RR2	288,177.27	287,710.02	287,819.16		0.985	0.651	467.25	0.00	467.25
Subtotal				288,177.27	287,710.02	287,819.16			0.651	467.25	0.00	467.25
Fund: GO 2018 - Rec Center												
20180	10107	GO18REC	RR2	378,079.40	369,530.05	720,121.31		0.985	0.494	886.46	0.00	886.46
912828R69	10207	GO18REC	TRC	1,500,000.00	0.00	1,099,341.82	05/31/2023	1.625	2.090	4,475.26	1,253.12	5,728.38
Subtotal				1,878,079.40	369,530.05	1,819,463.14			1.458	5,361.72	1,253.12	6,614.84
Fund: GO 2018 - Senior Center												
20183	10108	GO18SC	RR2	2,310,261.31	1,806,472.39	2,290,884.98		0.985	0.654	3,734.63	0.00	3,734.63
3130AQCM3	10192	GO18SC	FAC	1,500,000.00	1,500,000.00	1,500,000.00	12/20/2024	1.000	1.003	3,750.00	0.00	3,750.00
Subtotal				3,810,261.31	3,306,472.39	3,790,884.98			0.792	7,484.63	0.00	7,484.63

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City of Leander, Texas
Interest Earnings
April 1, 2022 - June 30, 2022

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										Adjusted Interest Earnings		
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: GO 2018 - Transportation												
20181	10109	GO18TR	RR2	2,639,910.13	5,631,711.83	3,881,541.89		0.985	0.544	5,263.39	0.00	5,263.39
53948BD14	10183	GO18TR	ACP	0.00	4,000,000.00	0.00	04/01/2022	0.170		0.00	0.00	0.00
912828R69	10208	GO18TR	TRC	5,000,000.00	0.00	3,664,472.75	05/31/2023	1.625	2.090	14,917.54	4,177.06	19,094.60
			Subtotal	7,639,910.13	9,631,711.83	7,589,970.68			1.287	20,180.93	4,177.06	24,357.99
Fund: PID Crystal Springs												
822864	10118	PIDCS	LA2	1,102,439.33	1,103,406.40	1,103,710.27		0.850	0.213	587.04	0.00	587.04
			Subtotal	1,102,439.33	1,103,406.40	1,103,710.27			0.213	587.04	0.00	587.04
Fund: PID Deerbrooke NIA												
822454	10119	PIDDBN	LA2	566,050.30	424,839.51	517,993.00		0.890	0.240	309.76	0.00	309.76
60000012	10147	PIDDBN	RRP	9.99	5.07	3,090.76			0.638	4.92	0.00	4.92
			Subtotal	566,060.29	424,844.58	521,083.76			0.242	314.68	0.00	314.68
Fund: PID Deerbrooke SIA												
822451	10120	PIDDBS	LA2	1,339,576.28	1,064,068.86	1,227,784.37		0.890	0.240	734.81	0.00	734.81
60000011	10124	PIDDBS	RRP	74.07	528,631.59	233,655.46		1.001	0.351	204.57	0.00	204.57
			Subtotal	1,339,650.35	1,592,700.45	1,461,439.83			0.258	939.38	0.00	939.38
Fund: PID Oak Creek												
829908	10121	PIDOC	LA2	591,731.56	591,155.00	591,493.86		0.890	0.222	327.89	0.00	327.89
			Subtotal	591,731.56	591,155.00	591,493.86			0.222	327.89	0.00	327.89
Total				248,627,852.91	207,444,455.41	222,463,919.26			0.834	331,755.69	130,719.48	462,475.17

City of Leander, Texas
Amortization Schedule
April 1, 2022 - June 30, 2022
Sorted By Fund - Fund

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

Investment #		Maturity Date	Beginning Par Value				Amounts Amortized			
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 04/01/2022	Amount Amortized This Period	Amt Amortized Through 06/30/2022	Amount Unamortized Through 06/30/2022
Certs of Obligation 2018A										
10206	CO2018A	05/31/2023	1,000,000.00	995,000.00	-5,000.00	995,835.41	0.00	835.41	835.41	-4,164.59
T Note			1.625				-5,000.00			
	Subtotal			995,000.00	-5,000.00	995,835.41	0.00	835.41	835.41	-4,164.59
							-5,000.00			
Certs of Obligation 2022A										
10211	CO2022A	02/17/2023	5,500,000.00	5,404,333.61	-95,666.39	5,415,652.92	0.00	11,319.31	11,319.31	-84,347.08
Credit Agricole CP			2.390				-95,666.39			
10213	CO2022A	12/08/2023	5,500,000.00	5,568,750.00	68,750.00	5,565,217.89	0.00	-3,532.11	-3,532.11	65,217.89
FHLB Note			3.375				68,750.00			
10215	CO2022A	06/14/2024	5,500,000.00	5,522,000.00	22,000.00	5,521,157.32	0.00	-842.68	-842.68	21,157.32
FHLB Note			2.875				22,000.00			
	Subtotal			16,495,083.61	-4,916.39	16,502,028.13	0.00	6,944.52	6,944.52	2,028.13
							-4,916.39			
Certs of Obligation 2022B										
10214	CO2022B	12/08/2023	5,000,000.00	5,062,500.00	62,500.00	5,059,288.99	0.00	-3,211.01	-3,211.01	59,288.99
FHLB Note			3.375				62,500.00			
10216	CO2022B	06/14/2024	5,000,000.00	5,020,000.00	20,000.00	5,019,233.93	0.00	-766.07	-766.07	19,233.93
FHLB Note			2.875				20,000.00			
10217	CO2022B	02/27/2023	8,000,000.00	7,859,906.67	-140,093.33	7,873,073.34	0.00	13,166.67	13,166.67	-126,926.66
MUFG Bank CP							-140,093.33			
	Subtotal			17,942,406.67	-57,593.33	17,951,596.26	0.00	9,189.59	9,189.59	-48,403.74
							-57,593.33			
General Consolidated										
10191	GEN	12/09/2024	5,000,000.00	4,999,000.00	-1,000.00	4,999,187.04	103.70	83.34	187.04	-812.96
FFCB Note			0.920				-896.30			
10165	GEN	10/13/2023	5,000,000.00	4,994,350.00	-5,650.00	5,000,000.00	5,650.00	0.00	5,650.00	0.00
FFCB Call Note		10/13/2021	0.280				0.00			
10173	GEN	04/05/2024	5,000,000.00	4,993,750.00	-6,250.00	5,000,000.00	6,180.56	69.44	6,250.00	0.00
FFCB Call Note		04/05/2022	0.330				-69.44			
10164	GEN	04/01/2023	2,000,000.00	1,994,780.00	-5,220.00	2,000,000.00	5,220.00	0.00	5,220.00	0.00
Miami-Dade County FL		10/01/2021	0.375				0.00			

City of Leander, Texas
Amortization Schedule
April 1, 2022 - June 30, 2022

Page 2

Investment #		Maturity Date	Beginning Par Value				Amounts Amortized			
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 04/01/2022	Amount Amortized This Period	Amt Amortized Through 06/30/2022	Amount Unamortized Through 06/30/2022
General Consolidated										
10184	GEN	04/29/2022	5,000,000.00	4,994,437.50	-5,562.50	0.00	4,979.17	583.33	5,562.50	0.00
Royal Bank of Canada CP							-583.33			
10195	GEN	03/15/2023	5,000,000.00	4,997,460.94	-2,539.06	4,998,471.81	469.76	541.11	1,010.87	-1,528.19
T Note							0.500			
							-2,069.30			
10196	GEN	01/15/2024	5,000,000.00	4,922,265.63	-77,734.37	4,940,294.07	8,377.92	9,650.52	18,028.44	-59,705.93
T Note							0.125			
							-69,356.45			
10197	GEN	07/31/2023	5,000,000.00	4,945,312.50	-54,687.50	4,960,866.73	6,538.72	9,015.51	15,554.23	-39,133.27
T Note							0.125			
							-48,148.78			
10200	GEN	02/28/2023	5,000,000.00	4,951,953.13	-48,046.87	4,968,659.45	4,921.24	11,785.08	16,706.32	-31,340.55
T Note							0.125			
							-43,125.63			
10201	GEN	08/31/2023	5,000,000.00	4,908,789.06	-91,210.94	4,929,989.44	6,245.07	14,955.31	21,200.38	-70,010.56
T Note							0.125			
							-84,965.87			
10202	GEN	02/15/2024	5,000,000.00	4,871,093.75	-128,906.25	4,894,093.62	6,775.16	16,224.71	22,999.87	-105,906.38
T Note							0.125			
							-122,131.09			
10203	GEN	08/31/2024	5,000,000.00	4,955,664.06	-44,335.94	4,960,634.46	447.34	4,523.06	4,970.40	-39,365.54
T Note							1.875			
							-43,888.60			
10204	GEN	09/15/2023	5,000,000.00	4,859,570.31	-140,429.69	4,884,243.94	787.46	23,886.17	24,673.63	-115,756.06
T Note							0.125			
							-139,642.23			
10209	GEN	11/30/2023	5,000,000.00	4,855,468.75	-144,531.25	4,866,804.53	0.00	11,335.78	11,335.78	-133,195.47
T Note							0.500			
							-144,531.25			
10210	GEN	09/30/2023	5,000,000.00	4,932,812.50	-67,187.50	4,938,478.92	0.00	5,666.42	5,666.42	-61,521.08
T Note							1.375			
							-67,187.50			
Subtotal				71,176,708.13	-823,291.87	66,341,724.01	56,696.10	108,319.78	165,015.88	-658,275.99
							-766,595.77			
GO 2018 - Rec Center										
10207	GO18REC	05/31/2023	1,500,000.00	1,492,500.00	-7,500.00	1,493,753.12	0.00	1,253.12	1,253.12	-6,246.88
T Note							1.625			
							-7,500.00			
Subtotal				1,492,500.00	-7,500.00	1,493,753.12	0.00	1,253.12	1,253.12	-6,246.88
							-7,500.00			
GO 2018 - Transportation										
10208	GO18TR	05/31/2023	5,000,000.00	4,975,000.00	-25,000.00	4,979,177.06	0.00	4,177.06	4,177.06	-20,822.94
T Note							1.625			
							-25,000.00			
Subtotal				4,975,000.00	-25,000.00	4,979,177.06	0.00	4,177.06	4,177.06	-20,822.94
							-25,000.00			
Total				113,076,698.41	-923,301.59	108,264,113.99	56,696.10	130,719.48	187,415.58	-735,886.01
							-866,605.49			



City of Leander, Texas
Projected Cashflow Report
Sorted by Monthly
For the Period July 1, 2022 - January 31, 2023

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
July 2022										
07/12/2022	10172	GEN	3130ALJ70	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
07/15/2022	10176	GEN	3130ALVY7	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
07/15/2022	10196	GEN	91282CBE0	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
07/27/2022	10198	GEN	3133ENML1	Interest	FFCB Call Note	0.00	0.00	0.00	18,500.00	18,500.00
07/27/2022	10198	GEN	3133ENML1	Call	FFCB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
07/31/2022	10197	GEN	91282CCN9	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
Total for July 2022						15,000,000.00	15,000,000.00	15,000,000.00	24,750.00	15,024,750.00
August 2022										
08/15/2022	10202	GEN	91282CBM2	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
08/24/2022	10180	GEN	3130AMEZ1	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
08/28/2022	10186	GEN	3130ANNS5	Interest	FHLB Call Note	0.00	0.00	0.00	12,500.00	12,500.00
08/28/2022	10186	GEN	3130ANNS5	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
08/31/2022	10200	GEN	91282CBN0	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
08/31/2022	10201	GEN	91282CCU3	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
08/31/2022	10203	GEN	912828U3	Interest	T Note	0.00	0.00	0.00	46,875.00	46,875.00
Total for August 2022						10,000,000.00	10,000,000.00	10,000,000.00	68,750.00	10,068,750.00
September 2022										
09/12/2022	10172	GEN	3130ALJ70	Interest	FHLB Call Note	0.00	0.00	0.00	10,000.00	10,000.00
09/15/2022	10195	GEN	912828ZD5	Interest	T Note	0.00	0.00	0.00	12,500.00	12,500.00
09/15/2022	10204	GEN	91282CAK7	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
09/28/2022	10181	GEN	3130AMT85	Call	FHLB Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00
09/30/2022	10210	GEN	912828T26	Interest	T Note	0.00	0.00	0.00	34,375.00	34,375.00
Total for September 2022						5,000,000.00	5,000,000.00	5,000,000.00	60,000.00	5,060,000.00
October 2022										
10/01/2022	10164	GEN	59333NN90	Interest	Miami-Dade County FL	0.00	0.00	0.00	3,750.00	3,750.00
10/01/2022	10164	GEN	59333NN90	Call	Miami-Dade County FL	2,000,000.00	1,994,780.00	2,000,000.00	0.00	2,000,000.00
10/01/2022	10166	GEN	419792ZH2	Maturity	State of Hawaii	1,000,000.00	1,000,000.00	1,000,000.00	2,145.00	1,002,145.00
10/01/2022	10167	GEN	419792ZJ8	Interest	State of Hawaii	0.00	0.00	0.00	3,211.88	3,211.88
10/04/2022	10188	GEN	31422XMV1	Interest	FRMAC Call Note	0.00	0.00	0.00	12,500.00	12,500.00
10/04/2022	10188	GEN	31422XMV1	Call	FRMAC Call Note	5,000,000.00	5,000,000.00	5,000,000.00	0.00	5,000,000.00

City of Leander, Texas
Projected Cashflow Report
For the Period July 1, 2022 - January 31, 2023

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Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
October 2022										
10/05/2022	10173	GEN	3133EMVD1	Interest	FFCB Call Note	0.00	0.00	0.00	8,250.00	8,250.00
10/13/2022	10165	GEN	3133EMCQ3	Interest	FFCB Call Note	0.00	0.00	0.00	7,000.00	7,000.00
10/15/2022	10176	GEN	3130ALVY7	Interest	FHLB Call Note	0.00	0.00	0.00	10,000.00	10,000.00
Total for October 2022						8,000,000.00	7,994,780.00	8,000,000.00	46,856.88	8,046,856.88
November 2022										
11/24/2022	10180	GEN	3130AMEZ1	Interest	FHLB Call Note	0.00	0.00	0.00	10,000.00	10,000.00
11/30/2022	10206	CO2018A	912828R69	Interest	T Note	0.00	0.00	0.00	8,125.00	8,125.00
11/30/2022	10207	GO18REC	912828R69	Interest	T Note	0.00	0.00	0.00	12,187.50	12,187.50
11/30/2022	10208	GO18TR	912828R69	Interest	T Note	0.00	0.00	0.00	40,625.00	40,625.00
11/30/2022	10209	GEN	91282CDM0	Interest	T Note	0.00	0.00	0.00	12,500.00	12,500.00
Total for November 2022						0.00	0.00	0.00	83,437.50	83,437.50
December 2022										
12/08/2022	10213	CO2022A	3130A0F70	Interest	FHLB Note	0.00	0.00	0.00	92,812.50	92,812.50
12/08/2022	10214	CO2022B	3130A0F70	Interest	FHLB Note	0.00	0.00	0.00	84,375.00	84,375.00
12/09/2022	10191	GEN	3133ENGQ7	Interest	FFCB Note	0.00	0.00	0.00	23,000.00	23,000.00
12/14/2022	10215	CO2022A	3130A1XJ2	Interest	FHLB Note	0.00	0.00	0.00	79,062.50	79,062.50
12/14/2022	10216	CO2022B	3130A1XJ2	Interest	FHLB Note	0.00	0.00	0.00	71,875.00	71,875.00
12/20/2022	10192	GO18SC	3130AQC3	Interest	FHLB Call Note	0.00	0.00	0.00	7,500.00	7,500.00
12/20/2022	10192	GO18SC	3130AQC3	Call	FHLB Call Note	1,500,000.00	1,500,000.00	1,500,000.00	0.00	1,500,000.00
12/20/2022	10193	GEN	3130AQC3	Interest	FHLB Call Note	0.00	0.00	0.00	5,000.00	5,000.00
12/20/2022	10193	GEN	3130AQC3	Call	FHLB Call Note	1,000,000.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00
12/20/2022	10194	CO2016	3130AQC3	Interest	FHLB Call Note	0.00	0.00	0.00	12,500.00	12,500.00
12/20/2022	10194	CO2016	3130AQC3	Call	FHLB Call Note	2,500,000.00	2,500,000.00	2,500,000.00	0.00	2,500,000.00
12/28/2022	10181	GEN	3130AMT85	Interest	FHLB Call Note	0.00	0.00	0.00	10,000.00	10,000.00
Total for December 2022						5,000,000.00	5,000,000.00	5,000,000.00	386,125.00	5,386,125.00
January 2023										
01/15/2023	10196	GEN	91282CBE0	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
01/27/2023	10198	GEN	3133ENML1	Interest	FFCB Call Note	0.00	0.00	0.00	18,500.00	18,500.00
01/31/2023	10197	GEN	91282CCN9	Interest	T Note	0.00	0.00	0.00	3,125.00	3,125.00
Total for January 2023						0.00	0.00	0.00	24,750.00	24,750.00
GRAND TOTALS:						43,000,000.00	42,994,780.00	43,000,000.00	694,669.38	43,694,669.38

City of Leander, Texas
Texas Compliance Change in Val Report
Sorted by Fund
April 1, 2022 - June 30, 2022

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Fund: ARPA 2021									
10187	TXPOOL	ARPA21	09/02/2021	4,536.40	2,830,345.92	4,536.40	0.00	4,536.40	2,834,882.32
60000013	2,834,882.32	1.001	/ /	4,536.40	2,830,345.92	4,536.40	0.00	4,536.40	2,834,882.32
Sub Totals For: Fund: ARPA 2021				4,536.40	2,830,345.92	4,536.40	0.00	4,536.40	2,834,882.32
				4,536.40	2,830,345.92	4,536.40	0.00	4,536.40	2,834,882.32
Fund: Certs of Obligation									
10028	TXSTAR	CO2016	11/22/2016	3,623.39	2,722,382.47	3,623.39	499,797.81	-496,174.42	2,226,208.05
20163	2,226,208.05	0.985	/ /	3,623.39	2,722,382.47	3,623.39	499,797.81	-496,174.42	2,226,208.05
10194	FHLBC	CO2016	12/20/2021	6,250.00	2,500,000.00	0.00	0.00	0.00	2,500,000.00
3130AQC3	2,500,000.00	1.000	12/20/2024	12,500.00	2,412,838.05	0.00	0.00	-24,381.92	2,388,456.13
Sub Totals For: Fund: Certs of Obligation				9,873.39	5,222,382.47	3,623.39	499,797.81	-496,174.42	4,726,208.05
				16,123.39	5,135,220.52	3,623.39	499,797.81	-520,556.34	4,614,664.18
Fund: Certs of Obligation									
10104	TXSTAR	CO2018A	11/06/2018	4,959.35	2,273,725.27	2,136,330.46	1,559,565.84	576,764.62	2,850,489.89
20184	2,850,489.89	0.985	/ /	4,959.35	2,273,725.27	2,136,330.46	1,559,565.84	576,764.62	2,850,489.89
10206	TNOTE	CO2018A	04/25/2022	2,983.51	0.00	995,000.00	0.00	995,835.41	995,835.41
912828R69	1,000,000.00	2.086	05/31/2023	1,607.14	0.00	995,000.00	0.00	988,477.00	988,477.00
Sub Totals For: Fund: Certs of Obligation				7,942.86	2,273,725.27	3,131,330.46	1,559,565.84	1,572,600.03	3,846,325.30
				6,566.49	2,273,725.27	3,131,330.46	1,559,565.84	1,565,241.62	3,838,966.89
Fund: Certs of Obligation									
10105	TXSTAR	CO2018B	11/06/2018	844.58	740,267.69	844.58	266,103.52	-265,258.94	475,008.75
20185	475,008.75	0.985	/ /	844.58	740,267.69	844.58	266,103.52	-265,258.94	475,008.75
Sub Totals For: Fund: Certs of Obligation				844.58	740,267.69	844.58	266,103.52	-265,258.94	475,008.75
				844.58	740,267.69	844.58	266,103.52	-265,258.94	475,008.75

Portfolio LEND

City of Leander, Texas
Texas Compliance Change in Val Report
April 1, 2022 - June 30, 2022

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Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Fund: Certs of Obligation									
10171	TXSTAR	CO2021	01/14/2021	4,852.51	73.37	31,505,999.83	30,525,518.05	980,481.78	980,555.15
20210	980,555.15	0.985	/ /	4,852.51	73.37	31,505,999.83	30,525,518.05	980,481.78	980,555.15
Sub Totals For: Fund: Certs of Obligation				4,852.51	73.37	31,505,999.83	30,525,518.05	980,481.78	980,555.15
				4,852.51	73.37	31,505,999.83	30,525,518.05	980,481.78	980,555.15
Fund: Certs of Obligation									
10211	CRAGCP	CO2022A	05/31/2022	0.00	0.00	5,404,333.61	0.00	5,415,652.92	5,415,652.92
22533UPH0	5,500,000.00	2.462	02/17/2023	0.00	0.00	5,404,333.61	0.00	5,385,616.50	5,385,616.50
10212	TXPOOL	CO2022A	05/26/2022	2,713.24	0.00	20,502,713.24	20,134,548.89	368,164.35	368,164.35
60000014	368,164.35	1.001	/ /	2,713.24	0.00	20,502,713.24	20,134,548.89	368,164.35	368,164.35
10213	FHLB	CO2022A	06/03/2022	14,437.50	0.00	5,568,750.00	0.00	5,565,217.89	5,565,217.89
3130A0F70	5,500,000.00	2.528	12/08/2023	2,578.12	0.00	5,568,750.00	0.00	5,531,231.37	5,531,231.37
10215	FHLB	CO2022A	06/03/2022	12,298.61	0.00	5,522,000.00	0.00	5,521,157.32	5,521,157.32
3130A1XJ2	5,500,000.00	2.671	06/14/2024	4,831.60	0.00	5,522,000.00	0.00	5,484,662.21	5,484,662.21
Sub Totals For: Fund: Certs of Obligation				29,449.35	0.00	36,997,796.85	20,134,548.89	16,870,192.48	16,870,192.48
				10,122.96	0.00	36,997,796.85	20,134,548.89	16,769,674.43	16,769,674.43
Fund: Certs of Obligation									
10214	FHLB	CO2022B	06/03/2022	13,125.00	0.00	5,062,500.00	0.00	5,059,288.99	5,059,288.99
3130A0F70	5,000,000.00	2.528	12/08/2023	2,343.75	0.00	5,062,500.00	0.00	5,028,392.15	5,028,392.15
10216	FHLB	CO2022B	06/03/2022	11,180.55	0.00	5,020,000.00	0.00	5,019,233.93	5,019,233.93
3130A1XJ2	5,000,000.00	2.671	06/14/2024	4,392.36	0.00	5,020,000.00	0.00	4,986,056.55	4,986,056.55
10217	MUFGCP	CO2022B	06/06/2022	0.00	0.00	7,859,906.67	0.00	7,873,073.34	7,873,073.34
62479MPT4	8,000,000.00	2.441	02/27/2023	0.00	0.00	7,859,906.67	0.00	7,831,728.00	7,831,728.00
Sub Totals For: Fund: Certs of Obligation				24,305.55	0.00	17,942,406.67	0.00	17,951,596.26	17,951,596.26
				6,736.11	0.00	17,942,406.67	0.00	17,846,176.70	17,846,176.70
Fund: Debt Service									

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Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10017	TXPOOL	DS	09/01/2016	26,406.28	17,011,371.94	301,789.37	944,606.11	-642,816.74	16,368,555.20
60000003	16,368,555.20	1.001	/ /	26,406.28	17,011,371.94	301,789.37	944,606.11	-642,816.74	16,368,555.20
Sub Totals For: Fund: Debt Service				26,406.28	17,011,371.94	301,789.37	944,606.11	-642,816.74	16,368,555.20
				26,406.28	17,011,371.94	301,789.37	944,606.11	-642,816.74	16,368,555.20
Fund: General Consolidated									
10003	BBVAPC	GEN	09/01/2016	0.00	490.85	610.00	140.00	470.00	960.85
5446	960.85	0.000	/ /	0.00	490.85	610.00	140.00	470.00	960.85
10004	FBPFC	GEN	09/01/2016	0.00	6,806,569.10	102,112,800.79	104,713,770.54	-2,600,969.75	4,205,599.35
8172	4,205,599.35	0.000	/ /	0.00	6,806,569.10	102,112,800.79	104,713,770.54	-2,600,969.75	4,205,599.35
10005	FBPFC	GEN	09/01/2016	0.00	29,346.57	37,165.24	20,773.93	16,391.31	45,737.88
8156	45,737.88	0.000	/ /	0.00	29,346.57	37,165.24	20,773.93	16,391.31	45,737.88
10008	EWBMM	GEN	09/01/2016	7,252.70	19,391,185.88	7,252.70	0.00	7,252.70	19,398,438.58
4242	19,398,438.58	0.150	/ /	7,252.70	19,391,185.88	7,252.70	0.00	7,252.70	19,398,438.58
10011	TXTERM	GEN	09/01/2016	1,834.77	1,112,483.80	1,834.77	0.00	1,834.77	1,114,318.57
1168	1,114,318.57	1.000	/ /	1,834.77	1,112,483.80	1,834.77	0.00	1,834.77	1,114,318.57
10013	TXSTAR	GEN	09/01/2016	2,134.98	1,314,637.84	2,134.98	0.00	2,134.98	1,316,772.82
11890	1,316,772.82	0.985	/ /	2,134.98	1,314,637.84	2,134.98	0.00	2,134.98	1,316,772.82
10014	TXSTAR	GEN	09/01/2016	7.79	4,084.02	770,007.79	769,266.16	741.63	4,825.65
23010	4,825.65	0.985	/ /	7.79	4,084.02	770,007.79	769,266.16	741.63	4,825.65
10015	TXPOOL	GEN	09/01/2016	2,552.94	1,592,900.80	2,552.94	0.00	2,552.94	1,595,453.74
60000001	1,595,453.74	1.001	/ /	2,552.94	1,592,900.80	2,552.94	0.00	2,552.94	1,595,453.74
10016	TXPOOL	GEN	09/01/2016	44,128.34	16,242,565.84	21,831,447.19	9,775,383.09	12,056,064.10	28,298,629.94
60000002	28,298,629.94	1.001	/ /	44,128.34	16,242,565.84	21,831,447.19	9,775,383.09	12,056,064.10	28,298,629.94
10018	TXPOOL	GEN	09/01/2016	257.85	160,917.60	257.85	0.00	257.85	161,175.45
60000005	161,175.45	1.001	/ /	257.85	160,917.60	257.85	0.00	257.85	161,175.45
10019	TXPOOL	GEN	09/01/2016	518.67	323,574.30	518.67	0.00	518.67	324,092.97
60000008	324,092.97	1.001	/ /	518.67	323,574.30	518.67	0.00	518.67	324,092.97

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10020	TXPOOL	GEN	09/01/2016	18.09	11,238.45	18.09	0.00	18.09	11,256.54
60000009	11,256.54	1.001	/ /	18.09	11,238.45	18.09	0.00	18.09	11,256.54
10117	INVESC	GEN	01/25/2019	0.00	0.00	0.00	0.00	0.00	0.00
2142	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
10164	MIAMI	GEN	09/30/2020	1,875.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00
59333NN90	2,000,000.00	0.480	04/01/2023	3,750.00	1,971,020.00	0.00	0.00	-12,160.00	1,958,860.00
10165	FFCBC	GEN	10/15/2020	3,500.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3133EMCQ3	5,000,000.00	0.317	10/13/2023	7,000.00	4,867,061.55	0.00	0.00	-36,106.40	4,830,955.15
10166	HAWAII	GEN	10/29/2020	1,072.50	1,000,000.00	0.00	0.00	0.00	1,000,000.00
419792ZH2	1,000,000.00	0.428	10/01/2022	2,145.00	995,770.00	0.00	0.00	700.00	996,470.00
10167	HAWAII	GEN	10/29/2020	1,605.94	1,125,000.00	0.00	0.00	0.00	1,125,000.00
419792ZJ8	1,125,000.00	0.570	10/01/2023	3,211.88	1,098,056.25	0.00	0.00	-6,963.75	1,091,092.50
10172	FHLBC	GEN	03/12/2021	5,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130ALJ70	5,000,000.00	0.400	03/12/2024	0.00	4,812,938.20	0.00	0.00	-29,790.45	4,783,147.75
10173	FFCBC	GEN	04/05/2021	4,125.00	4,999,930.56	0.00	0.00	69.44	5,000,000.00
3133EMVD1	5,000,000.00	0.371	04/05/2024	8,250.00	4,804,274.20	0.00	0.00	-29,543.55	4,774,730.65
10176	FHLBC	GEN	04/15/2021	5,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130ALVY7	5,000,000.00	0.400	04/15/2024	10,000.00	4,805,405.00	0.00	0.00	-30,306.50	4,775,098.50
10180	FHLBC	GEN	05/28/2021	5,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130AMEZ1	5,000,000.00	0.400	05/24/2024	10,000.00	4,783,648.70	0.00	0.00	-30,851.75	4,752,796.95
10181	FHLBC	GEN	06/28/2021	5,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130AMT85	5,000,000.00	0.400	06/28/2024	10,000.00	4,808,261.95	0.00	0.00	-36,216.65	4,772,045.30
10182	LLOYDS	GEN	07/14/2021	0.00	5,000,000.00	0.00	5,000,000.00	-5,000,000.00	0.00
53948BD14	0.00	0.000	04/01/2022	0.00	4,999,950.00	0.00	5,000,000.00	-4,999,950.00	0.00
10184	RBCCP	GEN	08/05/2021	0.00	4,999,416.67	0.00	5,000,000.00	-4,999,416.67	0.00
78009BDV1	0.00	0.000	04/29/2022	0.00	4,998,340.00	0.00	5,000,000.00	-4,998,340.00	0.00

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10186	FHLBC	GEN	08/30/2021	6,250.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3130ANNS5	5,000,000.00	0.500	08/28/2024	0.00	4,799,965.70	0.00	0.00	-39,942.05	4,760,023.65
10188	FAMCAC	GEN	10/04/2021	6,250.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
31422XMV1	5,000,000.00	0.500	10/04/2024	12,500.00	4,747,492.30	0.00	0.00	-37,184.20	4,710,308.10
10189	TCBICS	GEN	10/08/2021	0.00	0.00	0.00	0.00	0.00	0.00
380	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
10191	FFCB	GEN	12/09/2021	11,500.00	4,999,103.70	0.00	0.00	83.34	4,999,187.04
3133ENGQ7	5,000,000.00	0.926	12/09/2024	23,000.00	4,809,884.55	0.00	0.00	-48,814.85	4,761,069.70
10193	FHLBC	GEN	12/20/2021	2,500.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00
3130AQCM3	1,000,000.00	1.000	12/20/2024	5,000.00	965,135.22	0.00	0.00	-9,752.77	955,382.45
10195	TNOTE	GEN	01/12/2022	6,182.07	4,997,930.70	0.00	0.00	541.11	4,998,471.81
912828ZD5	5,000,000.00	0.543	03/15/2023	0.00	4,946,095.00	0.00	0.00	-23,635.00	4,922,460.00
10196	TNOTE	GEN	01/12/2022	1,571.14	4,930,643.55	0.00	0.00	9,650.52	4,940,294.07
91282CBEO	5,000,000.00	0.908	01/15/2024	0.00	4,813,865.00	0.00	0.00	-23,825.00	4,790,040.00
10197	TNOTE	GEN	01/25/2022	1,571.13	4,951,851.22	0.00	0.00	9,015.51	4,960,866.73
91282CCN9	5,000,000.00	0.852	07/31/2023	0.00	4,876,170.00	0.00	0.00	-24,215.00	4,851,955.00
10198	FFCBC	GEN	01/27/2022	9,250.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3133ENML1	5,000,000.00	0.740	04/27/2023	0.00	4,941,996.20	0.00	0.00	-24,208.20	4,917,788.00
10199	NXBICS	GEN	01/19/2022	10,711.64	5,004,151.78	10,711.64	0.00	10,711.64	5,014,863.42
026	5,014,863.42	1.200	/ /	10,711.64	5,004,151.78	10,711.64	0.00	10,711.64	5,014,863.42
10200	TNOTE	GEN	02/22/2022	1,545.51	4,956,874.37	0.00	0.00	11,785.08	4,968,659.45
91282CBN0	5,000,000.00	1.077	02/28/2023	0.00	4,933,595.00	0.00	0.00	-17,775.00	4,915,820.00
10201	TNOTE	GEN	02/22/2022	1,545.51	4,915,034.13	0.00	0.00	14,955.31	4,929,989.44
91282CCU3	5,000,000.00	1.344	08/31/2023	0.00	4,866,795.00	0.00	0.00	-27,735.00	4,839,060.00
10202	TNOTE	GEN	02/22/2022	1,571.14	4,877,868.91	0.00	0.00	16,224.71	4,894,093.62
91282CBM2	5,000,000.00	1.450	02/15/2024	0.00	4,804,490.00	0.00	0.00	-24,215.00	4,780,275.00

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Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10203	TNOTE	GEN	03/23/2022	23,182.75	4,956,111.40	0.00	0.00	4,523.06	4,960,634.46
9128282U3	5,000,000.00	2.250	08/31/2024	0.00	4,933,985.00	0.00	0.00	-47,655.00	4,886,330.00
10204	TNOTE	GEN	03/29/2022	1,545.52	4,860,357.77	0.00	0.00	23,886.17	4,884,243.94
91282CAK7	5,000,000.00	2.085	09/15/2023	0.00	4,859,960.00	0.00	0.00	-24,805.00	4,835,155.00
10205	TCBPFC	GEN	03/22/2022	136.63	5,006,987.46	136.63	4,800,000.00	-4,799,863.37	207,124.09
380B	207,124.09	0.150	/ /	136.63	5,006,987.46	136.63	4,800,000.00	-4,799,863.37	207,124.09
10209	TNOTE	GEN	05/18/2022	3,010.35	0.00	4,855,468.75	0.00	4,866,804.53	4,866,804.53
91282CDM0	5,000,000.00	2.428	11/30/2023	892.86	0.00	4,855,468.75	0.00	4,833,400.00	4,833,400.00
10210	TNOTE	GEN	05/20/2022	7,889.34	0.00	4,932,812.50	0.00	4,938,478.92	4,938,478.92
912828T26	5,000,000.00	2.381	09/30/2023	0.00	0.00	4,932,812.50	0.00	4,905,665.00	4,905,665.00
Sub Totals For: Fund: General Consolidated				187,097.30	161,571,257.27	134,565,730.53	130,079,333.72	4,594,716.59	166,165,973.86
				165,304.14	159,245,289.11	134,565,730.53	130,079,333.72	3,853,889.44	163,099,178.55
Fund: GO 2016 - Parks									
10026	TXSTAR	GO16PK	11/22/2016	0.00	0.00	0.00	0.00	0.00	0.00
20161	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
Sub Totals For: Fund: GO 2016 - Parks				0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Fund: GO 2016 - Senior Cen									
10025	TXSTAR	GO16SC	11/22/2016	167.75	103,304.05	167.75	0.00	167.75	103,471.80
20160	103,471.80	0.985	/ /	167.75	103,304.05	167.75	0.00	167.75	103,471.80
Sub Totals For: Fund: GO 2016 - Senior Cen				167.75	103,304.05	167.75	0.00	167.75	103,471.80
				167.75	103,304.05	167.75	0.00	167.75	103,471.80
Fund: GO 2016 - Transporta									
10027	TXSTAR	GO16TR	11/22/2016	616.20	384,196.71	616.20	4,855.00	-4,238.80	379,957.91
20162	379,957.91	0.985	/ /	616.20	384,196.71	616.20	4,855.00	-4,238.80	379,957.91
Sub Totals For: Fund: GO 2016 - Transporta				616.20	384,196.71	616.20	4,855.00	-4,238.80	379,957.91
				616.20	384,196.71	616.20	4,855.00	-4,238.80	379,957.91

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Cusip	Par Value	YTM	Mat Date	Interest Received							
Fund: GO 2018 - Parks											
10106	TXSTAR	GO18PK	11/06/2018	467.25	287,710.02		467.25	0.00	467.25	288,177.27	
20182	288,177.27	0.985	/ /	467.25	287,710.02		467.25	0.00	467.25	288,177.27	
Sub Totals For: Fund: GO 2018 - Parks				467.25	287,710.02		467.25	0.00	467.25	288,177.27	
				467.25	287,710.02		467.25	0.00	467.25	288,177.27	
Fund: GO 2018 - Rec Center											
10107	TXSTAR	GO18REC	11/06/2018	886.46	369,530.05		1,510,826.14	1,502,276.79	8,549.35	378,079.40	
20180	378,079.40	0.985	/ /	886.46	369,530.05		1,510,826.14	1,502,276.79	8,549.35	378,079.40	
10207	TNOTE	GO18REC	04/25/2022	4,475.26	0.00		1,492,500.00	0.00	1,493,753.12	1,493,753.12	
912828R69	1,500,000.00	2.086	05/31/2023	2,410.71	0.00		1,492,500.00	0.00	1,482,715.50	1,482,715.50	
Sub Totals For: Fund: GO 2018 - Rec Center				5,361.72	369,530.05		3,003,326.14	1,502,276.79	1,502,302.47	1,871,832.52	
				3,297.17	369,530.05		3,003,326.14	1,502,276.79	1,491,264.85	1,860,794.90	
Fund: GO 2018 - Senior Cen											
10108	TXSTAR	GO18SC	11/06/2018	3,734.63	1,806,472.39		503,788.92	0.00	503,788.92	2,310,261.31	
20183	2,310,261.31	0.985	/ /	3,734.63	1,806,472.39		503,788.92	0.00	503,788.92	2,310,261.31	
10192	FHLBC	GO18SC	12/20/2021	3,750.00	1,500,000.00		0.00	0.00	0.00	1,500,000.00	
3130AQCM3	1,500,000.00	1.000	12/20/2024	7,500.00	1,447,702.83		0.00	0.00	-14,629.15	1,433,073.68	
Sub Totals For: Fund: GO 2018 - Senior Cen				7,484.63	3,306,472.39		503,788.92	0.00	503,788.92	3,810,261.31	
				11,234.63	3,254,175.22		503,788.92	0.00	489,159.77	3,743,334.99	
Fund: GO 2018 - Transporta											
10109	TXSTAR	GO18TR	11/06/2018	5,263.39	5,631,711.83		2,015,787.59	5,007,589.29	-2,991,801.70	2,639,910.13	
20181	2,639,910.13	0.985	/ /	5,263.39	5,631,711.83		2,015,787.59	5,007,589.29	-2,991,801.70	2,639,910.13	
10183	LLOYDS	GO18TR	07/14/2021	0.00	4,000,000.00		0.00	4,000,000.00	-4,000,000.00	0.00	
53948BD14	0.00	0.000	04/01/2022	0.00	3,999,960.00		0.00	4,000,000.00	-3,999,960.00	0.00	
10208	TNOTE	GO18TR	04/25/2022	14,917.54	0.00		4,975,000.00	0.00	4,979,177.06	4,979,177.06	
912828R69	5,000,000.00	2.086	05/31/2023	8,035.71	0.00		4,975,000.00	0.00	4,942,385.00	4,942,385.00	

Portfolio LEND

City of Leander, Texas
Texas Compliance Change in Val Report
April 1, 2022 - June 30, 2022

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Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Sub Totals For: Fund: GO 2018 - Transporta				20,180.93	9,631,711.83	6,990,787.59	9,007,589.29	-2,012,624.64	7,619,087.19
				13,299.10	9,631,671.83	6,990,787.59	9,007,589.29	-2,049,376.70	7,582,295.13
Fund: PID Crystal Springs									
10118	CAVHIL	PIDCS	10/01/2021	587.04	1,103,406.40	1,646.25	2,613.32	-967.07	1,102,439.33
822864	1,102,439.33	0.850	/ /	154.40	1,103,406.40	1,646.25	2,613.32	-967.07	1,102,439.33
Sub Totals For: Fund: PID Crystal Springs				587.04	1,103,406.40	1,646.25	2,613.32	-967.07	1,102,439.33
				154.40	1,103,406.40	1,646.25	2,613.32	-967.07	1,102,439.33
Fund: PID Deerbrooke NIA									
10119	FED	PIDDBN	10/01/2021	309.76	424,839.51	321,365.95	180,155.16	141,210.79	566,050.30
822454	566,050.30	0.890	/ /	76.55	424,839.51	321,365.95	180,155.16	141,210.79	566,050.30
10147	TXPOOL	PIDDBN	01/30/2020	4.92	5.07	280,650.25	280,645.33	4.92	9.99
60000012	9.99	0.000	/ /	4.93	5.07	280,650.25	280,645.33	4.92	9.99
Sub Totals For: Fund: PID Deerbrooke NIA				314.68	424,844.58	602,016.20	460,800.49	141,215.71	566,060.29
				81.48	424,844.58	602,016.20	460,800.49	141,215.71	566,060.29
Fund: PID Deerbrooke SIA									
10120	FED	PIDDBS	10/01/2021	734.81	1,064,068.86	286,234.53	10,727.11	275,507.42	1,339,576.28
822451	1,339,576.28	0.890	/ /	168.15	1,064,068.86	286,234.53	10,727.11	275,507.42	1,339,576.28
10124	TXPOOL	PIDDBS	03/06/2019	204.57	528,631.59	4,183.22	532,740.74	-528,557.52	74.07
60000011	74.07	1.001	/ /	204.57	528,631.59	4,183.22	532,740.74	-528,557.52	74.07
Sub Totals For: Fund: PID Deerbrooke SIA				939.38	1,592,700.45	290,417.75	543,467.85	-253,050.10	1,339,650.35
				372.72	1,592,700.45	290,417.75	543,467.85	-253,050.10	1,339,650.35
Fund: PID Oak Creek									
10121	CAVHIL	PIDOC	10/01/2021	327.89	591,155.00	23,228.96	22,652.40	576.56	591,731.56
829908	591,731.56	0.890	/ /	79.82	591,155.00	23,228.96	22,652.40	576.56	591,731.56
Sub Totals For: Fund: PID Oak Creek				327.89	591,155.00	23,228.96	22,652.40	576.56	591,731.56
				79.82	591,155.00	23,228.96	22,652.40	576.56	591,731.56

Portfolio LEND

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Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
Report Grand Totals:				331,755.69	207,444,455.41	235,870,521.09	195,553,729.08	40,447,511.49	247,891,966.90
				271,263.38	204,978,988.13	235,870,521.09	195,553,729.08	39,406,587.57	244,385,575.70

Disclosures

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Investment advisory services are provided through Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

**Meeder Public Funds
Patterson Group**

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901 S. MoPac Expy
Suite 195
Austin, Texas
78746
800.817.2442



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding the Sullivan Tract Annexation Case 21-A-007 regarding the voluntary annexation of 308 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R356046, R022922, R022921, and R022741; and generally located to the west of the intersection of Oak Creek Road and N. Bagdad Road, Leander, Williamson County, Texas.

BACKGROUND:

A resolution was approved on June 2, 2022 that commenced the voluntary annexation of 308 acres $\pm$ as described above. The resolution set the public hearing for July 7, 2022 and the readings of the ordinance for July 7, 2022 and July 21, 2022. The applicant requested that the second reading be moved to August 18, 2022 in order to allow for the zoning and annexation requests to be reviewed concurrent.

This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes. This annexation will be paired with a zoning application that will run concurrently with the annexation. Approval of this item does not approve the annexation.

HISTORY/TIMELINE:

06/02/2022 - Resolution approved setting the annexation schedule
07/07/2022 - City Council, 1st Public Hearing

APPLICANT/AGENT:

Forestar (USA) Real Estate Group, Inc (Elliot Condos)

RECOMMENDATION:

The City Council unanimously approved this request on July 7, 2022 and approved delaying the second reading to August 18, 2022.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Attachments

1. Resolution
2. Location Exhibit
3. Annexation Schedule
4. Petition
5. Ordinance

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 308 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation;

WHEREAS, after review and consideration of such requests and petition for annexation from the owners of the subject property, the City Council finds that the subject property may be annexed pursuant to §43.0671 of the *Local Government Code*; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The petition for annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft service plan shown in Exhibit “B”, are hereby accepted:

All that certain area of land being 308 acres, more or less, in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes, less and except any property already annexed into the City of Leander, Texas.

A public hearing has been set for the date of **July 7, 2022**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, Exhibit “A” shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of

such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the ____ day of _____, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit “A”

SUBJECT PROPERTY DESCRIPTION

+/- 308 ACRES

**LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF
LEANDER, TEXAS**

Exhibit “B”

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and Forestar (USA) Real Estate Group, Inc. (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that are existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance

with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[SIGNATURE PAGE FOLLOWS]

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20____.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Richard Beverlin, III, City Manager

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

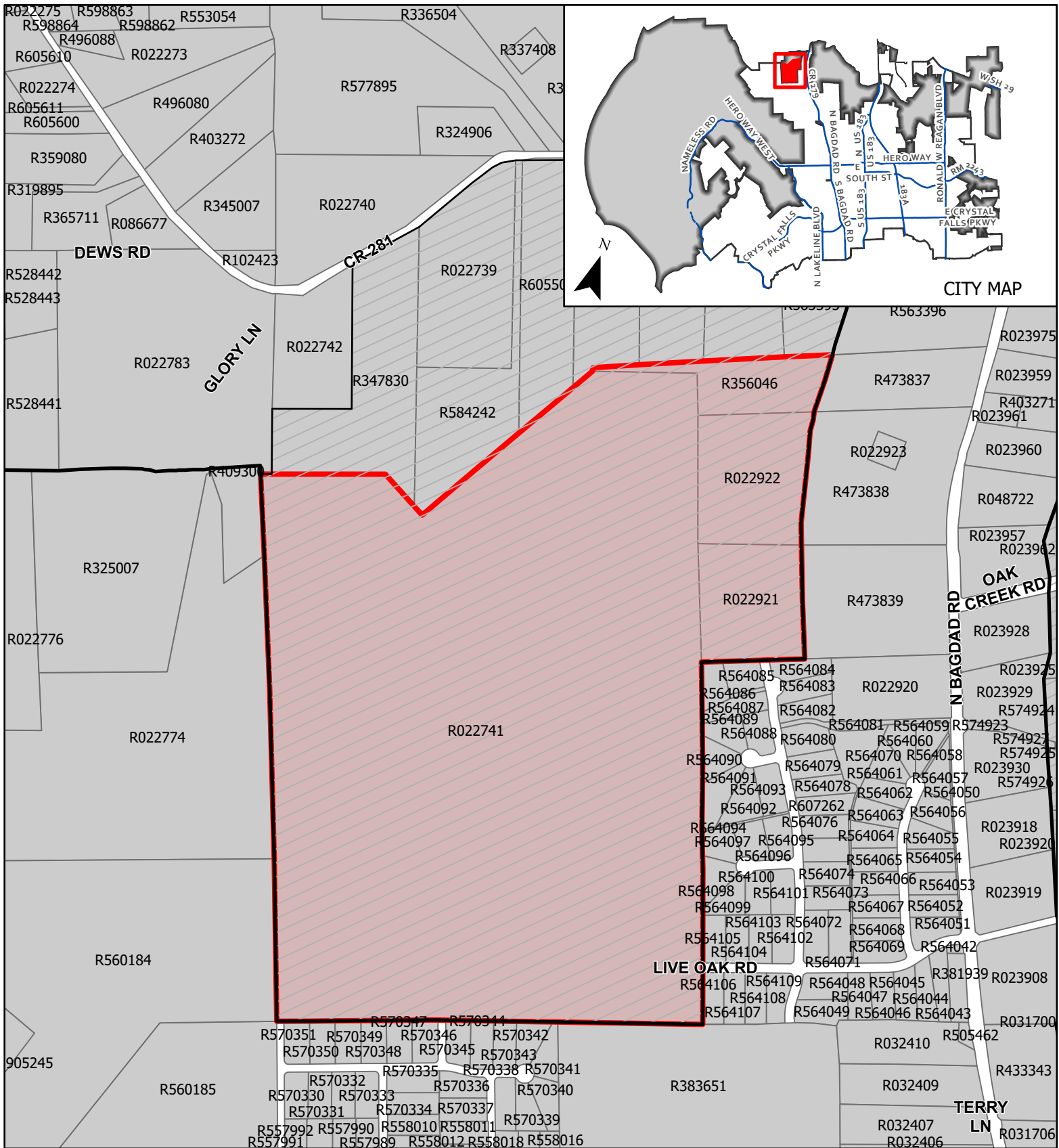
Title: _____

Date: _____

Subject Property Description

**+/- 308 ACRES LESS AND EXCEPT ANY PROPERT ALREADY
ANNEXED INTO THE CITY OF LEANDER, TEXAS**

SEE ATTACHED



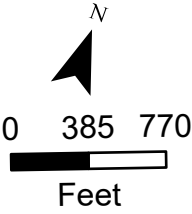
CASE: 21-A-007

EXHIBIT A

SULLIVAN TRACT
ANNEXATION

Site Location

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



- Subject Area
- Leander City Limits
- ETJ

Schedule for Voluntary Annexation SULLIVAN TRACT

DATE	ACTION/EVENT	LEGAL AUTHORITY
Thursday, June 2 2022* Tuesday, May 24, 2022 Council packet deadline	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR July 7, 2022.	Loc. Gov't Code, §43.0671
Thursday, June 23, 2022* Publish notice of Public Hearing. & Send notice to school district and to each public entity. [Noon, Friday, June, 17th 2022 – Deadline to send notice to paper]	NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE. SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u> PUBLIC ENTITY NOTICES. Notify each public entity_ that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson/Travis), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u>	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code, §§43.905 & 43.9051 ; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
Thursday, July 7th, 2022*	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
Thursday, July 7th, 2022* Tuesday, June 28, 2022 – Council packet deadline	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.0673
Thursday, July 21, 2022. Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday, July 12, 2022, – Council packet deadline	SECOND & FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: - County Clerk - County Appraisal District - County Tax Assessor Collector 911 Addressing - Sheriff's Office - City Department Heads - State Comptroller - Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.

***Dates in BOLD are MANDATORY dates to follow. Please advise of schedule deviation.**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain area of land located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov’t. Code* and the request of the property owner, is authorized to annex the subject property;

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov’t. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the subject property, said agreement being attached hereto as **Exhibit “B”** and is incorporated herein for all purposes; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City, and further described as follows:

All that certain area of land being 308 acres, more or less, in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes, less and except any property already annexed into the City of Leander.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit “B”**.

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as **Exhibit “B”**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as **Exhibit “B”**.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ____ day of _____ 20____, with the City Secretary of the City of Leander, Williamson and Travis Counties, Texas.

Petitioners:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____ 20__.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of 20 .

(SEAL)

Notary Public - State of Texas

Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY

+/- 308 ACRES

**LESS AND EXCEPT ANY PROPERTY ALREADY ANNEXED INTO THE CITY OF
LEANDER**

Exhibit “B”

AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and Forestar (USA) Real Estate Group, Inc. (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that are existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City

will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject

property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Richard Beverlin, III, City Manager

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

Subject Property Description

**+/- 308 ACRES LESS AND EXCEPT ANY PROPERTY ALREADY
ANNEXED INTO THE CITY OF LEANDER**

SEE ATTACHED

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 308 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit "B"**.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEMPNER, TEXAS:

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Leander:

All that certain area of land being 308 acres, more or less, in Williamson County, Texas, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit “B”**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as **Exhibit “B”**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 7th day of July, 2022.

FINALLY PASSED AND APPROVED on this 18th day of August, 2022.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit “A”

(SEE ATTACHED)

Exhibit “B”

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

[Insert executed Agreement]



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case 21-Z-030 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) and LO-2-B (Local Office) on nine (9) parcels of land approximately 308.288 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R356046, R473837, R022920-R022923, R473838, R473839, and R022941; and generally located to the west of the intersection of Oak Creek Road and N. Bagdad Road, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission approved the request during the July 14, 2022 meeting with a 3 to 1 vote (Commissioner May opposing).

HISTORY/TIMELINE:

07/07/2022 - Public Hearing & 1st Reading of the Ordinance for Annexation

07/14/2022 - Planning & Zoning Commission, 1st Public Hearing

08/04/2022 - City Council, 2nd Public Hearing & 1st Reading of the Zoning Ordinance, Final Reading of the Comprehensive Plan Amendment Ordinance

APPLICANT/AGENT:

BGE, Inc (John Kim) on behalf of Forestar (USA) Real Estate Group, Inc (Jeff Scott)

RECOMMENDATION:

The City Council unanimously approved the zoning request and comprehensive plan amendment during the August 4, 2022 meeting.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Attachments

1. Planning Analysis
2. Current Zoning
3. Future Land Use Map
4. Public Notification
5. Proposed Zoning
6. Aerial
7. Proposed Future Land Use Map
8. Letter of Intent
9. Neighborhood Outreach
10. Zoning Ordinance
11. P&Z Minutes



PLANNING ANALYSIS

COMPREHENSIVE PLAN AMENDMENT CASE 21-CPA-009 AND ZONING CASE 21-Z-030 SULLIVAN TRACT

GENERAL INFORMATION

Owner/Agent:	BGE, Inc (John Kim) on behalf of Forestar (USA) Real Estate Group, Inc (Jeff Scott).
Current Zoning:	Interim SFR-1-B (Single-Family Rural) ETJ (Extra Territorial Jurisdiction)
Proposed Zoning:	SFR-2-B (Single-Family Rural) LO-2-B (Local Office)
Current Future Land Use Category:	Multi-Use Corridor
Proposed Future Land Use Category:	Neighborhood Residential
Size and Location:	The property is located generally located to the west of the intersection of Oak Creek Road and N Bagdad Road, including approximately 308.288 acres.
Staff Contact:	Michael Chenausky AICP, Planner

APPLICANT REQUEST

The applicant has submitted a request to amend the Comprehensive Plan Future Land Use Map to change the designated land use from Multi-Use Corridor to Neighborhood Residential. This request would only affect the northern portion of the subject area that fronts Bagdad Rd., to allow for a majority of the subdivision to be developed as Single-Family Rural. A portion of the area fronting on Bagdad Rd. is proposed to remain in the Multi-Use Corridor.

This Comprehensive Plan Amendment also includes a request to amend the Transportation Master Plan to reclassify Live Oak Rd. from a Residential Collector class roadway to a Residential Street.

The zoning change request includes proposing to change the designated zoning district of their property in order to develop a residential subdivision with local office along Bagdad Rd.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 3*
- ☐ ☒ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 4*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

The applicant is proposing approximately 293 acres of residential and 14 acres of local office. The current Future Land Use Map designates the area along Bagdad Rd. as Multi-Use Corridor which limits the residential to 40% of the subject area within the Multi-Use Corridor. Residential within the Multi-Use Corridor should be secondary to commercial but typically will be medium-density attached residential (attached single-family, cottage housing, townhouses), the Single-Family Rural zoning is not a permitted land use type in the Multi-Use Corridor.

The applicants requested Future Land use change from Multi-Use Corridor to Neighborhood Residential will allow the zoning request to be compliant with the Future Land Use map.

The applicant has worked with staff to change the project from a high density residential development to a lower density project. The original proposal included 1,108 units ranging from single-family townhouses to single-family estate. The new proposal includes zoning that allows for acreage lots.

SITE INFORMATION:**ABUTTING ZONING AND LAND USE:**

	ZONING	LAND USE
NORTH	ETJ	Undeveloped or large lot residential
EAST	SFR-2-B, ETJ	Whitt Ranch subdivision
SOUTH	SFR-2-A	Greatwood subdivision
WEST	Interim SFR-1-B	Undeveloped or large lot residential and Leander Estates

SURROUNDING AREA:

This property is located north on N. Bagdad Rd. of and south of CR 281.

PHYSICAL AND NATURAL FEATURES:

This property contains significant tree cover which will be subject to the Leander Tree preservation requirements.

PROPERTY HISTORY:

This property includes a request for annexation the City of Leander.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- No previous zoning cases.

MAJOR CORRIDORS:

This property has access onto N. Bagdad Rd., Live Oak Rd., and the future extension of Lakeline Blvd.

TRANSPORTATION PLAN REQUIREMENTS:

Bagdad Rd. is a major arterial road which falls under the Multi-Use Corridor classification on the Future Land Use map.

The table below includes the proposed streets within the development. These streets have not been reviewed and are subject to change during the review process.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Bagdad Rd.	Arterial	Commercial corridor	126' ROW 6 Lane 10' Sidewalk
Lakeline Blvd	Arterial	Residential corridor	100' ROW 4 Lane 10' Sidewalk

The Comprehensive Plan Amendment includes reclassifying Live Oak Rd from a Residential Collector to a Residential Street classification (figure 1). This change will reduce the size of the roadway as well as allow for homes to front onto Live Oak Road.

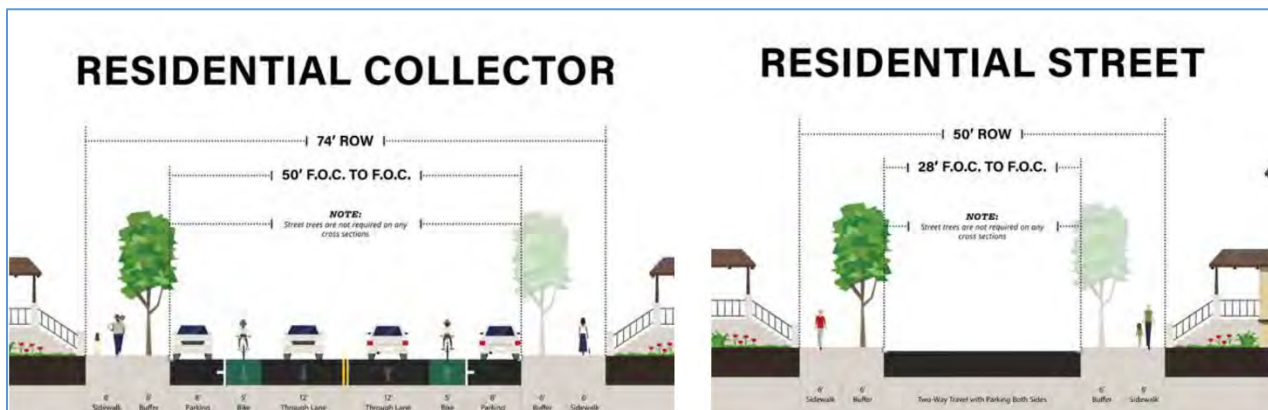


Figure 1 Residential Collector and Residential Street Profile

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No previous subdivision cases.

EXISTING UTILITIES:

This property has access to water (figure 2), and will need to extend utilities through the property. Wastewater is not available to the property.

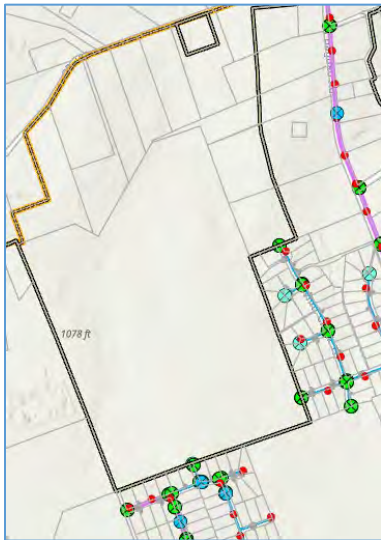


Figure 2 Waterline

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:
USE COMPONENT**SFR – SINGLE-FAMILY RURAL:**

Features: 1 acre lot min.; 1,600 square foot living area min.

Intent: Development of single-family detached dwellings on lots one acre or larger in size and for other uses that are compatible and complimentary to large lot and very low density residential development. The purpose of this component is to provide regulations to preserve rural character and maintain and protect the City's single-family residences and neighborhoods in an area with larger lot sizes. This component is also intended to preserve the larger tracts of land for future economic development in accordance with the Comprehensive Plan, while permitting rural/agricultural uses on the land to continue.

LO – LOCAL OFFICE:

Features: Office, assisted living, day care. Hours of operation: 7:00 a.m. to 10:00 Sun.-Thurs., 7:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a collector or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development.

SITE COMPONENT**TYPE 2:**

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

- (1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
- (2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
- (3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
- (4) This component is intended to be utilized with LO, LC, GC, HC, and HI use components when adjacent to residential districts and additional compatibility standards are warranted.
- (5) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.
- (6) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT**TYPE B:**

Features: 4 or more architectural features.

Intent:

- (1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.
- (2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
- (3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.
- (4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN:**Applicable Comprehensive Plan goal statements**

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
- Consider the impacts of economic development in all aspects of City decision-making and operations.

Applicable Future Land Use categories**NEIGHBORHOOD RESIDENTIAL**

- The Neighborhood Residential land use category is intended to be developed primarily as new single-family detached residential subdivisions with associated amenities, such as parks, trails, open space areas, and elementary schools. These areas are intended to have a mix of suburban and auto-oriented development character which are primarily found in the form of detached residential lots.

Architectural styles, building height and massing are relatively uniform in this type of land use. Most streets are considered to be local and low-volume with curb and gutter, sidewalks, consistent speeds and highly accessible driveways. Strategically located parks are essential and in some cases a school or other institutional use are integrated or in close proximity.

Some neighborhood-serving retail and office uses are permitted in these areas with highly-restrictive use, site and design requirements. These type of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility considerations.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 04/05/2021. The following changes were made to the project since the development meeting was held:

- During the development meeting the original proposal was for multiple residential lot sizes, and no commercial. The current proposal includes

The following ordinance changes occurred following the development meeting which may have impacted this project.

- No changes.

NOTIFICATION

06/23/2022 - Public Notice on Hill Country News
 06/29/2022 - Mail Notification to Property Owners within 200'
 06/29/2022 - Public Hearing Signage Posted on Property
 07/14/2022 - Planning and Zoning Commission Public Hearing
 08/04/2022 - City Council Public Hearing & First Reading of the Ordinance
 08/18/2022 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' were also contacted.

A neighborhood meeting was held at 04/21/2022 at the Mason Homestead. See attachment 9 for more detail.

- Some of the concerns raised by the adjacent property owners discussed traffic, fencing, water pressure.

The following changes were made to address issues discussed.

- Developer is proposing a phased density plan with larger acre minimums along the boundary of the subdivision.

Please see the full report from the applicant attached.

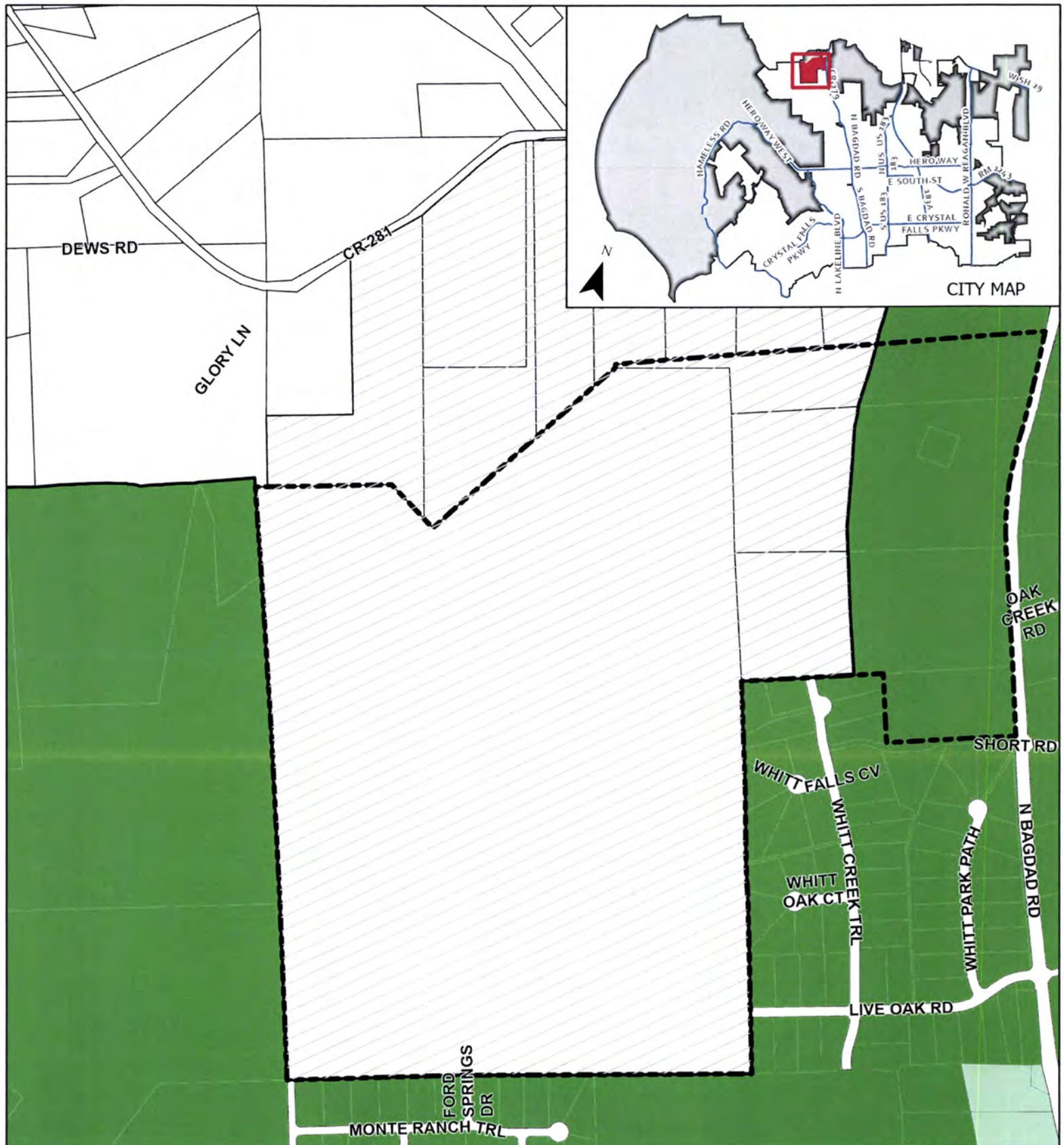
APPROVAL CRITERIA:

The Comprehensive Plan Amendment to the Future Land Use Map is required to be approved before the Zoning request may be approved. If the amendment is not approved, then the applicant will need to update the Zoning change request to comply with the Future Land Use Map.

The Comprehensive Plan Amendment includes reclassifying Live Oak Rd from a Residential Collector to a Residential Street classification. This change will reduce the size of the roadway as well as allow for homes to front onto Live Oak Road. The Composite Zoning Ordinance prohibits residential lots fronting on to collector class roadways.

The adjacent subdivision (Leander Estates) recently had an approved amendment to the Comprehensive Plan Transportation Master Plan regarding reclassification of Live Oak Rd. from a Residential Collector to Residential Street. Staff agrees that the proposed reclassification is appropriate considering the current property lines, existing ROW alignments, and the proposed land uses in the area. The Residential Street will allow more flexibility in alignment and would be compatible with the existing nature of Live Oak Rd.

The proposed subdivision zoning is similar to the surrounding subdivisions. If the Comprehensive Plan Amendment is approved, the proposed land use type would be compatible with both the existing land uses and the Future Land Use Map. The applicant is also proposing 14 acres of Local Office which is compliant with the current Future Land Use Map. The Local Office use component is intended to help provide for land use transitions from commercial or from arterial streets to residential development. Local Office allows for the development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods.



CASE: 21-Z-030
& 21-CPA-009

ATTACHMENT 2

SULLIVAN ZONING & COMPREHENSIVE PLAN AMENDMENT

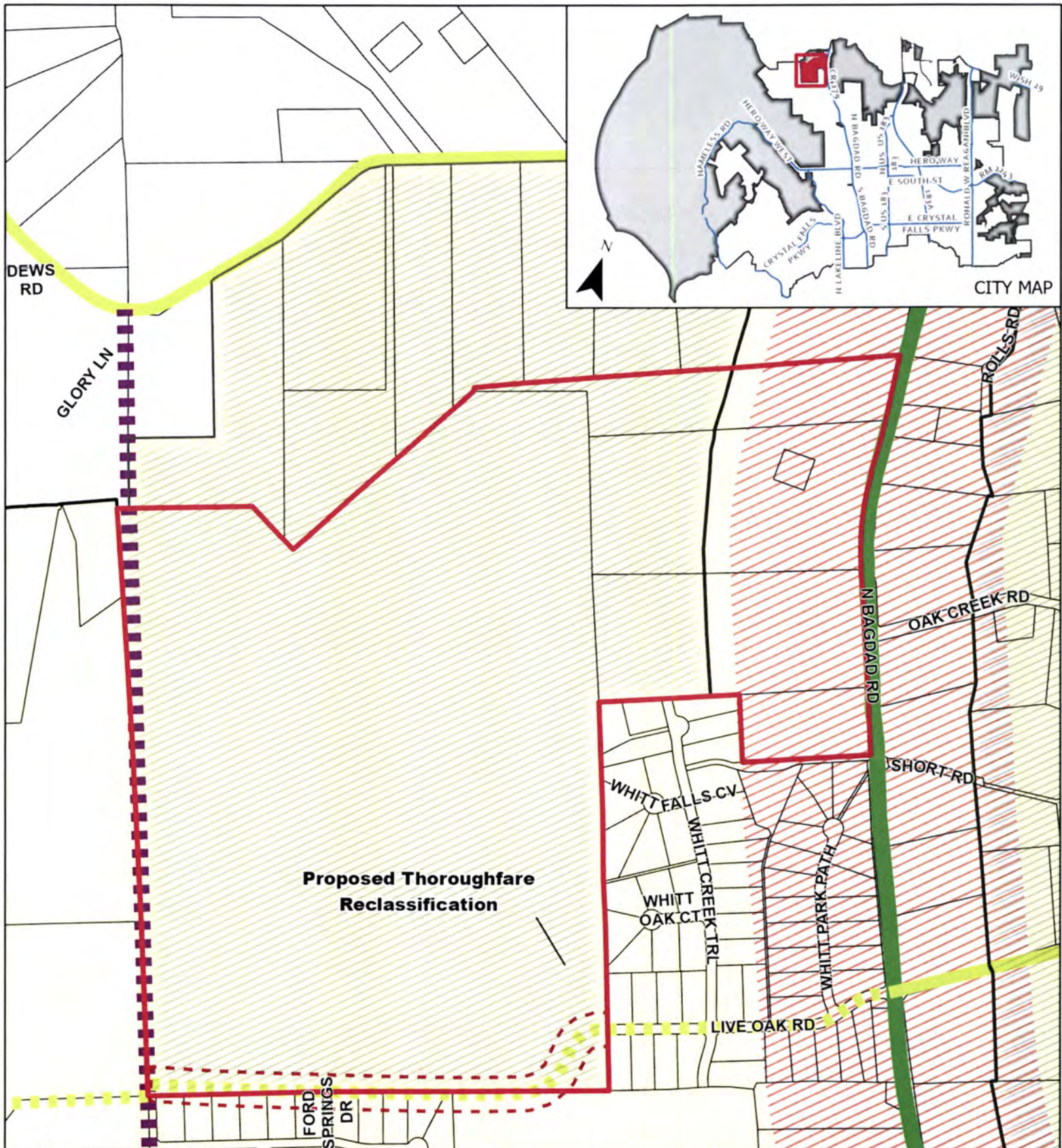
Current Zoning

- Leander City Limits
- ETJ
- Subject Area

- SFR - Single-Family Rural
- SFS - Single-Family Suburban

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

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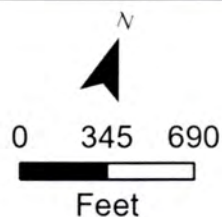
CASE: 21-Z-030
& 21-CPA-009

ATTACHMENT #3

SULLIVAN ZONING &
COMPREHENSIVE PLAN
AMENDMENT

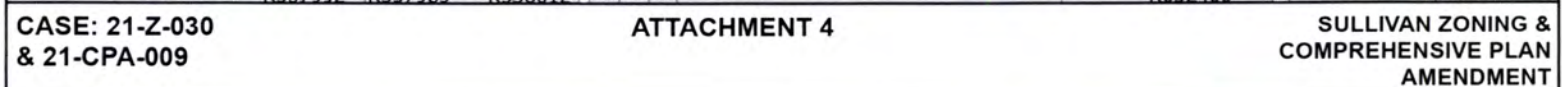
Future Land Use Map

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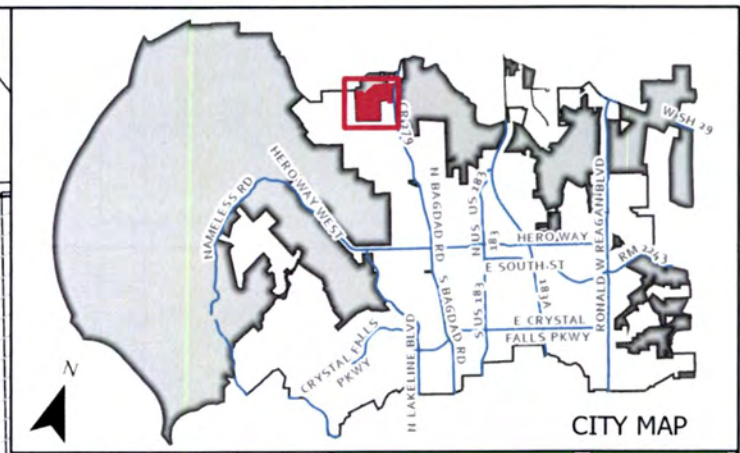
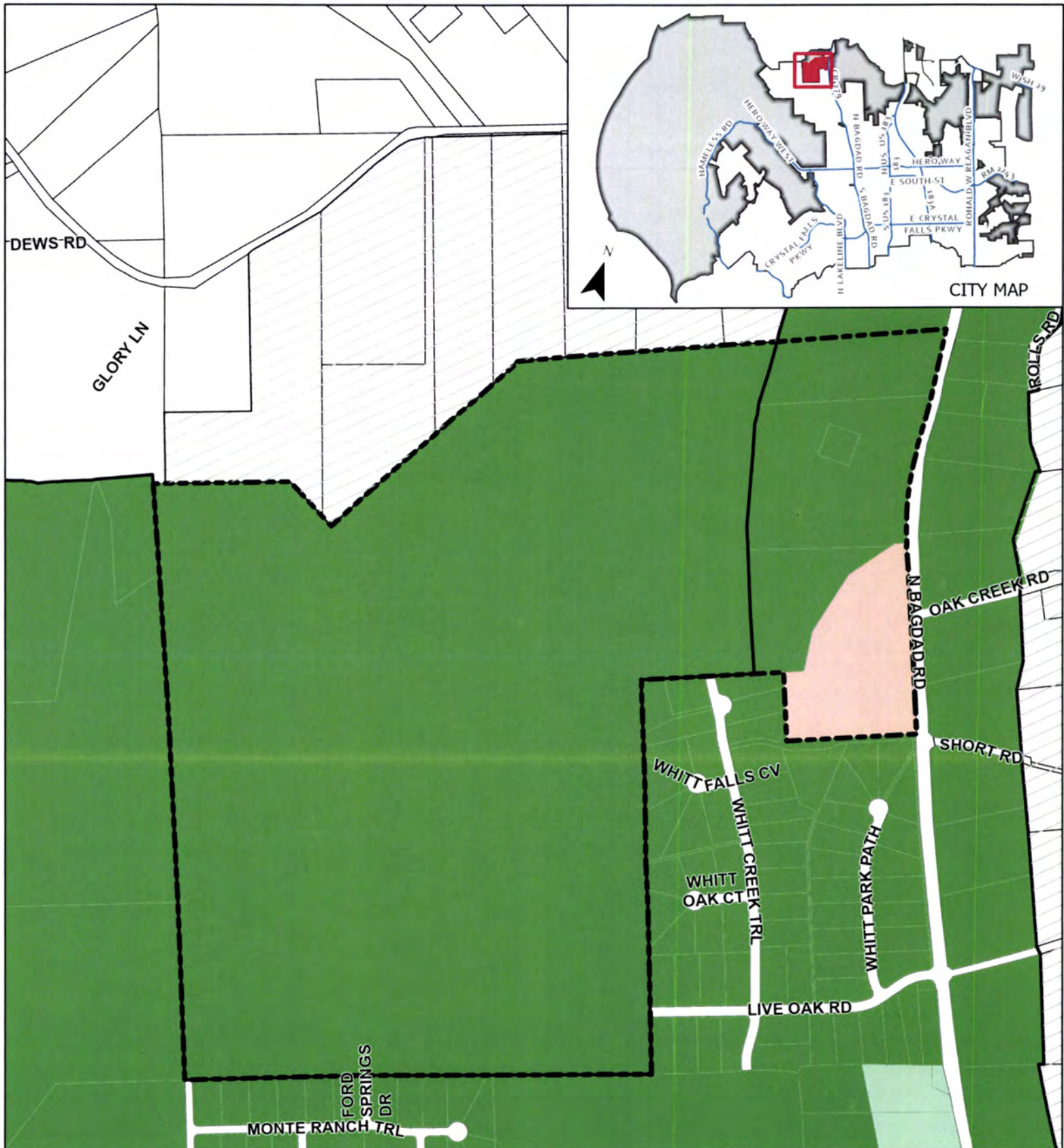


- Leander City Limits
- Leander ETJ
- Subject Area
- Arterial 6 Lane, Existing
- Collector, Existing
- Arterial 4 Lane, Proposed

- Collector, Proposed
- Future Land Use**
- Neighborhood Residential
- Multi-Use Corridor
- Proposed Reclassification



 Subject Area
 200' Buffer
 500' Buffer
 Leander City Limits
 ETJ



CASE: 21-Z-030
& 21-CPA-009

ATTACHMENT 5

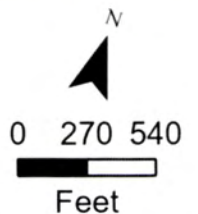
SULLIVAN ZONING &
COMPREHENSIVE PLAN
AMENDMENT

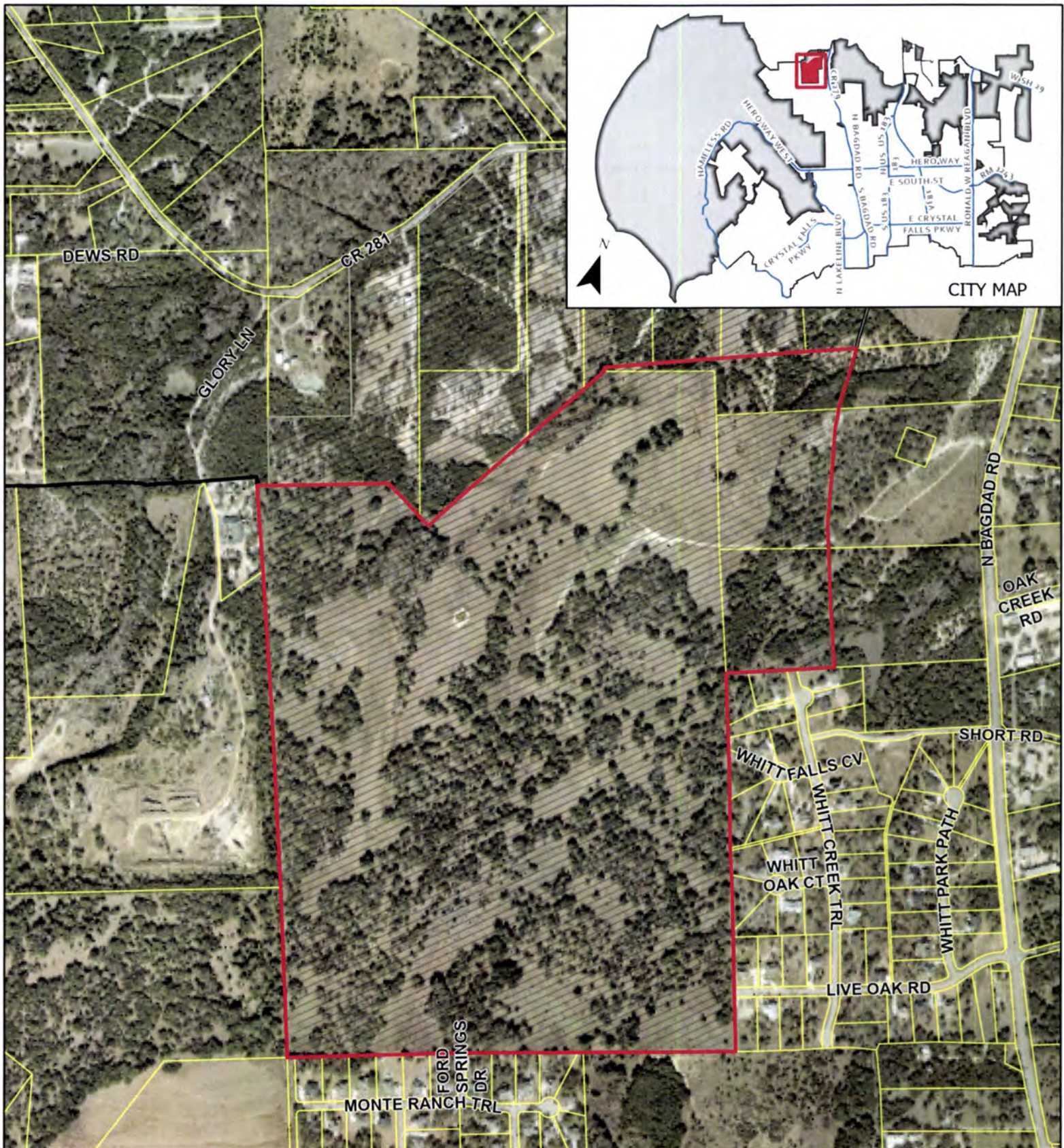
Proposed Zoning

-  Leander City Limits
-  Subject Area
-  SFR - Single-Family Rural

-  SFS - Single-Family Suburban
-  LO - Local Office
-  ETJ

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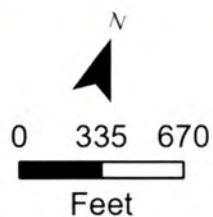
CASE: 21-Z-030
& 21-CPA-009

ATTACHMENT #6

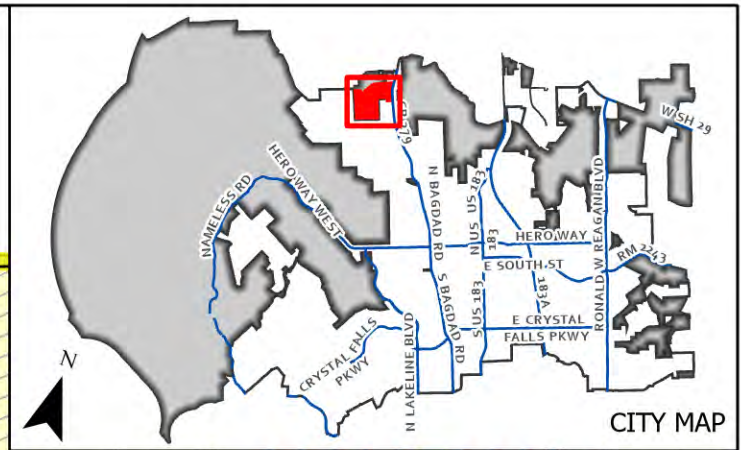
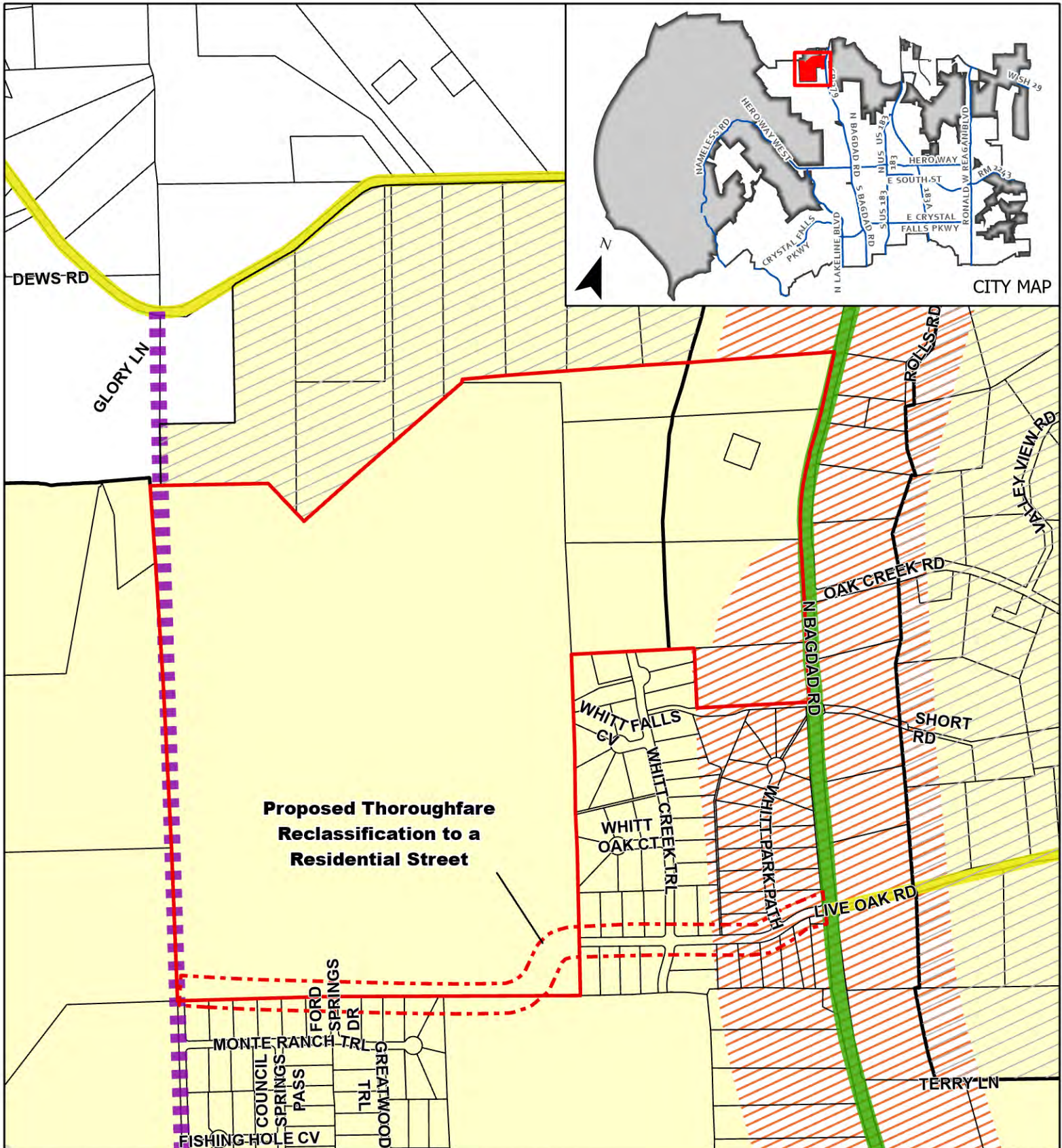
SULLIVAN ZONING &
COMPREHENSIVE PLAN
AMENDMENT

Aerial Map

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- Leander City Limits
- Leander ETJ
- Subject Area



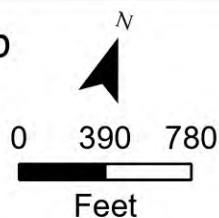
CASE: 21-Z-030
& 21-CPA-009

ATTACHMENT 7

**SULLIVAN ZONING &
COMPREHENSIVE PLAN
AMENDMENT**

Proposed Future Land Use Map

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- Leander City Limits
- Proposed ETJ
- Proposed Reclassification
- Subject Area
- Arterial 6 Lane, Existing
- Collector, Existing

- Arterial 4 Lane, Proposed
- Future Land Use**
- Multi-Use Corridor
- Neighborhood Residential
- Rural



June 3, 2022

Robin Griffin, AICP
City of Leander
201 N. Brushy Street
Leander, Texas 78641

RE: Sullivan Tract Comprehensive Plan Amendment Application

Dear Ms. Griffin:

As representatives of the owner of the Property, we respectfully submit an update to the Comprehensive Plan Amendment application submitted with zoning case 21-Z-030 for review. The project is titled "Sullivan Tract" and consists of approximately 308-acres partially within Leander City Limits (Single Family Rural zoning for eastern portion) and partially within the Leander ETJ/Future Annexation area per Development Agreement in Williamson County, Texas. The site is located west of Bagdad Road and south of FM 281. Adjacent zoning and developments consist of City of Leander ETJ to the north, Single Family Rural (SFR) zoning to the east, west and south. This application will include two amendment requests: one to the Future Land Use Plan and one for the Transportation Master Plan.

The first request is to amend the Future Land Use Plan to remove the Multi-Use Corridor designation along the frontage of Bagdad Road at the northwest corner of the project. Currently, the Future Land Use Plan designates this portion of the property as part of the Multi-Use Corridor, which only allows for dense single-family uses. Single-Family Rural and Local Office uses are proposed within this area, and removal of the corridor will be required to allow for these uses.

The second request is to amend the Transportation Master Plan to reclassify Live Oak Road from a Collector to a Residential street. A connection will be made to direct traffic from an existing residential neighborhood through our site from Live Oak Road. As we are proposing residential homes along this roadway, reclassification to a Residential street is being requested.

Please accept this as our Letter of Intent and let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Sincerely,

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

John Kim, PE
BGE, Inc.

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

Residents within 500' were noticed via certified mail on April 13th, 2021 and invited to a town hall at Mason Homestead on April 21st, 2021. The names and addresses of those residents can be found on the attached exhibit. A copy of the Concept Plan was included in the mailer and presented at the town hall meeting.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

Both residents and the neighboring HOA's for Whitt Ranch and Greatwood Estates were notified.

Robert Dean, PAMCO, Community Manager for Greatwood Estates, Robert@pamcotx.com, 512-918-8100

Whitt Ranch was contacted using WhittRanchAssociation@gmail.com

Board Members Debbie Almond, Nicole Johnston, and Alicia Esposito were also notified and have been active in communication with Forestar

3. What concerns were raised during these communications?

Residents shared concerns regarding traffic, product type, fencing, and water pressure. Apparently their existing communities do not have sufficient water pressure. They expressed a desire for natural gas to be brought to the region as well as a school site for Leander ISD.

4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

Out of concern for the existing developments next door, we are proposing a phased density plan with large acre minimums on the boundary to be conducive with the estate lots next door.

The above information is deemed to be true to the best of my knowledge.

Signature: Elliot Condos

Date 8/12/2021

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO SFR-2-B (SINGLE-FAMILY RURAL) AND LO-2-B (LOCAL OFFICE); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property". That certain parcel of land being including 308.288 acres $\pm$; being more particularly described in Exhibit "A"; generally located to the west of the intersection of Oak Creek Road and N Bagdad Road; identified by Williamson Central Appraisal District tax identification numbers R356046, R473837, R022920-R022923, R473838, R473839, and R022941; more particularly described in Instrument Number 2021005729 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) and LO-2-B (Local Office) as shown in Exhibit "A".

SECTION 5. Recording Zoning Change. The City Council directs the Planning

Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

SECTION 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 4th day of August, 2022.

FINALLY PASSED AND APPROVED on this the 18th day of August, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas

July 14, 2022 at 7:00 PM



Place 1 – Donnie Mahan, *Vice Chair*
Place 2 – John Cosgrove, *Chair*
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – Gary Hampton, Jr.
Place 6 – Laura Lantrip
Place 7 – Rick Carpenter

The meeting will be live-streamed at the following link: <https://www.leandertx.gov/video>.

1. Call to Order at 7:00 p.m.

2. Roll Call.

All Commissioners were present except Commissioner Moss, Commissioner Hampton Jr. and Commissioner Lantrip.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the July 7, 2022, meeting

4. Review of meeting protocol.

5. Citizen Comments: Three (3) minutes allowed per speaker.
[Please turn in speaker request form before the meeting begins.]

CONSENT AGENDA: ACTION

6. Re-approval of Subdivision Case 20-TOD-FP-033 regarding The Cottages at San Gabriel Final Plat on one parcel of land approximately 13.8709 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R576406; generally located east of 183A Toll Rd. and north of Huddleston Rd., Leander, Williamson County, Texas.

7. Approval of Subdivision Case 21-FP-007 regarding Bluffview Ph 3 Final Plat on two parcels of land approximately 40.266 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District R031231 and R339021; generally located to the southeast of the intersection Ronald W Reagan Blvd and Bradley Ranch Road, Leander, Williamson County, Texas.

8. Approval of Subdivision Case 21-SFP-013 regarding The Square at Crystal Falls Short Form Final Plat on two parcels of land approximately 2.768 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R332046 and R083628; more commonly known as 1900 and 1902 S. Bagdad Road, Leander, Williamson County, Texas.

9. Approval of Minutes.

A motion made by Commissioner May to approve the consent agenda items 6 through 9, seconded by Commissioner Carpenter.

4 - 0 Passed

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case 22-CPA-003 to amend Transportation Master Plan to change the classification of CR 267 between Kauffman Loop and Bar W Ranch Blvd from an arterial class roadway to a collector class roadway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case 22-CPA-003 as described above.

Phil King spoke for.

Geoff Guerrero spoke against.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to recommend approval of the Comprehensive Plan Amendment.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

11. Conduct a Public Hearing regarding Subdivision Case 22-CP-003 to adopt the Borho aka Barksdale Concept Plan on one parcel of land approximately 44 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031542; generally located north on Journey Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case 22-CP-003 as described above.

Motion made by Commissioner Ron May, seconded by Vice Chair Donnie Mahan to recommend approval of the concept plan.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

12. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case 21-CPA-009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and to amend Transportation Master Plan to change the classification of Live Oak Road to a local street and consider action regarding Zoning Case 21-Z-030 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) and LO-2-B (Local Office) on nine parcels of land approximately 308.288 acres $\pm$ in size, more particularly described

by Williamson Central Appraisal District Parcels R356046, R473837, R022920-R022923, R473838, R473839, and R022941; and generally located to the west of the intersection of Oak Creek Road and N Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case 21-CPA-009
- Discuss and consider action regarding Zoning Case 21-Z-030 as described above

Motion made by Commissioner Rick Carpenter, seconded by Vice Chair Donnie Mahan to approve the Comprehensive Plan Amendment and Zoning case.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Vice Chair Donnie Mahan

NAY: Commissioner Ron May

3 - 1 Passed

REGULAR AGENDA

13. Discuss and consider action on Tree Removal Case 22-TRP-003 regarding removal of Significant Trees associated with the Maple Ranch Apartment Site Development Project generally located at the southwest corner of Ronald Reagan Boulevard and Palmera Ridge Boulevard, Leander, Williamson County, Texas.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to approve the tree removal request associated with the Maple Ranch Apartments.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

14. Discuss and consider action on Tree Removal Case 22-CIP-TRP-004 regarding removal of Significant and Heritage Trees associated with the eastward expansion of San Gabriel Parkway from Palmera Bluff subdivision to the intersection of Ronald Reagan Boulevard generally located north of Palmera Ridge Section 9 and runs southwest of the intersection of Ronald Reagan Boulevard and current CR 274, Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to approve the tree removal request of associated with the eastward expansion of San Gabriel Parkway and Palmera Bluff subdivision.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice Chair Donnie Mahan

4 - 0 Passed

15. Discuss and consider action regarding Ordinance Case 22-OR-002 to amend the Composite Zoning Ordinance to adopt amendments to the landscape ordinance requirements to promote water conservation, and to provide for related matters; Williamson & Travis Counties, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to recommend approval of the ordinance.

AYE: Chair John Cosgrove, Commissioner Rick Carpenter, Commissioner Ron May, Vice
Chair Donnie Mahan

4 - 0 Passed

16. Adjournment at 7:44 p.m.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Approval of a Resolution of the City of Leander, Texas accepting the petition for the 675 Kauffman Loop Annexation Case 22-A-001 regarding the voluntary annexation of 25.025 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R328207 and R555049; and commonly addressed as 675 Kauffman Loop, Leander, Williamson County, Texas.

BACKGROUND:

This resolution commences the voluntary annexation of 25.025 acres $\pm$ as described above. The resolution sets the public hearing for July 7, 2022 and the readings of the ordinance for September 15, 2022 and October 10, 2022.

This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes. This annexation will be paired with a zoning application that will run concurrently with the annexation. Approval of this item does not approve the annexation.

APPLICANT/AGENT:

CEC, Inc (Michael Theone) on behalf of 675 Kaufman Lp (Joe Williams)

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Attachments

1. Resolution
2. Location Map
3. Schedule

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 25.025 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described herein (hereinafter, the “subject property”), into the City limits; and

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation; and

WHEREAS, after review and consideration of such requests and petition for annexation from the owners of the subject property, the City Council finds that the subject property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The petition for annexation of the subject property, described hereinbelow and in greater specificity in **Exhibit A**, attached hereto and incorporated by reference herein, including the abutting streets, roadways, and rights of way, not previously annexed into the City, and the draft service plan shown in **Exhibit B**, are hereby accepted:

Tract 1:

BEING 24.91 acres of the Greenlief Fisk Survey, Abstract No. 5, in Williamson County, Texas. This tract is a part of the property called 30.3 ac. which was described in a deed from Mildred Kauffman et.al., to Virginia Carol Kauffinan Dipprey of record in Doc. 9612227, of the Official Records Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT); less the right of way dedicated for State Highway 104 , now State Highway 29 (264/79, as conveyed by A.P. Kauffman to the State of Texas in 1932); and less the 3.554 acre tract that was conveyed to Ironwood Real Estate LLC (Doc. 2006078782). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered professional Land Surveyor No. 1847. Survey note: The bearing basis for

this survey is the Texas coordinate system of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

Tract 2:

BEING 0.12 ac. (5291 sq. feet area), situated in the Greenlief Fisk Survey, Abstract No. 5 in Williamson County, Texas. This parcel exists adjacent to the South boundary of a property called 30.3 ac. which was described in a deed from Mildred Kauffman, et. al., to Virginia Carol Kauffinan Dipprey of record in Doc. 9612227, of the Official Records of Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

A public hearing has been set for the date of **September 15th, 2022**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, **Exhibit A** shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the ____ day of _____, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SUBJECT PROPERTY DESCRIPTION

**SEE FOLLOWING TWO ATTACHED PAGES LABELED EXHIBIT A AND
EXHIBIT B FOR METES AND BOUNDS DESCRIPTION**

EXHIBIT "A"

BEING 24.91 acres of the Greenlief Fisk Survey, Abstract No. 5, in Williamson County, Texas. This tract is a part of the property called 30.3 ac. which was described in a deed from Mildred Kauffman, et al., to Virginia Carol Kauffman Dipprey of record in Doc. 9612227, of the Official Records of Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT); less the right of way dedicated for State Highway 104, now State Highway 29 (264/79, as conveyed by A.P. Kauffman to the State of Texas in 1932); and less the 3.554 acre tract that was conveyed to Ironwood Real Estate LLC (Doc. 2006078782). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

BEGINNING at a concrete monument which was found in the South line of State Highway 29, at the lower Northeast corner of the property of Virginia and Ronald Dipprey, as it now exists. This corner exists at a bend in the East line of the said 30.30 acres as described in the said deeds to Dipprey. As described in the Dipprey deeds, the Northeast corner of the 30.30 acres bears N 02°09'E 100.05 feet. This corner exists in the South line of State Highway 29 and in the South line of the R.O. W. as described in Vol. 264, Pg. 79, D/R.

THENCE along or near the fenced East line of Dipprey and the West boundary of the property that was conveyed to Rancho Sienna Ltd. (87 ac. Doc. 2004083179), S 10°21'43"W 1515.05 feet to an iron pin which was set South of the fence corner.

THENCE with the South line of the said tract called 30.3 acres as described in the said Dipprey deeds, and with the North line of County Road 268, following a line that departs from the existing fence, N 87°14'28"W 38.71 feet to an iron pin which was set in the North line of the roadway that is known as Kauffman Loop, continuing with the North line of County Road 268, N 87°15'11" W 293.73 feet to an iron pin set. An iron pin found (reference monument) stands (L1) N 23°39'29"W 6.30 feet. This boundary follows the North side of a 0.12 acre parcel (described this date) which exists in the former roadbed of County Road 268 at a location where the former County Road 268 has been reconfigured and is now known as Kauffman Loop.

THENCE N 19°24'51"W 1197.83 feet, along or near the general line of an existing fence, with the West line of the Dipprey property and the East boundary of the property that was conveyed to Edna Knauth as Independent Executrix of the Estate of Nora Wedemeyer, deceased (various heirs set out) see Probate Cause No. 14,100 (Co. Court at Law No. 2), and the property of Howard B. Wedemeyer (Quit Claim Deed for 973 ac. as described in Vol. 342, pg. 514, prior 240/146 First Tract called 296 ac., to an iron pin found.

THENCE with the East boundary of the 3.554 acre property that is described in a deed to Ironwood Real Estate LLC (Doc. 2006078782), N 26°40'46"W 531.62 feet to an iron pin which was found.

THENCE with the North line of the said Dipprey 30.30 acre tract, with the South line of State Highway 29, S 88°39'15"E 406.42 feet to a concrete monument which was found at a widening of State Highway 29 as described in the said deed to the State of Texas (264/79 Tracts 1 and 2).

THENCE with the boundary of the property conveyed to the State of Texas (formerly known as Highway 104, now known as State Highway 29), S 01°23'22"W 99.35 feet to a concrete monument found; and S 88°35'31"E 799.10 feet to the POINT OF BEGINNING.

EXHIBIT "B"

BEING 0.12 ac. (5291 sq. feet area), situated in the Greenlief Fisk Survey, Abstract No. 5, in Williamson County, Texas. This parcel exists adjacent to the South boundary of a property called 30.2 ac. c. which was described in a deed from Mildred Kauffman, et. al., to Virginia Carol Kauffman Dipprey of record in Doc. 9612227, of the Official Records of Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

BEGINNING at an iron pin which was set in the South boundary of the 24.91 acre tract (remainder parcel of the above referenced Dipprey property) that was described as a part of a survey for Virginia and Ron Dipprey as prepared this date. An iron pin which was set South of a fence corner for the Southeast corner of the said 24.91 acre Dipprey tract, stands S 87°14'28"E 38.71 feet. This corner exists in the North line of County Road 268, where the existing roadway has been reconfigured and is now known as Kauffman Loop.

THENCE with the North line of the relocation of County Road 268 that is now known as Kauffman Loop, (C10) 240.51 feet with the arc of a curve to the left having a radius of 1250.0 feet, the chord bears S 81°02'16"W 240.14 feet to an iron pin which was set for the Southwest corner of this parcel. An iron pin which was found at the end of the curve stands (C11) S 75°05'20"W 19.06 feet.

THENCE (L2) N 19°24'51"W 52.62 feet with the East line of the property that was conveyed to Edna Knauth as Independent Executrix of the Estate of Nora Wedemeyer, deceased (various heirs set out) see Probate Cause No. 14,100 (Co. Court at Law No. 2), and the property of Howard B. Wedemeyer (Quit Claim Deed for 973 ac. as described in Vol. 342, pg. 514, prior 240/146 First Tract called 296 ac., to an iron pin which was set.

THENCE with the South boundary of the said Dipprey 24.91 acre tract, with a line that departs from the existing fence, S 87°15'11"E 293.73 feet to the POINT OF BEGINNING.

Exhibit B

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and 675 Kaufman LP, a Texas limited partnership (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto, less and except any property previously annexed by the City. (the “subject property”); and

WHEREAS, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (hereinafter, the “Effective Date”); and

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties

currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned “SFR-1-B” with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the Landowner or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity (“CCN”) for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City’s water utility system, the subject property’s owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property’s owner requests and is able to connect to the City’s water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject's property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

[SIGNATURE PAGE FOLLOWS]

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Richard B. Beverlin, III, City Manager

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

Name (print): _____

Title: _____

Date: _____

Property Description

**SEE FOLLOWING TWO ATTACHED PAGES LABELED EXHIBIT A AND EXHIBIT
B FOR METES AND BOUNDS DESCRIPTION**

EXHIBIT "A"

BEING 24.91 acres of the Greenlief Fisk Survey, Abstract No. 5, in Williamson County, Texas. This tract is a part of the property called 30.3 ac. which was described in a deed from Mildred Kauffman, et al., to Virginia Carol Kauffman Dipprey of record in Doc. 9612227, of the Official Records of Williamson County, Texas (ORWCT); the same property that is described in a deed to Ronald C. Dipprey (partial interest) of record in Doc. 9874063 (ORWCT); less the right of way dedicated for State Highway 104, now State Highway 29 (264/79, as conveyed by A.P. Kauffman to the State of Texas in 1932); and less the 3.554 acre tract that was conveyed to Ironwood Real Estate LLC (Doc. 2006078782). This tract was surveyed on the ground in March of 2010, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein relate to the survey drawing prepared this date.

BEGINNING at a concrete monument which was found in the South line of State Highway 29, at the lower Northeast corner of the property of Virginia and Ronald Dipprey, as it now exists. This corner exists at a bend in the East line of the said 30.30 acres as described in the said deeds to Dipprey. As described in the Dipprey deeds, the Northeast corner of the 30.30 acres bears N 02°09'E 100.05 feet. This corner exists in the South line of State Highway 29 and in the South line of the R.O. W. as described in Vol. 264, Pg. 79, D/R.

THENCE along or near the fenced East line of Dipprey and the West boundary of the property that was conveyed to Rancho Sienna Ltd. (87 ac. Doc. 2004083179), S 10°21'43"W 1515.05 feet to an iron pin which was set South of the fence corner.

THENCE with the South line of the said tract called 30.3 acres as described in the said Dipprey deeds, and with the North line of County Road 268, following a line that departs from the existing fence, N 87°14'28"W 38.71 feet to an iron pin which was set in the North line of the roadway that is known as Kauffman Loop, continuing with the North line of County Road 268, N 87°15'11" W 293.73 feet to an iron pin set. An iron pin found (reference monument) stands (L1) N 23°39'29"W 6.30 feet. This boundary follows the North side of a 0.12 acre parcel (described this date) which exists in the former roadbed of County Road 268 at a location where the former County Road 268 has been reconfigured and is now known as Kauffman Loop.

THENCE N 19°24'51"W 1197.83 feet, along or near the general line of an existing fence, with the West line of the Dipprey property and the East boundary of the property that was conveyed to Edna Knauth as Independent Executrix of the Estate of Nora Wedemeyer, deceased (various heirs set out) see Probate Cause No. 14,100 (Co. Court at Law No. 2), and the property of Howard B. Wedemeyer (Quit Claim Deed for 973 ac. as described in Vol. 342, pg. 514, prior 240/146 First Tract called 296 ac., to an iron pin found.

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THENCE with the North line of the said Dipprey 30.30 acre tract, with the South line of State Highway 29, S 88°39'15"E 406.42 feet to a concrete monument which was found at a widening of State Highway 29 as described in the said deed to the State of Texas (264/79 Tracts 1 and 2).

THENCE with the boundary of the property conveyed to the State of Texas (formerly known as Highway 104, now known as State Highway 29), S 01°23'22"W 99.35 feet to a concrete monument found; and S 88°35'31"E 799.10 feet to the POINT OF BEGINNING.

EXHIBIT "B"

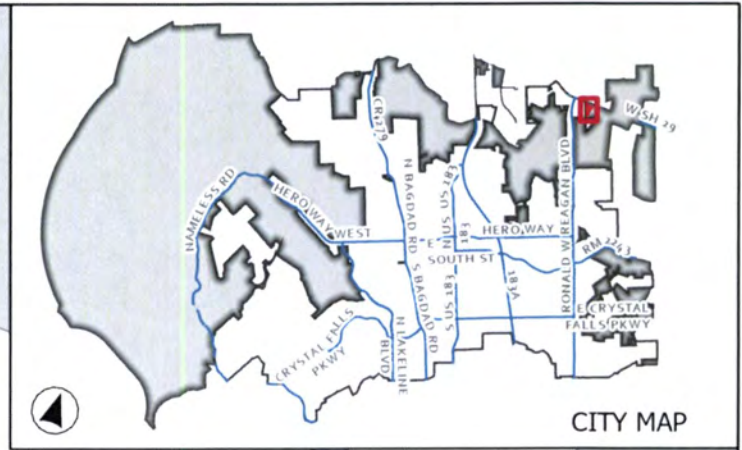
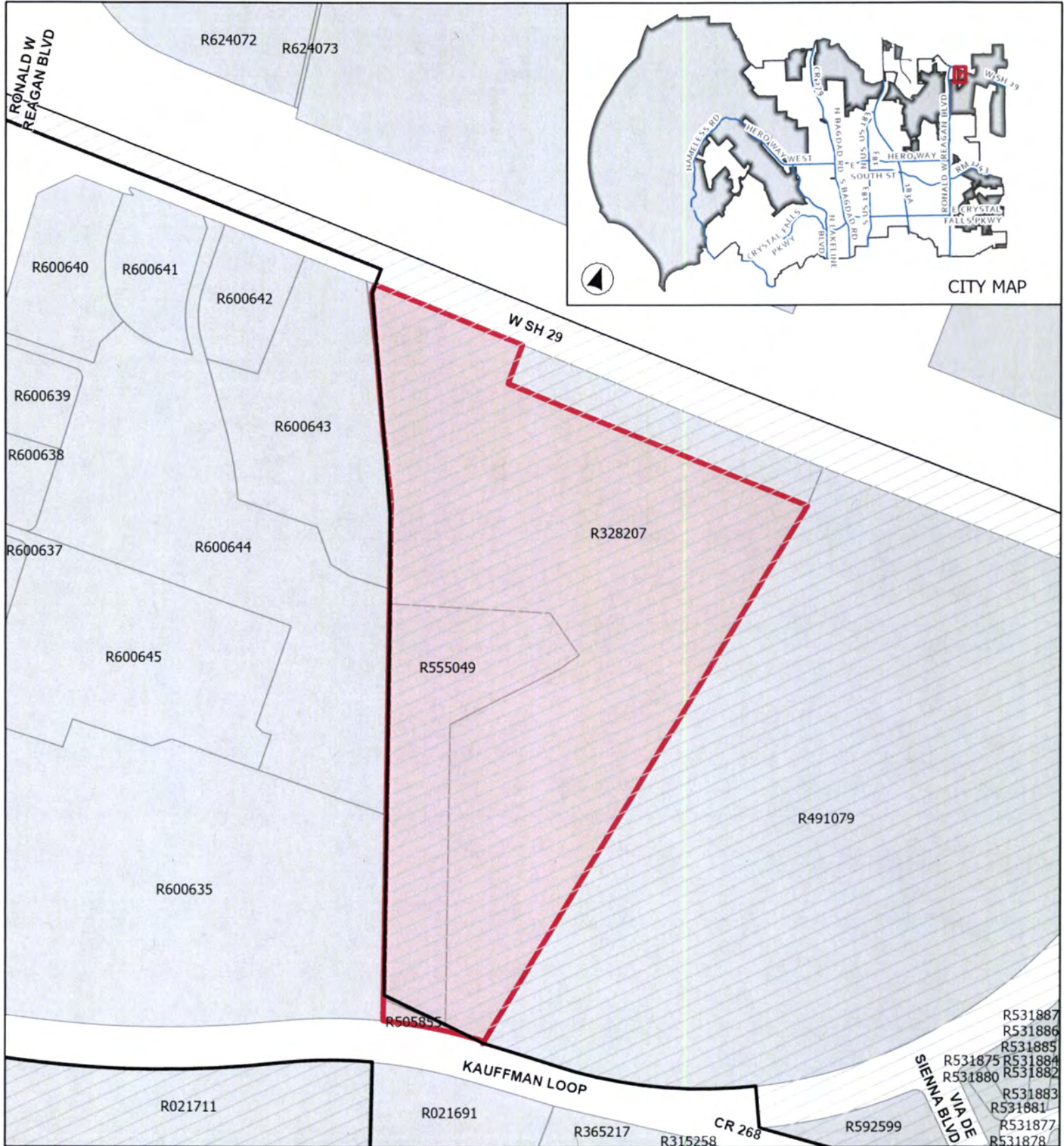
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THENCE with the North line of the relocation of County Road 268 that is now known as Kauffman Loop, (C10) 240.51 feet with the arc of a curve to the left having a radius of 1250.0 feet, the chord bears S 81°02'16"W 240.14 feet to an iron pin which was set for the Southwest corner of this parcel. An iron pin which was found at the end of the curve stands (C11) S 75°05'20"W 19.06 feet.

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CASE: 22-A-001 ATTACHMENT 1 675 KAUFFMAN LOOP

Location Map

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

0

290

Feet

- Leander City Limits
- ETJ
- Site Location

**Schedule for Voluntary Annexation
25.025 ACRES IN WILLIAMSON COUNTY**

DATE	ACTION/EVENT	LEGAL AUTHORITY
August 18th, 2022* Tuesday, August 9 th , 2022 Council deadline	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR September 15, 2022	Loc. Gov't Code, §43.0671
Thursday September 1, 2022 * Publish notice of Public Hearing. & Send notice to school district and to each public entity. [Noon, Friday August 26 th , 2022 – Deadline to send notice to paper]	NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE. SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u> PUBLIC ENTITY NOTICES. Notify each public entity__that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson/Travis), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u>	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Leander uses Hill Country News – Deadline is the Friday before running on Thursday of the next week., Loc. Gov't Code, §§43.905 & 43.9051 ; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
Thursday, September 15, 2022*	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
Thursday, September 15, 2022* September 6 th , 2022 – Council packet deadline	FIRST READING OF ORDINANCE REGULAR MEETING	Loc. Gov't Code, §43.0673
Monday, October 10th, 2022. Or at a special called meeting after the First Reading; Or within 90 days of First Reading. Tuesday, October 4 th , 2022 – Council deadline	SECOND & FINAL READING OF ORDINANCE REGULAR MEETING	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading November 9, 2022	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading December 9, 2022	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable <i>Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.</i>

*Dates in BOLD are MANDATORY dates to follow. Please advise of schedule deviation.



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Acceptance of Public Infrastructure Improvements for Devine Lake Phase 3 Subdivision.

BACKGROUND:

The Public infrastructure improvements required for Devine Lake Phase 3 Subdivision have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this subdivision have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on August 18, 2022 which will provide warranty and maintenance coverage for the public infrastructure improvements through August 18, 2024. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

RECOMMENDATION:

Staff recommends City Council's formal acceptance of the public infrastructure improvements for the Devine Lake Phase 3 Subdivision.

PRESENTER:

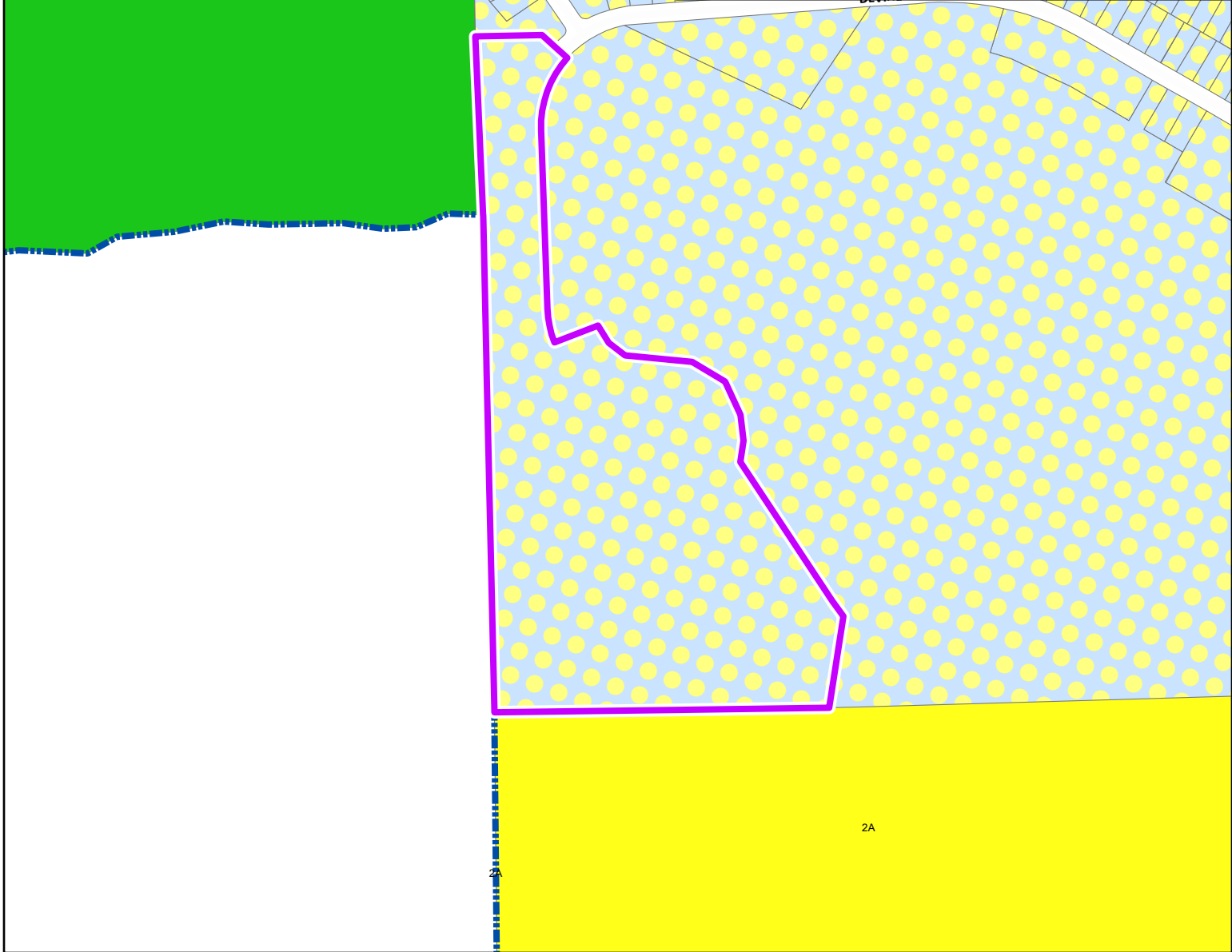
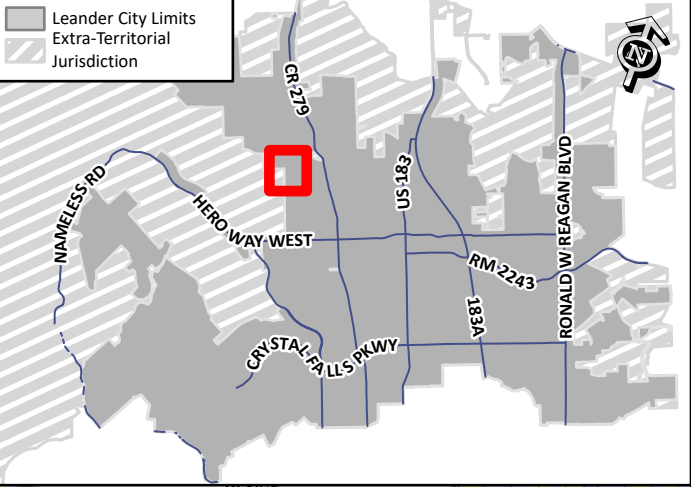
Ross E. Blackketter, P.E., City Engineer

Attachments

1. Devine Lake Ph 3 Acceptance Documents

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

Leander City Limits
Extra-Territorial
Jurisdiction



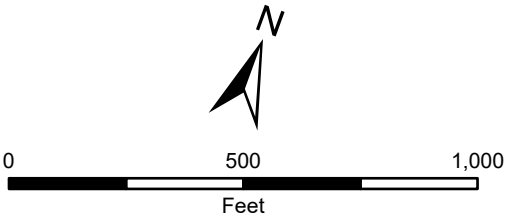
SUBDIVISION ACCEPTANCE

Devine Lake Ph. 3 - 20-PICP-035



City Limits
Accepted Subdivision

- RESIDENTIAL**
- SFR - Single-Family Rural
 - SFC - Single-Family Compact
- PUD LAND USE**
- PUD - Single-Family
 - PUD - General Commercial





ADA Assistance

107 Meadow Woods, Kyle TX 78640 - Fax (866)268-1810
Robert Ronson (512)787-3687; Maureen Ronson (512)557-1676
Email: info@adaassistance.com Internet: www.adaassistance.com
May 19, 2022

Mr. Kevin P. Pape
Lennar Homes of Texas Land and Construction
13620 N FM 620
B-150
Austin, Texas 78717

RE: Devine Lake Phase 3 (civil improvements only)
Devine Lake Phase 3
West End San Gabriel Pkwy
Leander, Texas 78641

Project Number:
TABS2021019456

CORRECTIVE MODIFICATIONS - NO VIOLATIONS

Dear Mr. Pape:

Your submittal regarding the referenced violations pending report has been reviewed. We are pleased to inform you that all items cited in the inspection report appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

These results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

If you have questions or need further assistance, or if you are not the owner of record of this facility, contact Robert P. Ronson at 512-787-3687 or robert@adaassistance.com.

Please reference project number TABS2021019456 in all correspondence pertaining to this project.

Sincerely,

Robert P. Ronson RAS # 16

Enclosures

Project Number: TABS2021019456
Project Name: Devine Lake Phase 3 (civil improvements only)
Facility: Devine Lake Phase 3
Address: West End San Gabriel Pkwy
Leander, Texas 78641



Owner: Lennar Homes of Texas Land and Construction
Owner Contact: Kevin P. Pape
Owner Address: 13620 N FM 620, B-150
Austin, Texas 78717

Project Description: CIVIL SITE IMPROVEMENTS FOR A SUBDIVISION CONSISTING OF A 93 SINGLE FAMILY LOTS AND 8 NON-RESIDENTIAL LOTS DEVELOPMENT ON 114,68 ACRES
Start Date: July 1, 2021
Estimated Completion Date: January 30, 2022
Estimated Cost: \$25,200

RAS: Robert P. Ronson; **RAS #:** 16

Report date: May 19, 2022

Corrections Report

General Notes:

Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: sidewalk along San Gabriel Pkwy and Devine Lake Bend (shown in red on the site plan), curb ramps at all intersections (shown in blue on the site plan).

No Violations

Acceptable: R204 Pedestrian Access Routes
R204.2 Sidewalks.

Acceptable: R204 Pedestrian Access Routes
R204.3 Pedestrian Street Crossings.

Acceptable: R207 Curb Ramps and Blended Transitions
R207.1 General.

Acceptable: R302 Pedestrian Access Routes.
R302.1 General.

Acceptable: R304 Curb Ramps and Blended Transitions.
R304.2 Perpendicular Curb Ramps.

Acceptable: R309 On-Street Parking Spaces.
R309.1 General.

End of Report

ENGINEER'S CONCURRENCE FOR FINAL COMPLETION

PROJECT: Devine Lake Phase 3 Section 1 –Street, Drainage, Water, & Wastewater Improvements

SCOPE OF WORK: W _____ WW _____ S/D _____ ALL xx

OWNER/DEVELOPER'S NAME AND ADDRESS

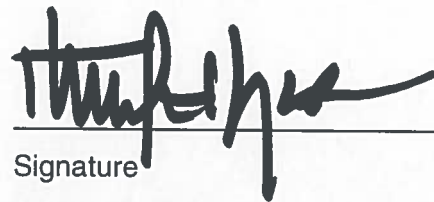
Kevin Pape
Lennar Homes of Texas Land & Construction, Ltd.
13620 North FM 620 Bldg B, Ste. 150
Austin, Texas 78717

CONSULTANT ENGINEER'S NAME AND ADDRESS

LJA Engineering, Inc.
T. Walter Hoysa, P.E.
2700 La Frontera Boulevard, Suite 150
Round Rock, Texas 78681

On this day, I, the undersigned Professional Engineer, or my representative, made a visual inspection of the above referenced project. Based on the site visit, all improvements for Devine Lake Phase 3 Section 1 Public Improvement Construction Plans (20-PICP-035), have been completed in substantial conformance with the approved plans. The lot grading has been constructed per the approved plans and there appears to be no significant deviation. No deficiencies in construction were visible or brought to my attention except the below listed items. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander, and the Design Engineer:

- ~~City of Leander punch list items generated from the final walkthrough dated March 10, 2022.~~
- Maintain temporary erosion controls until revegetation is complete.



Signature

March 10, 2022

Date

100072

Texas Registration Number

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way, Leander, TX 78641 and
Swiss Re Corporate Solutions America Ins. Corp. a Corporation organized under the
laws of the State of Missouri, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Six Hundred Forty-nine Thousand Five Hundred Ninety-six And 82/100
(\$ \$649,596.82) to which payment will and truly to be made we do bind ourselves, our and each
of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by
these presents.

WHEREAS, the said Principal has constructed Devine Lake Phase 3 Public Improvements Construction Plan - 20-PICP-035
(the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to
guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in
workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the
Principal keeps and perform the requirement of the Obligee's ordinances and this Maintenance
Bond to maintain the improvements and keep the same in good repair and shall indemnify the
Obligee for all loss that the Obligee may sustain by reason of any defective materials or
workmanship which become apparent during the period of two (2) years from and after the date
of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force
and effect, and Owner shall have and cover from said Principal and Surety damages in the
premises, as provided, and it is further agreed that this obligation shall be a continuing one
against the Principal and Surety hereon, and that successive recoveries may be had thereon for
successive breaches until the full amount shall have been exhausted; and it is further understood
that the obligation herein to maintain said improvements shall continue throughout the
maintenance period, and the same shall not be diminished in any manner from any cause during
said time.

Principal agrees to repair or reconstruct the improvements in whole or in part at any time
within the two year period to such extent as the Obligee deems necessary to properly correct all
defects except for normal wear and tear. If the Principal fails to make the necessary corrections
within ten days after being notified, the Obligee may do so or have done all said corrective work
and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and
keep in good repair the improvements for a period of two years from the date of acceptance; it
being understood that the purpose of this Maintenance Bond is to cover all defective conditions
arising by reason of defective material, work, or labor performed by said Principal or its

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th day of May, 2022.

Liberty Civil Construction, LLC
Principal

By: 

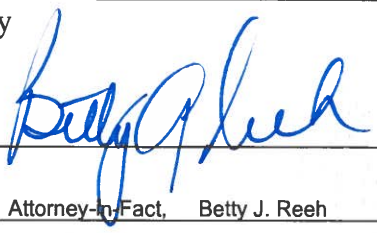
Title: Michael Ehrhardt, President

Address: _____

2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Ins. Corp.
Surety

By: 

Title: Attorney-in-Fact, Betty J. Reeh

Address: _____

1200 Main Street, Suite 800

Kansas City, MO 64105

The name and address of the Resident Agent of Surety is:

Acrisure, LLC dba IBTX

32335 US Hwy 281 N, Suite 1201, Bulverde, TX 78163

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

GARY W. WHEATLEY, BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,
ANA TOMES, PATRICK COYLE, PATRICIA ANN LYTTLE AND MICHAEL D. HENDRICKSON

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

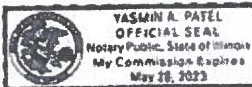
this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19TH day of May, 2022

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

August 08, 2022

Mr. Sarvesh D. Dhakal, PE
Assistant City Engineer
City of Leander
201 N. Brushy Street
Leander, TX 78641

RE: Final Costs and Quantities for
Devine Lake Phase 3

Attn. Mr. Dhakal:

The following is the information as applicable for Devine Lake Phase 3 – Sections 1 & 2 of this project.

Final Plat Legal Name as Recorded: Devine Lake Phase 3 (Doc#2021174525)

Name on Approved Construction Documents: Liberty Civil Construction, LLC

Name on Bank Bond for Fiscal Posting: Swiss Re Corporate Solutions America Insurance Corporation

COST CATEGORIES (Section 1)	AMOUNT
Street Improvements	\$2,947,917.03
Drainage Improvements	\$1,615,865.49
Water Improvements	\$810,188.98
Wastewater Improvements	\$757,381.11
Streetlight Improvements	\$364,615.61
Total	\$6,495,968.22

Cost Categories (Section 2)	Amount
Landscaping	\$467,912.00
Fiscal Required	\$467,912.00

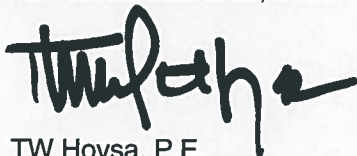
City of Leander Maintenance Bond (10%) **\$649,596.82 (Section 1 Only)**

Note that payment and performance bond for the full project will be held as security until the landscaping (Section 2) work has been completed and accepted by the City of Leander.

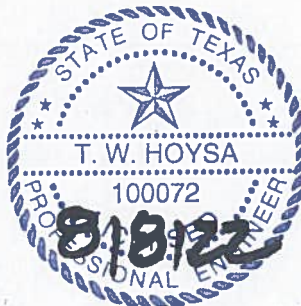
Currently Paid Inspection Fees	\$158,561.83
Inspection Fees (3.5%)	\$243,735.81 (Section 1 and Section 2)
Remaining Inspection Fees to be Paid	\$85,173.98

If we can be of any further assistance, please do not hesitate to call at 512-767-7351.

Very Truly Yours,
LJA ENGINEERING, INC.



TW Hoysa, P.E.
Senior Project Manager



**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF WILLIAMSON

'
'

Date: May 17, 2022

Developer: Lennar Homes of Texas Land and Construction, Ltd.

Contractor/Material
Provider ("Affiant"): Liberty Civil Construction, LLC.

Project: **Devine Lake Phase 3 Public Improvements Construction Plans
(20-PICP-035)**

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

Initialed: _____



SUBSCRIBED AND SWORN TO BY Affiant on this 17 day of May, 2022.

AFFIANT:

Signature: _____



Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared, Michael Ehrhardt, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of May, 2022.

[S E A L]



Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2024

Initialed: _____





EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Fineline General Contractor to provide for concrete pours to begin at 4:00 a.m. from August 30 through September 30 (weather dependent), for a total of seven (7) concrete pours, for the Shops at Hero Way project site located on 11620 Hero Way West; and requiring Fineline General Contractors to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

BACKGROUND:

Fineline General Contractor is requesting permission for construction activities to begin at 4:00 a.m. from August 30 through September 30 (weather dependent), for a total of seven (7) concrete pours at the Shops at Hero Way Project site (see attached request). Fineline General Contractor will make every attempt to notify the tenants that are adjacent to the jobsite. They will also post forty-eight (48)- hour notices in and around the property for the residents to view.

APPLICANT/AGENT:

Fineline General Contractor
Chris Ordner, Superintendent

RECOMMENDATION:

Staff recommends approval for a Variance of the City's Noise Ordinance for construction activities as described in the attached request from Fineline General Contractor for the Shops at Hero Way Job site.

PRESENTER:

Ross E. Blackketter, City Engineer

Attachments

1. Noise Ordinance Variance Request

Engineering Department
Temporary Noise Variance Application

Project Address: _11620 Hero Way W_____ OR Location: Shops at Hero
Way_____

Description of Work:

7 concrete pours. First scheduled 8/30 thru 9/30.

In the fields below, please enter the start date and time for the variance window including setup and traffic control. For the stop date use the ending day and time the variance will be needed including clean up.

Start Date: _August_30-_____ Start Time: __4 a.m._____

Finish Date: _____Sept 30th_____ Finish Time: Before 7pm

Applicant Information:

Name: _____Chris Ordner_____ Company: _Fineline General Contractor

Position: __Superintendent_____

Address: _1625 Williams Dr Ste #201 Georgetown TX 78628_____

Phone: 512-590-8390 _____ E-mail: __chris@finelinegc.com_____

Contractor Information:

Name: __Chris Congrove_____ Company __Solid Concrete_____

Position: __Owner_____

Address: __Leander TX 78641_____ Phone: __512-915-0225_____ E-

mail: _ccongrove@solidconcretellc.com_____



Engineering Department

Temporary Noise Variance ApplicationChapter 8 Offenses and Nuisances – Article 8.04 Noise - **Sec.8.04.001.a11**

(11) The excavation or grading of land, or the erection, construction, demolition or alteration of any building or structure, between the hours of 9:00 p.m. and 7:00 a.m., within six hundred feet (600') of any occupied residential structure, or that generates, produces or results in any noise or sound that may be heard at the property line of any occupied residential structure; provided that this subsection shall not apply to any such work, construction, repairs or alterations that constitute an urgent necessity for the benefit and interest of the public safety, health or general welfare, e.g., repairs and emergency installations by any public utility, or to any excavation, erection, construction, demolition or alteration authorized by the city council to be undertaken between the hours of 9:00 p.m. and 7:00 a.m.

1. Reasons for requesting a Temporary Noise Variance from the City of Leander (e.g. Construction Activities, Concrete pours, etc.)

Concrete pours.

2. List any noise generating equipment that will be operated during the variance window (e.g. Light plants, Generators, Backhoe, concrete saw, vacuum, etc.)

Light plants, generators, backhoe, skidsteers, concrete pump, power screen, any other necessary equipment.

3. List any measures that will be taken to reduce the impacts to neighbors. (e.g. No alarms, whistles or sirens will be used, we will notify the neighbors, etc.)

Will notify neighbors with 600' of site pour 48-hours in advance of pours. Additionally, will put up notices clarifying dates and time of pour at jobsite office.



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to RBT Roofing to provide for construction activities to begin at 6:00 p.m. from August 19 through October 5 (weather dependent) for the Akin Elementary School project site located on 3621 Barley Road; and requiring RBT Roofing to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

BACKGROUND:

RBT Roofing is requesting permission for construction activities to begin at 6:00 p.m. from August 19 through October 5 (weather dependent), for re-roofing activity at the Akin Elementary School site (see attached request). RBT Roofing will make every attempt to notify the tenants that are adjacent to the jobsite. They will also post forty-eight (48)- hour notices in and around the property for the residents to view.

APPLICANT/AGENT:

Trenton Welch, Project Manager
RBT Roofing

RECOMMENDATION:

Staff recommends approval for a Variance of the City's Noise Ordinance for construction activities as described in the attached request from RBT Roofing for the Akin Elementary School Job site.

PRESENTER:

Ross E. Blackketter, City Engineer

Attachments

1. Noise Variance Request Akin Elementary School



Engineering Department

Temporary Noise Variance Application

Chapter 8 Offenses and Nuisances – Article 8.04 Noise - **Sec.8.04.001.a11**

(11) The excavation or grading of land, or the erection, construction, demolition or alteration of any building or structure, between the hours of 9:00 p.m. and 7:00 a.m., within six hundred feet (600') of any occupied residential structure, or that generates, produces or results in any noise or sound that may be hear at the property line of any occupied residential structure; provided that this subsection shall not apply to any such work, construction, repairs or alterations that constitute and urgent necessity for the benefit and interest of the public safety, health or general welfare, e.g., repairs and emergency installations by any public utility, or to any excavation, erection, construction, demolition or alteration authorized by the city council to be undertaken between the hours of 9:00 p.m. and 7:00 a.m.

1. Reasons for requesting a Temporary Noise Variance from the City of Leander (e.g. Construction Activities, Concrete pours, etc.)

Night working due to the system being torch down and, in the evening's, its cooler and school starting. The system will be a SBS torch cap sheet over an existing mod bit roof which is an overlay we will not be tearing the roof off so the noise will be at a minimum. The torch is running off propane. There will be no generators. But there will be a forklift and we will plan to run it between 6:00 p.m. to 7:00 P.M. We are looking to start work 6:00 p.m. and stop work at 6:00 A.M this job will be a minimum of 45 days weather permitting!

2. List any noise generating equipment that will be operated during the variance window (e.g. Light plants, Generators, Backhoe, concrete saw, vacuum, etc.) Fork lift, Torch ran off propane, power washer.
3. List any measures that will be taken to reduce the impacts to neighbors. (e.g. No alarms, whistles or sirens will be used, we will notify the neighbors, etc.) We will put a sign up onsite



when working! The noise will be at a minimum.

Engineering Department
Temporary Noise Variance Application

Project Address: _3621 barley Road Leander, Tx 78641 Akin Elementary_____
OR Location: _____

Description of Work: **We will be power washing the loose grainels off, priming the deck after dry we will torch a SBS cap sheet on a existing mod-bit roof.**

In the fields below, please enter the start date and time for the variance window including setup and traffic control. For the stop date use the ending day and time the variance will be needed including clean up.

Start Date: TBD Start Time: 6:00 P.M
Finish Date: _____ Finish Time: 6:00 A.M

Applicant Information:

Name: Trenton Welch Company RBT Roofing Position: Protect Manager
Address: 1944 Clew Springs Phone: 903-278-1609 E-mail: Devin@RBTroofing.com



Contractor Information:

Name: Trenton Weir Company: RBTrowfin Position: protect manager
Address: 1444 Clear Spring Phone: 903-278-1601 E-mail: _____



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Approval of Task Order DA-01 with Doucet & Associates, Inc. for professional services for the design of San Gabriel Parkway Phase 3 (CIP Project T.46) in an amount of \$650,438.00; and authorize the City Manager to negotiate and execute all necessary documents; and provide an effective date.

BACKGROUND:

Now that San Gabriel Parkway Phase 1 is accepted, and Phase 2 of the roadway is nearing being bid for construction, the City needs to start the design of the westernmost portion of this project. Phase 3 is the segment of the roadway that will extend from the completed Phase 1 section (adjacent to Palmera Bluff) to CR 270. The project will consist of the design of four (4) lanes of roadway, with the construction of only two (2) lanes at this time.

Previously, Doucet & Associates, Inc. performed engineering services for a developer to review and analyze their drainage analysis. Task Order DA-01 provides for professional services required for the design of the third phase of the San Gabriel Roadway Project. The scope of work for this design is to provide a set of plans for the construction of two (2) lanes of the four (4)- lane roadway, with all associated drainage and wastewater improvements. All four (4) lanes of the roadway will be in the design, but only two (2) will show for construction at this time. The remaining two (2) lanes will be built when funds become available.

Compensation for this plan is a lump sum amount of \$650,438.00, to be billed on an hourly basis. This amount will not be exceeded without authorization by the City of Leander.

RECOMMENDATION:

Staff requests authorization for the City Manager to negotiate and execute Task Order DA-01 in an amount not to exceed \$650,438.00.

PRESENTER:

Ross E. Blackketter, P.E., City Engineer

Fiscal Impact

<u>Amount requested:</u>	\$650,438.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	CIP 55-01-8386

Attachments

1. Professional Services Agreement
2. Task Order DA-01
3. DA Proposal

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract" or "Agreement") between the City of Leander ("OWNER") and Doucet and Associates, Inc. ("Professional"), collectively referred to as the "Parties", is an agreement for the Professional to provide the OWNER with the professional services described in this Contract, for and in consideration of the payment terms and performance obligations herein described. The effective date of this Contract shall be the date set forth on the signature page.

Article 1. Work to be Provided

(a) Professional shall provide Work (the "Work") to OWNER under individual assignments. A general description of the Work required by this Contract includes water and wastewater utility engineering services, design and studies of hydrology and hydraulics, and design and studies of transportation infrastructure. OWNER will provide a written Task Order, including a written Statement of Work describing the tasks to be performed, to Professional for the particular Task and a specific price or a formula by which the price can be determined. No Work is authorized unless authorized representatives of both parties sign such a Task Order. This Contract does not guarantee a minimum amount Professional will be paid or a minimum number of Task Orders.

(b) Notwithstanding anything to the contrary contained in this Agreement, OWNER and Professional agree and acknowledge that OWNER is entering into this Agreement in reliance on Professional's special and unique abilities with respect to performing the Work, and Professional's special and unique abilities with respect to engineering services. The Professional accepts the relationship of trust and confidence established between it and the OWNER by this Agreement. Professional covenants with OWNER to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of OWNER in accordance with OWNER's requirements and procedures, in accordance with the standards of Professional's profession or business. Professional represents that there are no undisclosed obligations, commitments, or impediments of any kind that will or could taint, limit or prevent performance of the Work.

(c) Changes In Scope of Work. OWNER may request additional Work or changes in the Work as the project progresses. If so, changes in the Scope of Work shall be initiated by a written change order signed by an authorized representative of each party. The change order shall describe the Work to be added, changed or deleted and shall state the additional cost or cost reduction and schedule changes, if any. Verbal change orders shall have no effect, except in cases of an emergency threatening personal injury or property damage, and in such cases the verbal change order shall be followed as soon as practicable by a writing to be executed by the parties hereto. The terms and conditions of this Contract may be modified only by a writing signed by an authorized representative of each party.

Article 2. Contract Documents

- (a) General Definition. The Contract Documents, in order of precedence consist of:
- ☐ All written Change Orders executed after the effective date of this Contract by an authorized representative of each Party;
 - ☐ Each Task Order executed pursuant to this Contract by an authorized representative of both parties;
 - ☐ The Statement of Work attached to each Task order;
 - ☐ This Contract; and
 - ☐ Any other documents specifically identified as Contract Documents in the General Conditions.
- (b) Exclusion from Contract Documents. No term, condition, or provision of any Task Order or other document that conflicts with the terms and conditions contained in this Professional Services Contract will be considered part of the Contract Documents, or otherwise valid, unless expressly provided and accepted in writing by the OWNER and Professional.

Article 3. Term

This Contract is for a three (3) year period subject to extension as provided in this Article, but not to exceed a maximum five (5) year period. The primary term begins upon execution of this Contract by an authorized representative of the OWNER and expires in three years. OWNER shall thereafter have the option to extend the contract for up to, but not to exceed, two extended terms of one year each. Any extension by the OWNER shall be effective upon 30 days notice to Professional prior to the end of the then current term. The extension shall be deemed automatically accepted by Professional unless Professional refuses the extension by written notice to OWNER within ten (10) days after the Professional receives the notice of extension from the OWNER.

Article 4. Schedule

Time is an important element of the performance of this contract. Professional will put forth its best efforts to complete the Work in accordance with any deadlines to which the parties agree in any Task Order. Professional agrees to perform all obligations and render the Work set forth in this Contract or any Task Order issued pursuant hereto in accordance with the any timelines included in the Statement of Work, except as the Parties may hereafter mutually agree in writing otherwise. If required by the Statement of Work, a specific work progress schedule will be developed for each individual task in compliance with that Statement of Work.

Article 5. Price

The Price to be paid for Work under any Task Order shall be as agreed in a particular Task Order.

Article 6. Payment

(a) Anything in this agreement to the contrary notwithstanding, all payments to be made by the OWNER hereunder are subject to Ch. 2251 of the Texas Government Code, popularly known as the Prompt Payment Act, which shall control to the extent of any conflict with this paragraph. Payment in full for invoices shall be due within thirty (30) days from date the invoice is received by OWNER. Invoices paid more than thirty (30) days after the invoice is received are subject to a late charge of 1% per month (12% APR) on the amount of the undisputed past due balance.

(b) Invoices for payment under this Contract shall be sent to:

Ross E. Blackketter, P.E.
City Engineer
City of Leander
P.O. Box 319
Leander, Texas 78646-0319

Payments may be based on completion of the Work, fulfillment of milestones, progress payments or any other method that is established in the agreed Statement of Work. In no event shall Professional invoice OWNER more than once monthly.

Article 7. Acceptance of the Work

When Professional can demonstrate that the Work is complete in accordance with the acceptance criteria included in the Statement of Work and so notifies OWNER, OWNER shall review the Work for general compliance with the Contract. If the Work appears to comply with the Contract requirements, and Professional has furnished all required documentation, OWNER shall notify Professional in writing of OWNER's Acceptance of the Work. Acceptance of the Work shall not limit nor diminish Professional's responsibilities, duties and warranties with respect to the Work. The Work shall be performed by the Professional in a manner consistent with good practices for the profession, and the standards and skills of the professionals practicing such profession in Travis County and Williamson County, Texas.

Article 8. Jobsite Inspection

If required by OWNER, Professional's representatives shall observe the jobsite and clearly understand the requirements and risks of the Work to be performed, the jobsite conditions, traffic conditions, the proximity of high-voltage power lines, utilities, and other local conditions likely to affect Professional's performance before accepting any Task Order. Acceptance of a Task Order shall constitute the Professional's certification that it has by observation satisfied itself with respect to all such local conditions and is willing to accept all risks they impose.

Article 9. Independent Contractor

(a) Professional shall perform in all respects as an independent contractor and not as an employee, partner, joint venture or agent of the OWNER. The Work to be performed by Professional shall be subject to the OWNER's review, approval and acceptance as provided in the Contract Documents, but the detailed manner and method of performance shall be under the control of Professional. The accuracy, completeness, and scheduling of the Work and the application of proper means and methods for performance of the Work are entirely the responsibility of Professional. Professional shall be solely responsible for hiring, supervising and paying its employees, subcontractors and suppliers. Professional shall be solely responsible for payment of all (i) compensation, including any employment benefits, to its employees, (ii) taxes, including withholding for federal income tax purposes, employment and unemployment taxes, and (iii) such other expenses as may be owed to Professional's employees. However, because Professional's Work may be associated in the minds of the public with OWNER, Professional shall ensure that all Work by its employees, subcontractors and agents is performed in an orderly, responsible and courteous manner. Non-citizen workers shall be properly documented.

(b) Upon prior notification to and written approval of OWNER, Professional may hire subcontractors to perform work hereunder. Professional shall be responsible to OWNER for the performance of all such subcontractors. OWNER shall require any and all such subcontractors to sign agreements with Professional that bind the subcontractors to perform subcontracts in accordance with the Contract Documents. Upon the request of OWNER, Professional shall furnish OWNER with copies of such subcontracts. In addition, Professional agrees that it is Professional's responsibility to ensure that such subcontractors make all appropriate tax payments or tax withholding in relation to subcontractor's employees providing work to OWNER through Professional under this Contract. Professional represents that it and its subcontractors are fully trained to perform the tasks required by this Contract and that they need no training by the OWNER. Professional further understands and agrees that it will be responsible to OWNER for the quality and performance of any Work performed by any such subcontractor.

Article 10. Licenses and Permits

(a) Professional shall procure and maintain at its expense all licenses and permits necessary for it to perform the Work.

(b) Professional shall ensure that its subcontractors' and their employees are all properly licensed to perform their respective portions of the Work.

Article 11. Governing Laws, Regulations & Standards

(a) This Contract shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of this Contract issued under it, venue for such litigation shall be in a court of competent jurisdiction in Williamson County, Texas.

(b) Professional shall be aware of and shall comply with all non-conflicting Federal,

State, and local laws, ordinances, codes (including applicable Professional codes) and regulations applicable to the Work, any equipment to be fabricated and delivered and for compliance with standards and codes of technical societies that have been adopted by law or regulation or compliance with which is required in the Contract Documents. If any of the Work fails to comply with such laws, ordinances, codes, and regulations, Professional shall bear the costs to bring the Work into compliance.

(c) Without limiting the generality of the foregoing, during the performance of the Agreement, Professional agrees to comply with all applicable regulations of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor as they may apply to Equal Employment Opportunity. Professional will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor pursuant thereto, and will permit access to its books, records, and accounts by the cognizant agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Article 12. Intoxicants & Drugs: Employee Conduct

OWNER shall not allow intoxicants or illegal drugs on its jobsite. Professional shall not at any time allow personnel for whom it is responsible on the jobsite if they are under the influence of any substance that may impair their performance. Professional shall promptly remove from the jobsite any person who is or appears to be under the influence of any of these substances or is otherwise unsafe or disorderly. Professional shall ensure that its employees, subcontractors and their employees avoid excessive noise, exceeding speed limits or reckless driving, use of weapons, or trespass on land not owned by or under easement to OWNER. If private property must be entered or crossed to perform the Work, Professional shall obtain permission from the property owner before entering.

Article 13. Risk of Loss

(a) Professional shall bear the expense and risk of loss or damage to work in progress, completed Work, materials, equipment, and all other incidents of the Work prior to Acceptance of the Work. Professional shall promptly replace or repair any loss or damage at its own expense. In the event of substantial loss or damage due to Force Majeure, the schedules shall be equitably extended. Professional shall bear the expense of storage space for stored materials, whether on-site or off-site, and shall bear the risk of loss or damage to all such materials. Professional shall take reasonable precautions to protect the materials from weather damage, burglary, pilferage and similar hazards.

(b) Professional shall bear the risk of loss or damage to its own equipment, tools, supplies and property and those of its subcontractors and suppliers, regardless of the cause of loss or damage throughout the project.

Article 14. Warranties and Representations

(a) **Warranty of Title.** Professional warrants the title to any goods it delivers to OWNER incidental to the performance of the Work and that said goods will be free and

clear of all liens, mortgages, security interests or other encumbrances.

(b) **General Warranty of the Work.** Professional represents that all Work shall be performed in a Professional manner consistent with the industry standards and the standards of the profession of Professional. Professional shall correct, without delay and at its own expense, any portion of the Work that does not meet the foregoing warranty and is discovered within one year after Acceptance of the Work by re-performing that portion of the Work. Any repair, replacement, or modification of the Work performed pursuant to the provisions of this paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the Work.

(c) **Intellectual Property Representation.** Professional represents that the Work and the processes used in performing it shall not infringe on any valid United States patent, registered United States copyright, trademark or trade secret.

(d) **Business Standing Warranty.** Professional warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Professional has been duly authorized to act for and bind Professional; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Professional has been duly authorized to act for and bind Professional.

Article 15. General Indemnity

(a) Professional shall hold the OWNER and its councilmember's, officers, employees, agents and professionals harmless from all claims, damages, losses and expenses (jointly, "Claims"), including reasonable attorneys' fees, arising out of, or resulting from or arising under this Agreement, provided that any such liabilities, damage, loss, or expense is caused by the negligent, grossly negligent or intentional act or willful misconduct of Professional, anyone directly or indirectly employed by it, or anyone for whose acts it is legally liable.

(b) If the parties are concurrently negligent, each party's liability shall be limited to that portion of negligence attributable to it as determined under the applicable proportionate responsibility rules of the state of Texas.

(c) Anything to the contrary herein notwithstanding, neither party shall be liable to indemnify the other for the negligence, gross negligence or willful misconduct of the other.

(d) The foregoing indemnity provisions shall be deemed independent covenants and shall survive completion of or any termination of the Agreement or any claimed breach thereof. Professional's indemnity responsibility as specified in this clause shall not include

special, incidental, punitive or consequential damages.

Article 16. Intellectual Property Indemnity

(a) Professional shall, at its own expense, defend all suits or proceedings instituted against OWNER, its officers, agents, employees, or professionals based upon any claim that the Work, or any part thereof, or the process performed thereby constitutes an infringement of either any patent or copyright of the United States or of any trademark or trade secret protected by either federal or state law. Professional shall pay all awards of damages assessed against OWNER which result from any such claim, suit, or proceeding and shall indemnify and save OWNER harmless against losses, expenses (including reasonable attorney's fees), and damages resulting from any such claim, suit, or proceeding, including obedience to resulting decrees and to resulting compromises for which Professional is legally liable.

(b) If, in any such suit, a restraining order or temporary injunction is granted, Professional shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If, in any such suit, the Work or any part thereof or the process performed thereby is held to constitute an infringement and its use be permanently enjoined, Professional shall at once make every reasonable effort to secure for OWNER a license at Professional's expense authorizing the continued use of the alleged infringing portion of the Work. If Professional is unable to secure such license within a reasonable time, Professional shall, at its own expense and without impairing performance requirements, either provide non-infringing replacements or modify the Work to eliminate the infringement. In addition to indemnifying and saving OWNER harmless, Professional shall reimburse OWNER for any costs incurred as a result of the unavailability of the infringing item or its non-infringing replacement.

(c) Such indemnity shall not apply to infringement claims that are based upon patent, copyright, trademark, or trade secret violations where such information was supplied by OWNER or which were directed for use by OWNER.

Article 17. Indemnity Procedures

With respect to any claim for Indemnity, the following procedures shall apply:

(a) **Notice.** Promptly after receipt by any entity entitled to indemnification of notice of the commencement or threatened commencement of any civil, administrative, or investigative action or proceeding involving a claim in respect of which the indemnitees shall seek indemnification, the indemnitees shall notify the indemnitor of such claim in writing. No failure to so notify an indemnitor shall relieve the Indemnitor of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor elects to assume control of the defense and settlement of that claim (a "Notice of Election"). It is specifically provided that any indemnitee may by separate legal counsel

participate in any proceeding brought by a third party and raise defenses available to indemnitees, without waiving or limiting the benefits of this article or any duty or responsibility of indemnitor; provided that such indemnitee shall not attempt to limit or waive any defenses raised by indemnitor.

(b) **Procedure for Notice of Election.** If the indemnitor delivers a Notice of Election relating to any claim within the required notice period, the indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided, however, that (i) the indemnitees shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) the indemnitor shall obtain the prior written approval of the indemnitees before entering into any settlement of such claim or ceasing to defend against such claim. After the indemnitor has delivered a Notice of Election relating to any claim in accordance with the preceding paragraph, the indemnitor shall not be liable to the indemnitees for any legal expenses incurred by such indemnitees in connection with the defense of that claim. In addition, the indemnitor shall not be required to indemnify the indemnitees for any amount paid or payable by such indemnitees in the settlement of any claim for which the indemnitor has delivered a timely Notice of Election if such amount was agreed to without the written consent of the indemnitor.

(c) **Procedure Where No Notice of Election Is Delivered.** If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnitees shall have the right to defend the claim in such manner as it may deem appropriate. If the indemnitor fails to deliver a Notice of Election for any claim for which indemnitor is obligated to indemnify the indemnitees pursuant to the terms of this Agreement, then the indemnitor will be solely responsible for any and all costs and expenses incurred by the indemnitees in defending such claim and the indemnitor shall promptly reimburse the indemnitees for all such costs and expenses.

Article 18. Insurance

Professional shall obtain and maintain the insurance coverage specified below on an occurrence-basis and shall provide to Owner an insurance certificate listing the coverage before starting work on any OWNER property. **THE COVERAGE SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING PROFESSIONAL'S LIABILITY UNDER THE INDEMNITY PROVISION.** OWNER shall be listed as an "additional insured" on all policies other than the Workers Compensation and Professional Liability policies. Professional for itself and its insurers hereby waive subrogation against OWNER, its affiliates, their Boards of Directors, Directors, officers, employees and agents. Professional's failure to maintain the required insurance coverage at any time during the contract period may be grounds for OWNER to suspend the Contract and withhold payment until insurance coverage is satisfactory.

	<u>Type of Insurance</u>	<u>Minimum Coverage</u>
(a)	<u>Workers' Compensation</u>	
	Coverage A -	statutory
	Coverage B -	\$250,000 employer's liability
(b)	<u>General Liability</u>	
	Bodily Injury	\$500,000 per person
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$1,000,000 per occurrence
(c)	<u>Automobile Liability</u>	
	(including owned or leased vehicles and heavy equipment)	
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$ 500,000 per occurrence

The automobile liability coverage shall apply to owned, non-owned, hired and leased vehicles. Before work begins, a certificate of all required insurance shall be filed with Project Manager of OWNER.

(d)	<u>Professional Liability</u>	\$1,000,000 per occurrence
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Article 19. Force Majeure

(a) The nonperformance or delayed performance by Professional or OWNER of any obligation under the Agreement shall be excused if such nonperformance or delay is caused by an event beyond the control of the affected party ("Force Majeure"), except to the extent that Professional knew of or should reasonably have been able to foresee such an event and failed to take reasonable measures to avoid the event. Items beyond the control of the parties include, but are not limited to: acts of war, acts of a public enemy; acts of domestic or foreign terrorism, natural disasters; strikes, epidemics or quarantine restrictions; riot, or sabotage; and acts of civil or military authority having jurisdiction.

(b) Upon occurrence of a Force Majeure, the date for performance of the Work shall be extended for a period equal to the time lost by reason of the delay, provided Professional or OWNER has taken reasonable steps to proceed with the performance of the Agreement and has made written notification of such delay and of any corrective action taken. Professional shall not be entitled to any increase in compensation by reason of Force Majeure.

(c) The following delays shall not constitute excusable delays in performance by Professional and shall not constitute a reason for extending the date for performance of the Work:

1. Delays by subcontractors or suppliers of Professional for reasons other than

Force Majeure;

2. Delays in approval of documentation because of inadequate performance by Professional;
3. Delays caused by Professional's lack of sufficient personnel with the necessary skills.

Article 20. General Safety, Environmental and Site Operations Requirements

(a) Safety. All parts of this Contract shall be performed in strict accordance with the safety requirements of applicable codes and statutes, federal, state, and local requirements, and the best industry practice. Professional is solely responsible in its procedures for the safety of its jobsite personnel, equipment, and properties involved in this project, including Professional's subcontractors. However, Professional is not responsible for jobsite safety of others, including Construction Contractor personnel or Construction Contractor means, methods, or procedures.

(b) Environmental. Professional is solely responsible for all costs incurred by OWNER for any spills or leaks caused by Professional or its subcontractors or sub consultants during performance of, or in connection with, the Work. Without limiting the foregoing sentence, Professional shall be responsible for all costs incurred to contain, remediate, and restore the site of the spill according to applicable state and federal laws and regulations, and if on OWNER's property, according to OWNER's requirements.

OWNER shall be responsible for all notifications required by and federal, state, or local law or regulation. Professional shall immediately notify OWNER with the nature and location of the spill. Professional shall provide a written report to OWNER whose representative shall identify the substance, quantity released, location of the spill, and perform clean up and remediation activities. If the spill occurs off OWNER's property, then the Professional shall also notify the OWNER of any agencies notified and the representatives of the agencies contacted. The report shall be a narrative that summarizes on-scene activity and remediation efforts. If long-term remediation will be required, it shall be noted in the report. The initial report shall be provided to OWNER within 24 hours after the incident. Follow-up reports shall be provided to OWNER weekly until remediation efforts have been completed and the spill has been properly remediated.

PROFESSIONAL SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY AND ALL LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIATION COSTS, FINES, PENALTIES, COURT COSTS, AND ATTORNEY'S FEES RESULTING FROM SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES CAUSED BY PROFESSIONAL, ITS SUBCONTRACTORS, AND/OR SUBCONSULTANTS.

Article 21. Assignment

This Contract is to be considered a personal Work Contract. Professional may not assign this Contract without the consent of OWNER. Any permitted assignee must notify the OWNER in writing that it accepts the assignment on the same terms and conditions contained in this Contract. No permitted assignment shall limit Professional's responsibility for performance of this contract. Attempted assignment or delegation of this Contract, including obligations under it, without the written consent of OWNER shall be void, and not merely voidable.

Article 22. Termination for Convenience

(a) OWNER shall have the right to terminate this Contract for its convenience at any time. After receipt of the notice of termination, the Professional shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

1. Stop all ongoing Work.
2. Place no further subcontracts or orders for materials or Work.
3. Terminate all subcontracts.
4. Cancel all materials and equipment orders, as applicable.
5. Take any action that is necessary to protect and preserve all property related to this Contract that is in the possession of the Professional.

(b) In the event of a termination under paragraph (a) of this Article, OWNER shall pay equitable termination charges, for all billable time expended or portions of Work completed (as applicable) and materials purchased, and out-of-pocket costs that have been reasonably incurred by Professional as a result of terminating this Contract. OWNER shall not be liable in connection with any termination under this Article for special, incidental, consequential, or punitive damages, or for loss of anticipated future work, anticipated profits, administrative costs or overhead on anticipated work, or other indirect costs.

Article 23. Termination for Cause

(a) The occurrence of any one or more of the following events will constitute an event of default:

- (1) Professional's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient

skilled workers, suitable materials or equipment, or to adhere to project schedules as adjusted from time to time pursuant by the parties);

(2) Professional's disregard of applicable laws or regulations;

(3) Professional's disregard of the authority of OWNER's Representative;

(4) Professional's violation in any substantial way of any provisions of the Contract Documents;

(5) Failure of Professional to pay subcontractors and/or material suppliers; or

(6) Professional's violation of OWNER's ethics policy.

(b) If one or more of the events identified in paragraph (a) occur, OWNER may terminate this Contract, after giving Professional (and the surety, if any) seven (7) calendar days prior written notice, unless such event of default shall have been cured.

(c) If this Contract has been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against Professional or any surety then existing or which may thereafter accrue. No retention or payment of moneys due Professional by OWNER will release Professional from liability.

(d) In such a circumstance, OWNER shall notify Professional in writing of the termination, with copies of the notice to OWNER's jobsite personnel. Upon notice of termination, Professional and its subcontractors shall promptly stop the Work and allow OWNER to take possession of the jobsite including any equipment and materials identified to the project (whether stored on-site or off-site), after securing the jobsite from safety and environmental hazards.

Article 24. Work Product. Upon termination of this Agreement for cause or for convenience, Professional shall deliver all work product and deliverables prepared under this Agreement, whether complete or not, to the City in a form acceptable to the City. The work product and deliverables shall be delivered to the City upon the earlier to occur of thirty days' notice from the City or the date of termination of the Agreement. This section shall survive termination of the Agreement, and the City may enforce this provision through specific performance.

Article 25. Suspension

(a) OWNER may, at any time and at its sole option, suspend all or any portions of the Work to be performed under this Agreement by providing ten (10) calendar days written notice to the Professional. Upon receipt of any such notice, Professional shall:

1. Immediately discontinue the Work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, Work, or facilities with respect to the suspended portion of the Work, other than to the extent necessary to protect any portion of the Work already performed.
3. Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to OWNER, of all orders, subcontracts, and rental agreements to the extent that they relate to performance of the portion of Work suspended by the notice.
4. Continue to protect and maintain the portion of the Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
5. Continue to perform Professional's obligations for the portions of the Work not suspended.

(b) As full compensation for such suspension, Professional will be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs actually result from such suspension of Work.

1. A reasonable standby charge to be negotiated between OWNER and the Professional sufficient to compensate Professional for keeping (to the extent required in the notice) its organization and equipment committed to the Work in a standby status.
2. All reasonable costs associated with demobilization of Professional's facility, forces, and equipment.
3. A reasonable amount to be negotiated between OWNER and the Professional to reimburse the Professional for the cost of maintaining and protecting that portion of the Work upon which activities have been suspended.
4. All billable time reasonably extended or portions of Work completed (as applicable) prior to the suspension, materials purchased, and out-of-pocket costs that have been reasonably incurred by Professional.

(c) Upon receipt of notice to restart the suspended portion of the Work, Professional shall immediately resume performance on the suspended portion of the Work to the extent required in the notice. Within 14 calendar days after receipt of notice to restart the suspended portion of the Work, the Professional shall submit a revised schedule for approval by OWNER. If, as a result of any suspension, the cost to Professional of subsequently performing the Work or the time required to do so is changed, a claim for an adjustment in the contract price may be made. Any claim on the part of Professional for change in price or extension of time shall be made in accordance with this Agreement.

Article 26. Dispute Resolution

The Parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or as a result of this Contract and prior to the initiation of any litigation, the Parties will voluntarily submit the dispute to the Travis County Dispute Resolution Center for mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. ANN., (Vernon's 1986). No record, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this article has been complied with in good faith by a party. The use of such center shall not be or constitute a waiver of venue.

Article 27. Notices

All notices or other communications required under this Contract may be made either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

Owner: Ross Blackketter, P.E.
City Engineer
City Of Leander
P.O. Box 319
Leander, TX 78464-0319

Professional: David Speicher
Vice President
Doucet and Associates
7401B Hwy 71 West, Ste. 160,
Austin Texas 78735

Article 28. Titles and Section Headings

The titles and section headings of this Contract are included for convenience only and shall not be deemed to constitute a part of this Contract.

Article 29. Interpretation and Reliance

While this Contract form was initiated by OWNER, Professional had the opportunity to take exception to and seek clarification of it. Thus, this Contract is the product of negotiations between the Parties. No presumption will apply in favor of any party in the interpretation of this Contract or in resolution of any ambiguity of any provision.

Article 30. Failure to Act

No action or failure to act by either party shall be a waiver of a right or duty afforded under the Contract, nor shall such action or failure to act constitute a breach of this Contract, except as specifically agreed to in writing.

Article 31. Contract Non-Exclusive

The Contract is not exclusive. Professional has the right to perform Work for others during the term of the Contract, and OWNER has the right to hire others to perform the same or similar tasks.

Article 32. Third Party Beneficiaries

There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.

Article 33. Mitigation of Damages

In all cases the Party establishing or alleging a breach of contract or a right to be indemnified in accordance with this Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred, provided that it can do so without unreasonable inconvenience or cost.

Article 34. Severability

This Contract is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Contract if it can be given effect without the invalid parts.

Article 35. Integration & Contract Modification

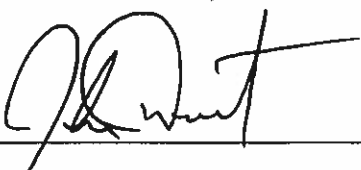
This Contract contains the entire and integrated agreement between Professional and OWNER as to its subject matter and supersedes all prior negotiations, correspondence, understandings, representations and agreements, written or oral, related to it. In case of conflict between the terms and conditions of this Contract and those of any standard sales forms presented by Professional or such forms appearing in or referenced by Professional's bid or proposal, the terms and conditions of this Contract shall prevail. The terms and conditions of this Contract can be modified only by a writing signed by an authorized representative of both Professional and OWNER.

Executed to be effective as of the ____ day of _____, 2022.

City of Leander:

Doucet and Associates, Inc.:

By: _____

By:  _____

Name: _____

Name: John Doucet

Title: _____

Title: Executive Vice President

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. DA-01

This will constitute authorization by the City of Leander, Texas (Owner), for Doucet & Associates Inc. (Engineer), to proceed with the following described engineering services.

San Gabriel Parkway Phase 3

A. PROJECT DESCRIPTION

The project is for the design and construction management of Phase 3 of San Gabriel Parkway from CR270 to the Palmera Ridge subdivision. The design of this parkway will consist of a 4-lane divided road. The construction phase will consist of only constructing the northern two lanes. The desired project will include a large roundabout at the intersection of San Gabriel and CR 270.

B. SCOPE OF SERVICES

Doucet & Associates Inc. will provide design services as described in the attached proposal dated July 12, 2022.

C. DELIVERABLES

Doucet & Associates Inc. will provide deliverables as described in the attached proposal dated July 12, 2022.

D. BASIS OF COMPENSATION

The total compensation for the San Gabriel Parkway Phase 3 shall be based on a time and material bases and will not to exceed \$650,438. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Design phase services are anticipated to take approximately 10 months.

Doucet & Associates Inc. will begin work as soon as authorized and as services are requested. Design and construction phase services are anticipated to be completed within 18 months after notice to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By _____
City Manager

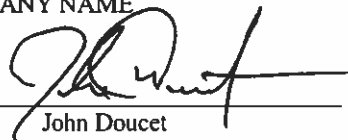
Title _____

Attest _____

Date _____

ACCEPTED:

COMPANY NAME

By 
John Doucet

Title Executive Vice President

Attest 

Date 7/28/2022



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

July 12, 2022

Mr. Blackketter, P.E., City Engineer
City of Leander
PO Box 319
Leander, Texas 78646

Phone: 512-528-2797

Re: Proposal for Professional Engineering Services
San Gabriel Parkway Phase 3 from CR270 to the Palmera Ridge subdivision.
Leander, Texas

Proposal: DS 2181-002-02

Dear Mr. Blackketter,

Doucet & Associates, Inc. ("Doucet") is pleased to submit this proposal for professional services for the above referenced project. Our understanding is the City plans on constructing a 4-lane divided roadway with a Traffic Circle/Roundabout near the intersection of CR 270 and San Gabriel Parkway.

This letter proposal includes our Scope of Services, Compensation, and our fee schedule (A). If our proposal is accepted, we will work with the City to develop a project Professional Service Agreement (PSA). If you have any questions regarding this proposal including attachments, please feel free to contact me.

Doucet proposes to complete the scope of services with no utilities considered other than the recently installed water line and proposed storm sewer. Compensation for our services will be billed on a time and material bases and will not to exceed \$650,438. Doucet will invoice monthly for only services (Time and Material) rendered. We can provide documentation to support our invoices upon request.

We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of your team.

Sincerely,

David T. Speicher, PE, ENVSP
Regional Director of Transportation and Public Works
832.986.0663

TBPE Firm# 3937
TBPLS Firm# 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

SCOPE OF SERVICES

Based on our understanding of your needs at this time and the status of this project, we propose to provide the following specific services:

The project is for the design and construction management of Phase 3 of San Gabriel Parkway. The design of this parkway will consist of a 4-lane divided road. The construction phase will consist of only constructing the northern two lanes. The desired project will include a large roundabout at the intersection of San Gabriel and CR 270.

COMPENSATION

As identified in our Level of Effort spreadsheet attached, our scope of services will include the following task and will be billed Monthly for time and material, with a not to exceed fee of **\$ 650,438.**

Task 1. Project Management

David Speicher, P.E. will be the Project Manager and responsible for all project management, and communications with the City of Leander and its representatives. Duke Altman, P.E. will be the Principle in Charge – Assisting David when needed.

1.1 External Meetings: - 7 external meetings assumed:

- Attend a kickoff meeting and coordination/progress meeting with the City and its representatives and stakeholders, to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings conducted by Engineer.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting conducted by the Engineer.
- Conduct internal coordination meetings as required to advance the development of the project.

1.2 Internal Team Meetings: – As necessary

- Conduct internal coordination meetings as required to advance the development of the project.
- Prepare meeting minutes, prepare meeting minutes and file in project folder.

1.3 QA/QC:

- Provide Quality Assurance and Quality Control by ensuring procedures are monitored and executed through a system of standardized internal processes. Projects are subjected to weekly sit-down reviews through mandated Project Manager meetings. These meetings detail the status of the project to ensure that Quality Milestones are met. Quality compliance is monitored through a visual management system designed to easily identify critical check points. A Constructability Review is also performed by a senior construction manager to ensure that each project is designed in a cost effective, buildable, and sustainable manner.

1.4 Communication & Reporting:

- Prepare and maintain routine project record keeping including records of meetings.
- Correspondence and coordination will be handled through & with the concurrence of the City.

- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with the City and its representatives, and assist them and its representatives in preparing responses to Project-related inquiries.

1.5 ROW Update Meetings:

- Attend 5 ROW coordination meetings to advance the development of the project.

1.6 Design Submittal Meetings:

- Conduct internal design review meetings, document and make necessary corrections.
- Submit Designs and associated documents for external reviews.
- Attend external design review meetings.

1.7 Prepare Monthly Progress Reports with Schedule and Invoicing:

- Submit monthly progress status reports to the City. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the City and its representatives.
- Prepare correspondence, invoices, and progress reports monthly in accordance with current City's requirements.
- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.

DELIVERABLES:

- Monthly Invoices and Progress Reports
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule

Task 2. Conceptual Design 30%

2.1 Drainage Analysis and Modeling:

- All drainage related work will be performed utilizing City of Leander requirements.
- Develop drainage area maps delineating drainage area boundaries based on local contour data supplemented with field survey data.
- Prepare hydrologic and hydraulic models and/or use the rational method and HY8, to define the drainage infrastructure required for the project. Detail the methodologies employed and recommendations. The analysis will include preparation of a preliminary design of the right of way drainage system, cross drainage structures, right-of-way drainage, major channel crossings to reflect the existing and proposed conditions, recommended minimum pavement elevations based on cross drainage flood elevations, right of way requirements, identify potential needs for FEMA Coordination. HEC-RAS shall be utilized for all stream modeling if necessary.
- Provide all pertinent hydrologic and hydraulic calculations, using Atlas 14, for the design of drainage structures and incorporate such in the plans.
- Provide horizontal and vertical location as well as sizing for the conceptual drainage system plan.
- Water quality analysis and design (Conceptual CZP) will be prepared using the TCEQ Edwards Aquifer Protection Program design tool and adhere to the guidance in TCEQ RG-348.

2.2 Conceptual Road Design and Sanitary Sewer Design:

- Prepare geometrics per City of Leander's standards and design criteria including proposed cross sections, typical sections, roadway centerline, proposed drainage structures, direction of flow and number of travel lanes, intersecting streets, property boundaries and information, ROW and easement locations, preliminary pavement section, driveway locations, horizontal alignment data, profile data, identification of known utilities. Conceptual design of approximately 1900 Linear Feet of 8-inch Sanitary Sewer line. Starting at the intersection of CR 270 going east 1900 feet.

2.3 Environmental Assessment:

- Provide an initial environment assessment on the waters of the US and any endangered species. The environmental requirements for permits and/or approvals may vary so an initial assessment is needed to determine what requirements must be met to proceed forward with the project. Once those requirements are understood, we will provide the City with an additional scope and fee to address the requirements, if any.

2.4 Construction Schedule / OPCC:

- Provide construction schedule and Opinion Probable Construction Cost.

DELIVERABLES:

- Conceptual design submittal including cost estimate.
- Design Report.
- Environmental Assessment report.

Task 3. Surveying

3.1 Right-of-entry coordination:

Surveyor shall perform necessary research to secure ownership records and property deeds affecting the project limits. Prepare ownership spreadsheet and prepare and mail right of entry letters per the City's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

3.2 Abstract mapping and existing boundary survey:

Surveyor shall prepare a project abstract map and perform field reconnaissance to locate existing right-of-way and intersecting property lines and calculate the roadway alignment based on survey of existing property boundary lines. Surveyor shall set horizontal and vertical primary control points using a 1/2" rebar at least 18 inches long or driven to refusal (whichever comes first). Set primary control points near the beginning, middle and end of the project, but away from possible disturbance from construction activity.

3.3 Topographic design survey:

Our surveyors (utilizing Texas State Plane Central, US Survey Feet, grid coordinates) shall prepare a topographic and tree survey of an approximately 120 wide corridor. Topographic Mapping will conform to TSPS standards and specifications for a Category 6, Condition II Topographic Survey, with on-the-ground data collection sufficient to produce a one-foot interval contour map. Survey will locate visible improvements and utilities including driveways, drainage structures (size, material,

flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, trees 18" inch diameter and greater.

3.4 Parcel plats and property descriptions:

Surveyor shall prepare signed and sealed parcel plats and accompanying property descriptions for up to six (6) properties adjoining the proposed right-of-way to facilitate right-of-way acquisition.

DELIVERABLES:

- Primary Control Installations, GPS Control Network Observations, Survey Control Data Sheets, Survey Control Index Sheet.
- Ownership Spreadsheet, Record Research Information, ROE Database.
- Abstract Map
- ASCII file (comma delimited), Microstation v8i Terrain File with DTM showing 1ft contours, ground features, improvements and +12" trees.
- Signed and sealed Parcel Plats and Descriptions in .dgn, .pdf and hard copy format.

Task 4. Geotechnical:

Our geotechnical subconsultants will perform a site visit prior to the initiation of the fieldwork to assess site conditions and observe dimensions that may affect the execution of the work. Any variations noted during our site visit that would impact the work scope, schedule, and/or fee presented in this proposal will be communicated to the City.

Based on the limited information provided, we propose to drill the borings to assess subsurface conditions along the proposed alignment. We anticipate that all borings will be accessible to a truck mounted drill rig.

Borings will be in the field utilizing site features and/or a handheld, recreational grade, GPS locator. The borings will be drilled utilizing conventional geotechnical drilling methods. Samples will be taken using conventional split-spoon and Shelby tube sampling techniques. Where penetration into water bearing granular soils is required, rotary-wash drilling techniques will be used. Soil samples collected during the exploration will be screened in the field utilizing a Photo-Ionization Detector (PID) and a Combustible Gas Indicator (CGI). If readings from these devices indicate potential environmentally impacted material, field operations will be stopped, and the City will be contacted. Environmental drilling, testing, waste characterization, and/or consulting are not included in our scope of services. Representative portions of samples will be sealed and packaged for transportation to our laboratory. The boreholes will be terminated at the scheduled termination depth. Immediately following drilling activities, water level readings, if encountered and prior to implementation of rotary-wash drilling techniques, will be recorded for the open boreholes.

Task 5. Subsurface Utility Engineering:

Our Subconsultant will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data." As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet. (Quality Level A will be limited to mostly adjacent to CR 270.)

The elevation of some private and public utilities must be located utilizing Quality Level A. The remainder of the site will utilize Quality Level B.

Task 6. Preliminary Design (60%)

Plans shall be prepared per City of Leander’s standards and criteria including applicable submittal requirements including: cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.

6.1 Roadway Design (60%):

- Prepare horizontal and vertical alignment of the roadway and cross streets, existing and proposed typical sections, ultimate cross sections created at 50 feet increments and at cross drainage structures.
- Prepare project layout sheets that identify the project area and limits of work.
- Prepare Survey Data Sheets that clearly indicate benchmark locations and associated control information.
- Prepare Erosion Control sheets

6.2 Drainage and Water Quality:

- Design and detail storm sewer systems, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, and erosion - sedimentation controls.
- Water quality analysis and design (Conceptual CZP) will be prepared using the TCEQ Edwards Aquifer Protection Program design tool and adhere to the guidance in TCEQ RG-348.

6.3 Signage & Markings:

- Prepare signing and marking layout per Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

6.4 Traffic Control:

- Prepare traffic control plan with sequence of construction narrative, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD).

6.5 Sanitary Sewer Design:

- Develop the preliminary design of approximately 1900 Linear Feet of 8-inch Sanitary Sewer line. Starting at the intersection of CR 270 going east 1900 feet.

6.6 Specifications:

- Prepare draft specification list and compile specifications.

6.7 Estimates:

- Prepare draft bid tabs with quantities and cost

DELIVERABLES:

- 60% Plans, Specifications & Estimate Submittal
- Updated Schedule

Task 7. Final Design

This is a continuation of Design (90%, 100%, Final).

7.1 Roadway Design:

- Prepare updates and refinements to horizontal and vertical alignment of the roadway and cross streets, existing and proposed typical sections, cross sections created at 50-foot increments, Erosion Control sheets and at cross drainage structures.
- Prepare updates and refinements to project layout sheets that identify the project area and limits of work.
- Prepare updates and refinements to Survey Data Sheets that clearly indicate benchmark locations and associated control information.
- Phasing Plans identifying the northern lanes being constructed in Phase 1 and the southern Phase being constructed in Phase 2.

7.2 Drainage:

- Design and detail updates to storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, and erosion and sedimentation controls.
- Water quality analysis and design (Conceptual CZP) updates will be prepared using the TCEQ Edwards Aquifer Protection Program design tool and adhere to the guidance in TCEQ RG-348.

7.3 Signage & Markings:

- Prepare updated signing and marking layout per Texas Manual of Uniform Traffic Control Devices (TMUTCD). Detail all non-standard signs or marking details as required for the project.

7.4 Traffic Control:

- Prepare updated traffic control plan sequence of construction narrative, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD).

7.5 Sanitary Sewer Design:

- Final design of approximately 1900 Linear Feet of 8-inch (possibly 12-inch) Sanitary Sewer line. Starting at the intersection of CR 270 going east 1900 feet.

7.6 Specifications:

- Prepare updated specification list and compile specifications.

7.7 Estimate:

- Prepare updated bid tabs with quantities and cost

DELIVERABLES:

- 90% / 100% and Final Plans, Specifications & Estimate Submittal
- Updated Schedule

Task 8. Permitting

8.1 TDLR

8.2 County Permits

8.3 TCEQ CZP

8.4 City Site Development Permit

8.5 Tree Removal Permit

Task 9. Bid Phase Assistance

9.1 Provide Bid Form and Scope Statement

9.2 Respond to bidder questions

9.3 Provide layouts, schematics and/or other exhibits necessary to support addendum(s)

Task 10 Construction management as owner's representative

10.1 Construction Operations:

- Attend the pre-construction conference required by the City prior to construction.
- Doucet will review, approve, reject or ask for clarifications on submittals and shop drawings submitted by Contractor for general compliance of the Contract Documents as directed by the Client.
- Review and administer requests for information (RFI) from the Contractor.
- Issue written clarifications and/or interpretations related to the requirements of Contract Documents, as appropriate.
- Review pay applications, certify, and make recommendations for payment, if requested by the Client.
- Interpret the construction documents and recommend Change Orders to the Client, as necessary.

- Doucet will provide periodic construction observation services, as requested by the Client. We have budgeted three (3) visit per week totaling four (4) hours per visit. The total construction time is anticipated to be about four (4) months, so we have budgeted for that duration for our construction observer.

9.1 Construction Closeout:

- Once construction has been deemed substantially complete, inspect the site and prepare punch lists of items needing to be addressed. Provide the City with Substantial Completion Documentation.
- Once the punch lists have been completely addressed, participate in the final inspection of the site then prepare and provide to the City a Letter of Concurrence.
- Provide Record Drawings
- Review and approve Final Invoices

COMPENSATION

Client will pay Doucet for the Services in accordance with the Fee Schedule and cost spreadsheet attached hereto. **If this agreement is not executed by Client within 60 days of the date of this proposal, Doucet reserves the right to renegotiate the estimated fees.**

Schedule A

Doucet Fee Schedule (2022)

<u>Personnel</u>	<u>Hourly Fee</u>	<u>Personnel</u>	<u>Hourly Fee</u>
Principal Engineer (PE)	\$275.00	Principal Surveyor (RPLS)	\$270.00
Senior Project Manager	\$250.00	Project Manager (RPLS)	\$230.00
Project Manager	\$220.00	Project Surveyor	\$160.00
Senior Project Engineer (PE)	\$205.00	Survey Specialist	\$140.00
Project Engineer III	\$185.00	Survey Technician	\$115.00
Project Engineer II	\$170.00		
Project Engineer I	\$160.00	GIS Specialist	\$150.00
Engineer Associate III	\$150.00	GIS Technician	\$115.00
Engineer Associate II	\$140.00	LiDAR Specialist	\$140.00
Engineer Associate I	\$125.00	LiDAR Technician	\$110.00
		Aerial Mapping Specialist	\$140.00
Sr. Construction Manager	\$160.00	Aerial Mapping Technician	\$110.00
Sr. Construction Inspector	\$150.00	Utility Specialist	\$135.00
Construction Manager	\$115.00	Utility Technician	\$105.00
Construction Inspector	\$110.00		
		Field Coordinator	\$155.00
Sr. Civil Technician	\$155.00	Field Specialist	\$120.00
Civil Technician	\$135.00	Crew of 1	\$120.00
Assistant Civil Technician	\$125.00	Crew of 2	\$165.00
		Crew of 3	\$220.00
Senior Planner (AICP)	\$180.00		
Project Planner	\$160.00	Project Manager - Environmental	\$180.00
Staff Planner	\$120.00	Environmental Specialist	\$140.00
Planning Technician	\$115.00	Environmental Technician	\$115.00
Project Coordinator	\$125.00	Division Administrator	\$115.00
Sr. Operations Assistant	\$115.00	LiDAR Scanner	\$110.00
Engineering Intern	\$85.00	Drone	\$645.00
Operations Assistant	\$80.00		
		Ground Targets	\$30/ea.
Expert Witness	\$550.00	Concrete Monuments	\$270/ea.
		ATV/Boat/Sonar	\$110/day
		Mileage	\$0.575/mile

Doucet reserves the right to periodically adjust our fee schedule.

DA 2022

Exhibit A- Fee Schedule

Estimated Cost \$5,800,000.00																
TASK/HOUR BREAKDOWN																
Design Services for																
San Gabriel Parkway Extension and Roundabout																
City Project No. P2181-002-02																
Task No.	Task Description	Labor (hours)						Total Labor Cost	Survey Doucet	Environmental Assessment	Subsurface Utility Engineering	Geotechnical	Expenses	Total Expense Cost	Task Sub Total	
		Senior Project Manger/ PM	Project Engineer I	Engineer Associate III	Senior Civil Technician	Engineer Associate II	Project Coordinator						Travel/Fees			
	Rate	\$250	\$160	\$150	\$155	\$140	\$125									
	Work Authorization 1															
1.0	Project Management (9 Months)	44	19	69	24	20	75	\$40,285	\$0	\$0	\$0	\$0	\$400	\$400	\$40,685	
1.1	External Meetings	9		18			9						\$400	\$400	\$400	
1.2	Internal Team Meetings	9		18	18	18	18							\$0	\$0	
1.3	QA/QC		16	8			4							\$0	\$0	
1.4	Communications and Reporting	9					20							\$0	\$0	
1.5	ROW Update Meetings	5		10										\$0	\$0	
1.6	Design Submittal Review Meetings	3	3	6	6	2	6							\$0	\$0	
1.7	Prepare Monthly Progress Reports with Schedule and invoicing	9		9			18							\$0	\$0	
2.0	Conceptual Design (30%)	74	204	210	334	160	2	\$157,060	\$0	\$10,000	\$0	\$0	\$1,400	\$11,400	\$168,460	
2.1	Hydrologic/Hydraulic Modeling	32	100	80	180	80							\$1,200	\$1,200	\$1,200	
2.2	Conceptual Road & Sanitary Design	40	80	130	130	80							\$200	\$200	\$200	
2.3	Environmental Assessment	2								\$10,000				\$10,000	\$10,000	
2.4	Construction Schedule / OPCC		24		24		2							\$0	\$0	
3.0	Survey	0	3	0	0	0	0	\$480	\$67,200	\$0	\$0	\$0	\$1,928	\$69,128	\$69,608	
3.1	Right-of-Entry Coordination		1						\$3,540				\$84	\$3,624	\$3,624	
3.2	Abstract Mapping/Boundary								\$10,560				\$1,800	\$12,360	\$12,360	
3.3	Design Survey		2						\$35,460					\$35,460	\$35,460	
3.4	Parcel Plats & Descriptions (24)								\$17,640				\$44	\$17,684	\$17,684	
4.0	Geotechnical	4	0	0	0	0	4	\$1,500	\$5,000	\$0	\$0	\$30,000	\$0	\$35,000	\$36,500	
4.1	Field Visit / Bores	4					4		\$5,000			\$30,000		\$35,000	\$35,000	
5.0	Subsurface Utility Engineering	4	0	0	0	0	4	\$1,500	\$5,000	\$0	\$25,000	\$0	\$0	\$30,000	\$31,500	
5.1	Quality Level SUE A-D	4					4		\$5,000		\$25,000			\$30,000	\$30,000	
6.0	Preliminary Design (60 Percent)	60	188	173	196	160	0	\$123,810	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$125,810	
6.1	Roadway Design	36	80	80	140	160							\$2,000	\$2,000	\$2,000	
6.2	Drainage and Water Quality	4		24										\$0	\$0	
6.3	Signage and Markings	4	4	16	16									\$0	\$0	
6.4	Traffic Control	4	16	16										\$0	\$0	
6.5	Sanitary Sewer Design	2	40	3	40									\$0	\$0	
6.6	Specifications	8	24	16										\$0	\$0	
6.7	Estimate	2	24	18										\$0	\$0	
7.0	Final Design (90%-100%)	38	94	82	136	80	2	\$69,370	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$71,370	
7.1	Roadway Design	24	40	40	80	80							\$2,000	\$2,000	\$2,000	
7.2	Drainage and Water Quality	4		16			2							\$0	\$0	
7.3	Signage and Markings	2	2	8	8									\$0	\$0	
7.4	Traffic Control	2	8	8										\$0	\$0	
7.5	Sanitary Sewer Design	2	40	2	40									\$0	\$0	
7.6	Specifications	2	4		8									\$0	\$0	
7.7	Estimate	2		8										\$0	\$0	
8.0	Permitting	6	4	51	51	0	11	\$19,070	\$0	\$0	\$0	\$0	\$12,000	\$12,000	\$31,070	
8.1	TDLR	2		8	8		2						\$3,000	\$3,000	\$3,000	
8.2	County Permits	2		8	8		2						\$2,000	\$2,000	\$2,000	
8.3	TCEQ CZP	2		24	24		2						\$5,000	\$5,000	\$5,000	
8.4	City Site Development Permit			3	3		3						\$1,000	\$1,000	\$1,000	
8.5	Tree Removal Permit		4	8	8		2						\$1,000	\$1,000	\$1,000	
9.0	Bid Pahse Services	4	2	10	0	0	8	\$3,820	\$0	\$0	\$0	\$0	\$200	\$200	\$4,020	
9.1	Bid Form and Scope Statement	2		4			4							\$0	\$0	
9.2	Respond to Bidder's Questions	2	2	2			2							\$0	\$0	
9.3	Provide Layouts, Schematics and/or other exhibits necessary to suport addendum(s)			4			2						\$200	\$200	\$200	
10.0	Construction Management	40	16	76	260	0	32	\$68,260	\$0	\$0	\$0	\$0	\$3,155	\$3,155	\$71,415	
10.1	Construction Inspection				260									\$0	\$0	
10.2	Construction Administration	40	16	76			32						\$3,155.00	\$3,155	\$3,155	
Totals		\$68,500	\$84,800	\$100,650	\$155,155	\$58,800	\$17,250	\$485,155	\$77,200	\$10,000	\$25,000	\$30,000	\$22,949	\$165,283	\$650,438	
														Work Authorization 1		\$650,438



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Approval of Amendment No. 6 to Task Order No. WAL-1 with Walker Partners Engineering, Inc. to revise drawings to comply with Atlas 14 requirement for Raider Way and E. Woodview Drive Roadway Improvements (CIP Project T.12) in the amount of \$147,333.00 for a new total contract amount of \$1,480,598.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Repairs, widening, and improvements to Raider Way and Woodview Drive, adjacent to Rouse High School and Wiley Middle School, as the proposed project T.12 Raider Way and East Woodview Drive Roadway Improvements was awarded to Walker Partners on July 6, 2016 in the amount of \$755,360.00, in response to safety concerns and traffic congestion immediately adjacent to the two (2) schools. The road improvements will include widening Raider Way, and providing for a turn lane and better controlled crosswalks northward from Crystal Falls Parkway to Woodview Drive, adding center islands and turn lanes on Woodview Drive between Raider Way and Tollway 183A, adjusting traffic signals, correcting drainage, and replacing water lines along with the improved road.

As the project progressed, the design had to be changed multiple times to comply with CTRMA's requirements, adjusted to the City's Transportation Master Plan, added a roundabout at the intersection of Raider Way and Woodview Drive, made elevation and drainage adjustments for the adjacent developments, conducted a drainage study and revised drawings to comply with the newly initiated Federal drainage requirements under Atlas 14.

It is Amendment No. 6 which provides for revising the drawings to comply with Atlas 14, adding services while providing credits back to the City for services not completed under previous Amendments. Amendment No. 6 will add \$147,333.00 to the aggregate contract amount for a total contract amount of \$1,480,598.00.

Discussion of Amendment 6 to Task Order WAL-1 Proposed Amendment No. 6 to Task Order WAL-1, attached herein, provides for adding seven (7) items of additional work and allowing two (2) items for credit, as described and detailed in the attached Amendment No. 6 proposal dated July 19, 2022. The seven (7) additional work items are listed below:

1. Additional geotechnical study at the new detention pond locations near Rouse High School tennis courts.
2. Additional services for design of additional retaining walls at the new detention pond locations near Rouse High School tennis courts.
3. Additional services for construction observation of additional retaining walls at the new detention pond location near Rouse High School tennis courts.
4. Additional project management and coordination to supplement traffic signal services for adding specific equipment which is compatible with City of Leander's specified equipment.
5. Additional surveying required to obtain additional topographical survey data for areas on Leander ISD property where new detention pond locations have been added.
6. Modify engineering plans for additional detention ponds, storm drain layouts, drainage area maps, and hydrology and hydraulic calculations associated with the utilization of Atlas 14 design storm intensities; includes additional project management and coordination services.
7. Supplemental construction administration to adjust costs to be reflective of increased project scope and increased rates.
8. Funds applied from Amendment No. 3: \$1185.00 of remaining funds from Amendment No. 3 will be utilized toward cost of services for proposed Amendment No. 6 (Item 5).
9. Funds applied from Amendment No. 4: \$58,385.46 of remaining funds from Amendment No. 4 will be

utilized toward the additional changes and cost of services for proposed Amendment No. 6 (Item 6).

Total compensation for this amendment is the total amount of \$147,333.00. If approved, Amendment No. 6 to Task Order WAL-1 will increase the total compensation for the Raider Way and E. Woodview Drive Roadway Improvements Project to a total contract amount of \$1,480,598.00.

HISTORY/TIMELINE:

07/06/2016 - Award of contract and Task Order WAL-1 for \$755,360.00
02/16/2017 - Amendment 1 - CTRMA compliance and add parking lot to church on Raider Way; an increase of \$138,000.00 to new contract total of \$893,360.00
01/18/2018 - Amendment 2 - Widen original design of Raider Way and alter design of Woodview Drive to comply with City's transportation plan, an increase of \$49,990.00 to new contract total of \$943,350.00
09/10/2018 - Amendment 3 - Modify roadway profile of roundabout, additional ROW and easement, enclave subdivision, crosswalks, Geotech for Wiley Middle School detention pond, an increase of \$181,400.00 to new contract total of \$1,124,750.00
10/01/2020 - Amendment 4 - Survey for Stewart and Enclave ROW, subsurface analysis, alternative alignment analysis to eliminate steep grades and excavation, an increase of \$184,300.00 to new contract total of \$1,309,050.00
07/22/2021 - Amendment 5 - Drainage study relative to NOAA Precipitation Frequency Atlas 14, an increase of \$24,215.00, to new contract total of \$1,333,265.00
08/18/2022 - Amendment 6 - Request for revise drawings to comply with Atlas 14 requirement, an increase of \$147,333.00 to new contract total of \$1,480,598.00

RECOMMENDATION:

Approval of Amendment No. 6 to Task Order No. WAL-1 with Walker Partners Engineering, Inc. for design, bidding, and construction phase for Professional Services for Raider Way and E. Woodview Drive Roadway Improvements Project in an amount of \$147,333.00 for a new total contract amount of \$1,480,598.00, and authorize the City Manager to execute any and all necessary documents.

KEYWORDS:

Ross E. Blackketter, P.E., City Engineer

Fiscal Impact

Amount requested: \$147,333.00
Approved in current budget (Yes / No): Yes
Expenditure (New / Amended): Amended
Recurring or one-time: One-Time
Fund source (Operating / Utility / etc.): CIP 501-01-8391

Attachments

1. Task Order WAL-1
2. Amendment 6 Proposal
3. Signed Task Order Amendment 6
4. Schedule

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. WAL-1

This will constitute authorization by the City of Leander, Texas (Owner), for Walker Partners Engineering, Inc., Austin, Texas (Engineer), to proceed with the following described engineering services.

RAIDER WAY AND E. WOODVIEW DRIVE – DESIGN SERVICES (Crystal Falls Pkwy to TX-183A Toll Road)

A. PROJECT DESCRIPTION

The City of Leander has requested that Walker Partners Engineering, Inc. perform the design for improvements at Raider Way and Eastview Drive. The proposed project will include preliminary design, utility coordination and construction phases for project improvements which will include widening each roadway to a width of 45' of pavement with curb, gutter, storm sewer, street lighting, water quality services, 6' and 8' dual use sidewalks, turn lanes and possible signal modifications at Crystal Falls Parkway

B. SCOPE OF SERVICES

Walker Partners will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

Walker Partners will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the Raider Way and E. Woodview Drive project shall be on a full lump sum basis of \$755,360.00 (see Attachment 1 – Fee Schedule). The Engineer will review design schedule and prepare monthly progress reports for review by the City over the length of the contract period. Lump sum invoices for work performed, based on percent complete, will be submitted monthly by the engineer. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

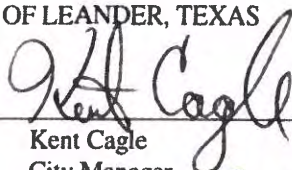
The Engineer will work expeditiously to complete the services described herein. Design phase services are anticipated to take approximately 4 months.

Walker Partners will begin work as soon as authorized and as services are requested. Design and construction phase services are anticipated to be completed within 16 months after notice to proceed.

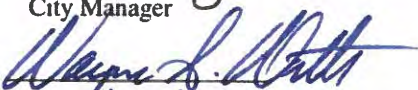
APPROVED:

CITY OF LEANDER, TEXAS

By


Kent Cagle
City Manager

Attest



Date

07/13/16

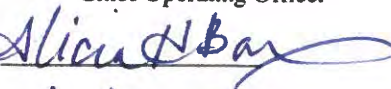
ACCEPTED:

WALKER PARTNERS ENGINEERING, INC>

By


John Lindner, P.E.
Chief Operating Officer

Attest



Date

7/21/16

**SCOPE AND FEE AGREEMENT FOR
RAIDER WAY AND E. WOODVIEW DRIVE - DESIGN SERVICES
(CRYSTAL FALLS PKWY TO TX-183A TOLL ROAD.)**

SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL PROJECT OVERVIEW

The scope of services for this project shall include consideration of stormwater management, environmental assessment, and the preparation of project plans, specifications and estimates and related professional services for the City to construct improvements to Raider Way (from Crystal Falls Parkway to East Woodview Drive) and East Woodview Drive (from Raider Way to TX-183A Toll frontage road). Proposed project improvements will be based upon the existing alignment and will consist of widening each roadway to a width of 45' of pavement with curb, gutter, storm sewer, street lighting, water quality facilities, 6' and 8' dual use sidewalks, turn lanes and possible signal mast modifications at Crystal Falls Parkway. Other anticipated project items are overhead electric lines and existing utility lines will be placed into a duct bank. Existing water and wastewater lines will be relocated as necessary. Proposed storm line will be installed to capture and direct stormwater to a water quality and treatment area.

SCOPE OF SERVICES

1) SURVEYING SERVICES

- A. Topographic (Design) Survey (Phase 12)**
 - 1. Perform an on-the-ground field survey, approximately 100 foot wide, to obtain the topography (terrain data) and other visible and apparent surface features (manmade or natural), such as ditches, drainage structures, manholes, above-grade utility appurtenances, significant trees (hardwoods greater than 8 inches in diameter), pavements, fences, walks, walls, building structures, etc. For underground utilities, Walker Partners will coordinate with Texas 811. The approximate locations of underground utilities will be shown based upon utility locators' markings.**
 - 2. Establish vertical control along the alignment and place benchmarks based upon North American Vertical Datum of 1988 (NAVD88), unless otherwise specified by client.**
 - 3. Prepare a topographic map, from the topographic survey, depicting the physical features, as described above, and with elevation contours at a 1-foot interval.**
- B. Boundary Verification Survey (Phase 09)**
 - 1. Verify tract boundaries and location of existing easements along the proposed alignment. Please note, Walker Partners recommends a title company be contracted to prepare property reports to identify easements or other rights that may conflict with the proposed right-of-way widening. Currently the proposed widening affects 9 privately held tracts.**
- C. Right-of-Way Parcels (Phase 11)**
 - 1. Prepare 9 metes and bounds descriptions and exhibit drawings for the proposed rights-of-way parcels, this includes placement of monuments, marking boundaries of the right-of-way parcels.**

2) ENGINEERING SERVICES (30% DESIGN, PHASE 30)**A. Preliminary Design**

1. Perform site walks to collect data and inspect field conditions.
2. Establish proposed centerline
3. Review City system maps and "as-built" records
4. Prepare horizontal alignment of Raider Way and East Woodview Drive
5. Prepare profiles of proposed grade surface
6. Prepare removal sheets including locations, type and estimated quantities
7. Develop existing conditions hydrology
8. Evaluate hydrologic and hydraulic impacts to Raider Way and East Woodview Drive.
9. Prepare proposed conditions drainage area map
10. Prepare culvert and storm sewer layout
11. Prepare preliminary detention and water quality facility layout(s)
12. Prepare the Engineer's Opinion of Probable Cost.
13. Meet with Engineer of Record, for the signal masts located in the intersection of Raider Way and Crystal Falls Parkway, to evaluate impacts of longer signal mast on existing pier.
14. Compile standards, as needed, for the proposed construction elements and include in the plan set
15. Perform a quality assurance/ quality control on preliminary plans
16. Provide the City of Leander a set of preliminary plans and cost estimate for review and comment. Incorporate comments from City.
17. Submit the construction drawings to Texas Department Licensing and Registration (TDLR). Application fees shall be paid by the City of Leander

B. Utility Coordination

1. Identify existing utilities
2. Contact Texas 811, one-call location service
3. Send out a notification package to utility companies
4. Receive and assemble utility plans and prepare a utility layout
5. Preparation of SUE locational map/coordinate with SUE sub-consultant
6. Attend meetings with PEC and Telecom companies to coordinate duct bank design and details, (assumed 4 meetings).

C. Project Management

1. Kick-Off Meeting - Discuss development of project criteria, available project information, including existing and proposed utilities and general process discussions. The Engineer's Project Manager as well as other appropriate key personnel will participate in the Kick-Off Meeting. The project design schedule, communication protocols, and other project related processes will also be discussed at this time.
2. Scheduling - The Engineer will develop a project deliverables in accordance with the baseline design schedule (Exhibit B) indicating tasks, subtasks, critical dates, milestone events, deliverables, and review requirements. Progress will be reviewed monthly, and should these reviews indicate a substantial change in progress, the schedule will then be revised subject to the review and approval by the City.
3. Coordination with Williamson County - The Engineer will coordinate project development with Williamson County as deemed necessary by the City due to funding agreements or review of deliverables.
4. Progress Reports, Invoices and Billings - The Engineer will review the design schedule and prepare monthly progress reports for review by the

City over the length of the contract period. Lump sum invoices for work performed, based on percent complete, will be submitted monthly by the Engineer.

3) ENGINEERING SERVICES (60% DESIGN, PHASE 31)

- A. Engineering Design**
 - 1. Final Calculations and Design**
 - 2. 60% Plan Preparation**
 - 3. Updated Cost Estimate**
 - 4. QA/QC Plans**
 - 5. City and Utility Review and Plan Updates**
 - 6. Four (4) Coordination Meetings**

4) ENGINEERING SERVICES (90% DESIGN, PHASE 32)

- A. Engineering Design**
 - 1. 90% Plan Preparation**
 - 2. Prepare Project Specifications**
 - 3. Updated Cost Estimate**
 - 4. QA/QC Plans**
 - 5. City and Utility Review and Plan Updates**
 - 6. Four (4) Coordination Meetings**
- B. Storm Water Pollution Prevention Plan (SW3P)**
 - 1. Both the City and the Engineer understand that temporary storm water management devices will be necessary to minimize the sediment runoff during construction of this Project. The Engineer will develop a temporary erosion and sediment control plan for the length of the Project that complements the design and construction phasing of the Project, and will include notes that indicate that the construction contractor is responsible for detailed sequencing of the devices.**
 - 2. Permanent erosion control measures will be included on the above referenced erosion and sediment control plans as needed to achieve a stable site and attain full erosion protection of the ground surfaces. The Engineer will utilize appropriate regional seeding mixes and follow vegetation establishment techniques for this requirement.**
 - 3. Prepare SW3P documents in accordance with TCEQ Texas Pollution Discharge Elimination System ("TPDES") requirements.**

5) PERMITTING (PHASE 33)

- A. Central Texas Regional Mobility Authority (CTRMA)**
 - 1. Coordinate with CTRMA to obtain a permit to install utilities across TX-183A and for road construction in ROW of TX-183A**
 - 2. Four (4) Coordination Meetings**

6) ENGINEERING SERVICES (100% DESIGN, PHASE 40)

- A. Engineering Design**
 - 1. Prepare 100% construction documents for bid packages**
 - 2. Finalize and prepare project specifications for bid packages**

3. Provide a final cost estimate
4. QA/QC plans
5. City and utility review and plan updates
6. Two (2) coordination meetings

7) PREPARATION OF SPECIFICATIONS AND ESTIMATE FOR A BID PACKAGE (PHASE 50)

A. Bid Package

1. Prepare and assemble plans and specifications (Project Manual)
2. Prepare and submit newspaper advertisement to the City for bids
3. Distribute bidding documents to bidders and maintain a bidder's list
4. Hold a pre-bid conference
5. Issue addenda, if needed
6. Receive and evaluate bid packages
7. Tabulate and recommend award of bid

8) CONSTRUCTION ADMINISTRATION (PHASE 60)

A. Construction Administration

1. Hold a pre-construction meeting
2. Make periodic visits to the construction Site
3. Attend routine status meetings
 - a) Assumed twenty (20) meetings
4. Review submittals
5. Prepare any change orders
5. Respond to requests for information (RFI)
6. Project close out and Engineer's letter of concurrence
7. Gather as-built markups from contractor and prepare final as-built drawings

9) ADDITIONAL SERVICES - INCLUDED

The following services will be considered additional services and will be billed at an at cost basis as the projected requires and are given as allowances based on estimates made at this time based on the assumptions given below. Once the full extent of the work required for this scope of services have been determined, the ENGINEER will provided revised scope of services and fees to the CITY.

A. Subsurface Utility Exploration (SUE) – (See attached detailed scope from the Rios Group)

1. There are several utilities located along the project that may require additional SUE survey for proper verification and location. These utilities include city water and wastewater lines, as well as, several telecom crossings. The services will be described in the attached proposal from The Rios Group

B Environmental Consulting Services – (See attached detailed scope from SWCA)

1. Natural Resources - Identify and characterize vegetation types and provide vegetation and habitat descriptions. Prepare a Contributing Zone Plan for TCEQ.
2. Cultural Resources (Antiquities) - Conduct an inventory to determine the presence/absence of archeological/historical resources - the State of Texas requires compliance with Chapter 191 of the Texas Antiquities Code. Conduct a preliminary records search of the Texas Historical Commission's (THC) Archeological Sites.

3. **Land Use – Perform an Analysis of land uses in and adjacent to the project site.**
 4. **Waters of the U.S. – Perform a Desktop review and field assessment to check for compliance with United States Army Corps of Engineers (USACE) Section 404 permitting requirements. It is assumed this project will fall under a nationwide permit**
 5. **Perform a Phase 1 Environmental Assessment for Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980.**
- C. Geotechnical Subsurface Investigations Services – (See attached detailed scope from TSIT)**
1. **Borings - Drill Five (5) borings to a maximum depth of fifteen feet, or five feet into rock, whichever occurs first, in accordance with ASCE guidelines.**
 2. **Laboratory testing – Testing will be performed on representative samples to establish the pertinent engineering properties of the various strata. The anticipated tests are moisture content, dry density, unconfined compressive strength and Atterberg Limits and possibly swell testing.**
 3. **Testing Type - Perform Standard Penetration tests on sandy or cohesive soils. Unweathered bedrock will be evaluated using the Texas Highway Cone Penetrometer.**
 4. **Engineering Report - The results of all field and laboratory studies will be compiled into an engineering report with recommendations for pavement subgrade preparation and improvements and for pavement sections recommended for the project.**
 - a) **Logs of borings, laboratory test results, and groundwater observations.**
 - b) **Recommended subgrade preparation and improvement options as well as recommended pavement sections including construction materials specification recommendations for use in the project**
- D. ROW Documents**
1. **There are several properties/projects in the area that currently have preliminary plans and plats in the city for review and approval. Once the existing and proposed right of way has been determined and approved by the City, the Engineer shall prepare acquisition documents (metes and bounds and field notes) for the City to use in Acquisition. For this scope, it has been determined there will be nine (9) documents needed. If additional metes and bounds descriptions are needed the Engineer will bill the city based on the following costs:**
 - a) **\$4,300/Parcel Description**
 - b) **\$2,200/Easement Description**

10) ADDITIONAL SERVICES - EXCLUDED

The following professional services are not included in this scope of services, but can be provided by Walker Partners, LLC or its sub-consultants under a separate Task Order if the service is deemed necessary. Each change (addition or reduction in scope) in the services to be provided by the Engineer must be authorized by the City prior to commencing with the additional work.

- A. Additional Services**
1. **ROW acquisition services**

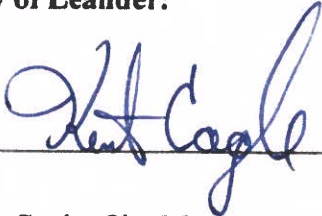
Scope and Fee Agreement

Raider Way and East Woodview Drive - Design Services

2. Property reports regarding Title of affected tracts/lots
3. Public information or outreach effort
4. FEMA CLOMR/LOMR application preparation and processing
5. Traffic analysis or modeling
6. Signal engineering or design
7. Illumination design
8. Signing and pavement markings
9. Structural engineering
10. Construction engineering and construction inspection services

Task Order WAL-1 executed to be effective as of the 21st day of JULY, 2016.

City of Leander:

By: 

Kent Cagle, City Manager

Walker Partners Engineering, Inc.:

By: 

Name: John Lindner, P.E.

Title: Chief Operating Officer

**Scope of Services Attachment #1
Fee Schedule**

 **Walker Partners**
engineers ★ surveyors
6850 Austin Center Blvd., Suite 150
Austin, Texas 78731

Road Improvements for Raider Way and East Woodview Drive		
Phase	Survey Services	Total Fee
9	Boundary Verification Survey	\$15,500.00
11	Right-of-Way Parcels	\$23,000.00
12	Topographic (Design) Survey	\$16,000.00
Survey Sub-Total =		\$54,500.00
Phase	Engineering Services	Total Fee
30	30% Preliminary Design Phase	\$109,260.00
31	60% Design	\$153,430.00
32	90% Design	\$176,480.00
33	Permitting (CTRMA)	\$12,800.00
40	100 %Final Design Phase	\$97,740.00
50	Bidding Phase	\$17,700.00
60	Construction Administration	\$73,370.00
Engineering Sub-Total =		\$640,780.00
SURVEY & ENGINEERING TOTAL FEE =		\$695,280.00
Phase	Subconsultant Services	Total Fee
n/a	Geotechnical Services	\$12,000.00
n/a	Subsurface Utility Engineering	\$23,200.00
n/a	Environmental Engineering	\$24,880.00
Subconsultant Sub-Total =		\$60,080.00
TOTAL PROJECT FEE =		\$755,360.00

Notes: 1.) All Survey Services, with the exception of the Topographic Survey, are subject to tax.

EXHIBIT C RAIDER WAY ROAD

Work Schedule:

City Issue Notice to Proceed

Task 1 – Kickoff Meeting, Data Collection.....	2 weeks
Task 2 – Survey	6 weeks
Task 3 – Concept Design	4 weeks
Task 4 – Preliminary Design 30% Plans.....	12 weeks
City Review.....	1 week
Task 5 – Final Design 75% Plans, including Easement Documents	8 weeks
City Review.....	1 week
Task 6 – Final Design 100% Plans.....	10 weeks
<u>Design Phase Subtotal</u>	44 weeks
Task 7 – Bidding Phase.....	4 weeks
Task 8 – Contractor Selection & Award.....	2 weeks
City Contract Execution.....	4 weeks
Task 9 – Construction Phase.....	40 weeks
Task 10 – Final Inspection & Acceptance.....	2 weeks
<u>Bidding & Construction Phase Subtotal</u>	52 weeks
 Project Duration	 96 weeks

July 19, 2022

City of Leander-Engineering
Pat Bryson Municipal Hall
201 N. Brushy Street
Leander, Texas 78641

Attn: Tony Bettis, P.M.P., C.I.P. Manager

Re: Task Order No. WAL-1
Raider Way and East Woodview Drive Roadway Improvements – Amendment No. 6
Project No.: 3-00585

AMENDMENT NO. 6

Walker Partners submitted 90% design plans to the City of Leander in December 2018. Amendment 4 was approved in October 2020; however, additional requirements to the design plans have been requested by City Staff to comply with new Federal and City storm design criteria. Amendment 6 is for the additional and supplemental professional services to complete the changes as requested. Atlas 14 was a study by the National Weather Service along with other governmental agencies to re-assess historic rainfall intensities in Texas. This information is necessary to determine storm flows for design use. Rainfall intensity information is utilized by FEMA to determine floodplain areas and by engineers to appropriately size storm drain infrastructure. The Atlas 14 study added historic rainfall data from 1994-2017. The City is required to comply with this new design criteria and therefore the Raider Way design plans must utilize this new information.

ITEM NO. 1

Additional Geotechnical Study at new Detention Pond locations (near Rouse HS Tennis Courts). Arias & Associates (sub-consultant) proposes to provide 2 additional bores (20 feet in depth with one bore at each new pond location) and geotechnical report which details findings of the bores. Further detail provided in attached sub-consultant proposal.

ITEM NO. 2

Additional Services for Design of Additional Retaining Walls at new Detention Pond Locations (near Rouse HS Tennis Courts). Falkofske Engineering (sub-consultant) will provide design and consulting services for additional Retaining Wall at new detention pond locations. Design will meet the standards of the American Concrete Institute (ACI) and International Building Code. Further detail provided in attached sub-consultant proposal.

ITEM NO. 3

Additional Services for Construction Observation of Additional Retaining Walls at new Detention Pond Locations (near Rouse HS Tennis Courts). Falkofske Engineering (sub-consultant) will provide construction observation and consulting services to provide for additional retaining wall construction at new detention pond locations. Onsite construction observations are a requirement of the design and construction observation phases with sub-consultant. Further detail provided in attached sub-consultant proposal.

ITEM NO. 4

Supplemental Traffic Signal Services. Stevens Technical Services requests supplemental scope and fee for additional project management and coordination services needed to ensure an accurate design for the City. Modifications to

current traffic signal design plans include adjustments to the traffic signal notes/specifications/details to comply with Michael Reilly's direction (via 4/15/2021 email) for use of Iteris/Siemens specified equipment which is compatible with City of Leander's specified equipment. Further detail provided in attached sub-consultant proposal.

ITEM NO. 5

Supplemental Survey Services. Walker Partners' surveyors will be required to obtain additional topographical survey data for areas on Leander ISD property where new detention pond locations have been added. Locations of geotech bores (associated with Item 1) will be provided to geotech subconsultant and surveyors will then tie in bore locations to the existing survey control.

ITEM NO. 6

Modify engineering plans for additional detention ponds, storm drain layouts, drainage area maps, and hydrology and hydraulic calculations associated with utilization of Atlas 14 design storm intensities. Project Management and coordination services as needed to provide an additional 90% plans submittal to City Staff. Additional services for Bidding and Construction Administration due to increased scope of project.

A drainage study performed by Walker Partners related to Atlas 14 has led to substantial drainage revisions from information provided in the December 2018 submittal. Additional detention ponds as well as a revised storm drain footprint will require changes to not only all of the drainage plans, but also to the Water Line Plans and Dry Utility (Duct Bank) Plans. The proposed revisions affect the Drainage Plan and Profile Sheets; Roundabout Grading Sheets; Drainage Calculations; Water Line Plan and Profile Sheets; Dry Utility Plan and Profile Sheets; Intersection Details; and Construction Sequencing Sheets. A minimum of 70 plan sheets will require major revisions. Additionally, the City will require a written drainage narrative which was not previously scoped.

Walker Partners had substantially completed the engineering plans for the roadway improvements for Raider Way and East Woodview including the proposed roundabout intersection to a 90% level in December 2018. Previous City Engineering Department staff provided comments in June 2019. The project then encountered multiple delays due to substantial changes in City Engineering staff and the City's implementation of Atlas 14 data for storm intensities. Related to this delay are changes / updates to City of Leander Standard Construction Details and TxDOT Standard Construction details and specifications. This detail information will have to be reviewed and updated accordingly. An additional 90% submittal will be provided for review by the new engineering staff in accordance with the updated guidelines. Changes to the estimated quantities and the project estimate are further included with this request. Additional coordination meetings with franchise utility providers and correspondence with TCEQ is needed for environmental permitting approval. This amendment item provides for the further redesign of plans, quantities, and estimate along with the additional meetings and coordination resulting from requested plan revisions.

ITEM NO. 7

Supplemental Construction Administration Fee. Scope of project has grown since construction administration fee was negotiated in 2016 and Walker Partners rates have increased since 2016 as well. This supplemental fee is to adjust costs to be reflective of increased project scope and increased rates.

ITEM NO. 8

Funds Applied From Amendment 3. In order to provide for efficient use of City of Leander funds approved with previous Amendment 3, \$1185.00 of remaining funds from Amendment 3 will be utilized toward cost of services for proposed Amendment 6 – Item 5.

ITEM NO. 9

Funds Applied From Amendment 4. In order to provide for efficient use of City of Leander funds approved with previous Amendment 4, \$58,385.46 of remaining funds from Amendment 4 will be utilized toward the additional changes and cost of services for proposed Amendment 6 – Item 6.

FEE

The engineering fee required to modify the design and Drawings as outlined above is itemized below:

Original fee:	\$755,360.00	
Amendment No. 1:	\$138,000.00	(Not to Exceed)
Amendment No. 2:	\$49,990.00	(Not to Exceed)
Amendment No. 3:	\$181,400.00	(Lump Sum)
Amendment No. 4:	\$184,300.00	(Lump Sum)
Amendment No. 5:	\$24,215.00	(Not to Exceed)

Amendment No. 6

Item 1:	\$3,600.00	(Lump Sum)
Item 2:	\$2,000.00	(Lump Sum)
Item 3:	\$7,000.00	(Lump Sum)
Item 4:	\$2,003.52	(Lump Sum)
Item 5:	\$5,000.00	(Lump Sum)
Item 6:	\$167,300.00	(Not to Exceed)
Item 7:	\$20,000.00	(Not to Exceed)
Item 8:	(\$1,185.00)	(Lump Sum)
Item 9:	<u>(\$58,385.52)</u>	(Lump Sum)

TOTAL AMENDMENT No. 6 **\$147,333.00**

REVISED TOTAL FEE: **\$1,480,598.00**

Please sign below to authorize Amendment No. 6.

Walker Partners, LLC

City of Leander

Signature

Signature

George E. Walker, Jr.

Printed Name

Printed Name

President/CEO

Title

Title

Date

Date

TASK ORDER FOR PROFESSIONAL SERVICES

AMENDMENT NO. 6 TO TASK ORDER NO. WAL-1

This will constitute authorization by the City of Leander, Texas (Owner), for Walker Partners, LLC. Austin, Texas (Engineer), to proceed with the following described engineering services.

Raider Way and East Woodview Improvements

A. PROJECT DESCRIPTION

The City intends to retain Walker Partners to revise drawings for the T.12 Raider Way and East Woodview Drive Roadway Improvements project, to comply with new Federal and City storm design criteria. The additional and supplemental professional services are to bring all drawings and specifications into compliance with the NOAA and NFPA requirements under the Atlas 14 Precipitation Frequency Atlas of the United States, Volume 11 Version 2.0 (Texas).

B. SCOPE OF SERVICES

See attached Scope of Services within the Amendment No. 6 proposal from Walker Partners, LLC.

C. DELIVERABLES

See attached deliverables described within the Amendment No. 6 proposal from Walker Partners, LLC.

D. BASIS OF COMPENSATION

For the Scope of Services outlined in the attached Amendment No. 6 proposal, the City agrees to pay Walker Partners per the individual lump sum costs according to the attached Amendment No. 6 proposal for the total cost of \$147,333.00. Terms and conditions of the original Task Order WAL-1 apply. This is a not-to-exceed agreement, without written authorization from the City.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. It is the intent to adhere to the attached schedule. Walker Partners will begin work as soon as authorized and as services are requested.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title Richard B. Beverlin, III
City Manager

Attest _____

Date _____

ACCEPTED:

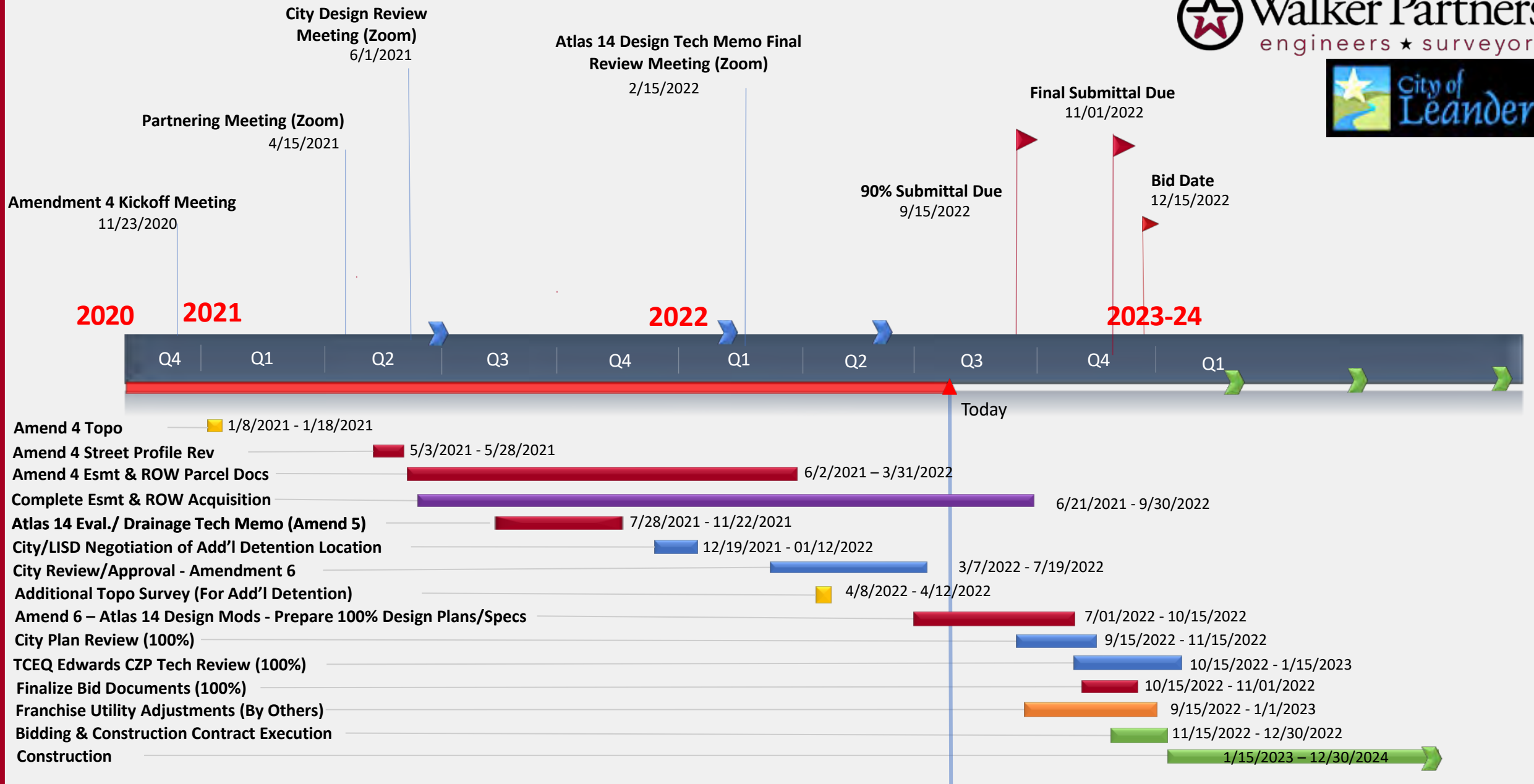
COMPANY NAME

By R. M. Myn, P.E.

Title Vice President

Attest _____

Date 8-10-2022



Raider Way/East Woodview Street Improvements - Project Schedule



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Approval of continuation of professional service agreements with MLA Geotechnical and TSIT Engineering and Consulting LLC for construction site quality assurance and control testing for the term of two (2) years in the amount of \$500,000.00 each per fiscal year (\$1,000,000.00 total); and authorize the City Manager to negotiate and execute all necessary documents; and provide an effective date.

BACKGROUND:

The City of Leander has historically used two (2) separate materials testing companies for quality assurance and control during construction projects. On August 19, 2021 staff brought before Council a professional services contract for a not-to-exceed amount of \$250,000.00 for each testing company to provide services throughout the fiscal budget year. The contract is for a three (3)- year period. Staff is requesting consideration of continuing the professional services contract for years two (2) and three (3) for an additional \$500,000.00 (\$250,000.00 per lab per fiscal year) for a total of \$1,000,000.00 for the two (2)- year period; and authorize the City Manager to negotiate and execute all necessary documents.

Costs for each firm will be charged to the inspection and review fees for each project for each task order. Funds will be budgeted per fiscal year.

RECOMMENDATION:

Staff requests authorization for the City Manager to negotiate and execute the professional services contract with MLA Geotechnical and TSIT Engineering and consulting, LLC. in the amount of \$250,000.00 per fiscal year, per testing consultant for a total of \$1,000,000.00 for the remaining two (2) years of the contracts.

PRESENTER:

Ross E. Blackketter, P.E., City Engineer

Fiscal Impact

<u>Amount requested:</u>	\$500,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	By Project Type

Attachments

1. MLA Professional Services Agreement
2. TSIT Professional Services Agreement

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract" or "Agreement") between the City Of Leander ("OWNER") and MLA Geotechnical ("Professional"), collectively referred to as the "Parties", is an agreement for the Professional to provide the OWNER with the professional services described in this Contract, for and in consideration of the payment terms and performance obligations herein described. The effective date of this Contract shall be the date set forth on the signature page.

Article 1. Work to be Provided

(a) Professional shall provide Work (the "Work") to OWNER under individual assignments. A general description of the Work required by this Contract includes water and wastewater utility engineering services, design and studies of hydrology and hydraulics, and design and studies of transportation infrastructure. OWNER will provide a written Task Order, including a written Statement of Work describing the tasks to be performed, to Professional for the particular Task and a specific price or a formula by which the price can be determined. No Work is authorized unless authorized representatives of both parties sign such a Task Order. This Contract does not guarantee a minimum amount Professional will be paid or a minimum number of Task Orders.

(b) Notwithstanding anything to the contrary contained in this Agreement, OWNER and Professional agree and acknowledge that OWNER is entering into this Agreement in reliance on Professional's special and unique abilities with respect to performing the Work, and Professional's special and unique abilities with respect to engineering services. The Professional accepts the relationship of trust and confidence established between it and the OWNER by this Agreement. Professional covenants with OWNER to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of OWNER in accordance with OWNER's requirements and procedures, in accordance with the standards of Professional's profession or business. Professional represents that there are no undisclosed obligations, commitments, or impediments of any kind that will or could taint, limit or prevent performance of the Work.

(c) Changes In Scope of Work. OWNER may request additional Work or changes in the Work as the project progresses. If so, changes in the Scope of Work shall be initiated by a written change order signed by an authorized representative of each party. The change order shall describe the Work to be added, changed or deleted and shall state the additional cost or cost reduction and schedule changes, if any. Verbal change orders shall have no effect, except in cases of an emergency threatening personal injury or property damage, and in such cases the verbal change order shall be followed as soon as practicable by a writing to be executed by the parties hereto. The terms and conditions of this Contract may be modified only by a writing signed by an authorized representative of each party.

Article 2. Contract Documents

(a) General Definition. The Contract Documents, in order of precedence consist of:

- ② All written Change Orders executed after the effective date of this Contract by an authorized representative of each Party;
- ② Each Task Order executed pursuant to this Contract by an authorized representative of both parties;
- ② The Statement of Work attached to each Task order;
- ② This Contract; and
- ② Any other documents specifically identified as Contract Documents in the General Conditions.

(b) Exclusion from Contract Documents. No term, condition, or provision of any Task Order or other document that conflicts with the terms and conditions contained in this Professional Services Contract will be considered part of the Contract Documents, or otherwise valid, unless expressly provided and accepted in writing by the OWNER and Professional.

Article 3. Term

This Contract is for a three (3) year period subject to extension as provided in this Article, but not to exceed a maximum five (5) year period. The primary term begins upon execution of this Contract by an authorized representative of the OWNER and expires in three years. OWNER shall thereafter have the option to extend the contract for up to, but not to exceed, two extended terms of one year each. Any extension by the OWNER shall be effective upon 30 days notice to Professional prior to the end of the then current term. The extension shall be deemed automatically accepted by Professional unless Professional refuses the extension by written notice to OWNER within ten (10) days after the Professional receives the notice of extension from the OWNER.

Article 4. Schedule

Time is an important element of the performance of this contract. Professional will put forth its best efforts to complete the Work in accordance with any deadlines to which the parties agree in any Task Order. Professional agrees to perform all obligations and render the Work set forth in this Contract or any Task Order issued pursuant hereto in accordance with the any timelines included in the Statement of Work, except as the Parties may hereafter mutually agree in writing otherwise. If required by the Statement of Work, a specific work progress schedule will be developed for each individual task in compliance with that Statement of Work.

Article 5. Price

The Price to be paid for Work under any Task Order shall be as agreed in a particular Task Order. The sum of all task orders shall not exceed \$250,000 per year.

Article 6. Payment

(a) Anything in this agreement to the contrary notwithstanding, all payments to be made by the OWNER hereunder are subject to Ch. 2251 of the Texas Government Code, popularly known as the Prompt Payment Act, which shall control to the extent of any conflict with this paragraph. Payment in full for invoices shall be due within thirty (30) days from date the invoice is received by OWNER. Invoices paid more than thirty (30) days after the invoice is received are subject to a late charge of 1% per month (12% APR) on the amount of the undisputed past due balance.

(b) Invoices for payment under this Contract shall be sent to:

Ross E. Blackketter, P.E.
City Engineer
City of Leander
P.O. Box 319
Leander, Texas 78646-0319

Payments may be based on completion of the Work, fulfillment of milestones, progress payments or any other method that is established in the agreed Statement of Work. In no event shall Professional invoice OWNER more than once monthly.

Article 7. Acceptance of the Work

When Professional can demonstrate that the Work is complete in accordance with the acceptance criteria included in the Statement of Work and so notifies OWNER, OWNER shall review the Work for general compliance with the Contract. If the Work appears to comply with the Contract requirements, and Professional has furnished all required documentation, OWNER shall notify Professional in writing of OWNER's Acceptance of the Work. Acceptance of the Work shall not limit nor diminish Professional's responsibilities, duties and warranties with respect to the Work. The Work shall be performed by the Professional in a manner consistent with good practices for the profession, and the standards and skills of the professionals practicing such profession in Travis County and Williamson County, Texas.

Article 8. Jobsite Inspection

If required by OWNER, Professional's representatives shall observe the jobsite and clearly understand the requirements and risks of the Work to be performed, the jobsite conditions, traffic conditions, the proximity of high-voltage power lines, utilities, and other local conditions likely to affect Professional's performance before accepting any Task Order. Acceptance of a Task Order shall constitute the Professional's certification that it has by observation satisfied itself with respect to all such local conditions and is willing to accept all risks they impose.

Article 9. Independent Contractor

(a) Professional shall perform in all respects as an independent contractor and not as an employee, partner, joint venture or agent of the OWNER. The Work to be performed by Professional shall be subject to the OWNER's review, approval and acceptance as provided in the Contract Documents, but the detailed manner and method of performance shall be under the control of Professional. The accuracy, completeness, and scheduling of the Work and the application of proper means and methods for performance of the Work are entirely the responsibility of Professional. Professional shall be solely responsible for hiring, supervising and paying its employees, subcontractors and suppliers. Professional shall be solely responsible for payment of all (i) compensation, including any employment benefits, to its employees, (ii) taxes, including withholding for federal income tax purposes, employment and unemployment taxes, and (iii) such other expenses as may be owed to Professional's employees. However, because Professional's Work may be associated in the minds of the public with OWNER, Professional shall ensure that all Work by its employees, subcontractors and agents is performed in an orderly, responsible and courteous manner. Non-citizen workers shall be properly documented.

(b) Upon prior notification to and written approval of OWNER, Professional may hire subcontractors to perform work hereunder. Professional shall be responsible to OWNER for the performance of all such subcontractors. OWNER shall require any and all such subcontractors to sign agreements with Professional that bind the subcontractors to perform subcontracts in accordance with the Contract Documents. Upon the request of OWNER, Professional shall furnish OWNER with copies of such subcontracts. In addition, Professional agrees that it is Professional's responsibility to ensure that such subcontractors make all appropriate tax payments or tax withholding in relation to subcontractor's employees providing work to OWNER through Professional under this Contract. Professional represents that it and its subcontractors are fully trained to perform the tasks required by this Contract and that they need no training by the OWNER. Professional further understands and agrees that it will be responsible to OWNER for the quality and performance of any Work performed by any such subcontractor.

Article 10. Licenses and Permits

(a) Professional shall procure and maintain at its expense all licenses and permits necessary for it to perform the Work.

(b) Professional shall ensure that its subcontractors' and their employees are all properly licensed to perform their respective portions of the Work.

Article 11. Governing Laws, Regulations & Standards

(a) This Contract shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of this Contract issued under it, venue for such litigation shall be in a court of competent jurisdiction in Williamson County, Texas.

(b) Professional shall be aware of and shall comply with all non-conflicting Federal,

State, and local laws, ordinances, codes (including applicable Professional codes) and regulations applicable to the Work, any equipment to be fabricated and delivered and for compliance with standards and codes of technical societies that have been adopted by law or regulation or compliance with which is required in the Contract Documents. If any of the Work fails to comply with such laws, ordinances, codes, and regulations, Professional shall bear the costs to bring the Work into compliance.

(c) Without limiting the generality of the foregoing, during the performance of the Agreement, Professional agrees to comply with all applicable regulations of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor as they may apply to Equal Employment Opportunity. Professional will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor pursuant thereto, and will permit access to its books, records, and accounts by the cognizant agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Article 12. Intoxicants & Drugs: Employee Conduct

OWNER shall not allow intoxicants or illegal drugs on its jobsite. Professional shall not at any time allow personnel for whom it is responsible on the jobsite if they are under the influence of any substance that may impair their performance. Professional shall promptly remove from the jobsite any person who is or appears to be under the influence of any of these substances or is otherwise unsafe or disorderly. Professional shall ensure that its employees, subcontractors and their employees avoid excessive noise, exceeding speed limits or reckless driving, use of weapons, or trespass on land not owned by or under easement to OWNER. If private property must be entered or crossed to perform the Work, Professional shall obtain permission from the property owner before entering.

Article 13. Risk of Loss

(a) Professional shall bear the expense and risk of loss or damage to work in progress, completed Work, materials, equipment, and all other incidents of the Work prior to Acceptance of the Work. Professional shall promptly replace or repair any loss or damage at its own expense. In the event of substantial loss or damage due to Force Majeure, the schedules shall be equitably extended. Professional shall bear the expense of storage space for stored materials, whether on-site or off-site, and shall bear the risk of loss or damage to all such materials. Professional shall take reasonable precautions to protect the materials from weather damage, burglary, pilferage and similar hazards.

(b) Professional shall bear the risk of loss or damage to its own equipment, tools, supplies and property and those of its subcontractors and suppliers, regardless of the cause of loss or damage throughout the project.

Article 14. Warranties and Representations

(a) **Warranty of Title.** Professional warrants the title to any goods it delivers to OWNER incidental to the performance of the Work and that said goods will be free and

clear of all liens, mortgages, security interests or other encumbrances.

(b) **General Warranty of the Work.** Professional represents that all Work shall be performed in a Professional manner consistent with the industry standards and the standards of the profession of Professional. Professional shall correct, without delay and at its own expense, any portion of the Work that does not meet the foregoing warranty and is discovered within one year after Acceptance of the Work by re-performing that portion of the Work. Any repair, replacement, or modification of the Work performed pursuant to the provisions of this paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the Work.

(c) **Intellectual Property Representation.** Professional represents that the Work and the processes used in performing it shall not infringe on any valid United States patent, registered United States copyright, trademark or trade secret.

(d) **Business Standing Warranty.** Professional warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Professional has been duly authorized to act for and bind Professional; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Professional has been duly authorized to act for and bind Professional.

Article 15. General Indemnity

(a) Professional shall hold the OWNER and its councilmember's, officers, employees, agents and professionals harmless from all claims, damages, losses and expenses (jointly, "Claims"), including reasonable attorneys' fees, arising out of, or resulting from or arising under this Agreement, provided that any such liabilities, damage, loss, or expense is caused by the negligent, grossly negligent or intentional act or willful misconduct of Professional, anyone directly or indirectly employed by it, or anyone for whose acts it is legally liable.

(b) If the parties are concurrently negligent, each party's liability shall be limited to that portion of negligence attributable to it as determined under the applicable proportionate responsibility rules of the state of Texas.

(c) Anything to the contrary herein notwithstanding, neither party shall be liable to indemnify the other for the negligence, gross negligence or willful misconduct of the other.

(d) The foregoing indemnity provisions shall be deemed independent covenants and shall survive completion of or any termination of the Agreement or any claimed breach thereof. Professional's indemnity responsibility as specified in this clause shall not include

special, incidental, punitive or consequential damages.

Article 16. Intellectual Property Indemnity

(a) Professional shall, at its own expense, defend all suits or proceedings instituted against OWNER, its officers, agents, employees, or professionals based upon any claim that the Work, or any part thereof, or the process performed thereby constitutes an infringement of either any patent or copyright of the United States or of any trademark or trade secret protected by either federal or state law. Professional shall pay all awards of damages assessed against OWNER which result from any such claim, suit, or proceeding and shall indemnify and save OWNER harmless against losses, expenses (including reasonable attorney's fees), and damages resulting from any such claim, suit, or proceeding, including obedience to resulting decrees and to resulting compromises for which Professional is legally liable.

(b) If, in any such suit, a restraining order or temporary injunction is granted, Professional shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If, in any such suit, the Work or any part thereof or the process performed thereby is held to constitute an infringement and its use be permanently enjoined, Professional shall at once make every reasonable effort to secure for OWNER a license at Professional's expense authorizing the continued use of the alleged infringing portion of the Work. If Professional is unable to secure such license within a reasonable time, Professional shall, at its own expense and without impairing performance requirements, either provide non-infringing replacements or modify the Work to eliminate the infringement. In addition to indemnifying and saving OWNER harmless, Professional shall reimburse OWNER for any costs incurred as a result of the unavailability of the infringing item or its non-infringing replacement.

(c) Such indemnity shall not apply to infringement claims that are based upon patent, copyright, trademark, or trade secret violations where such information was supplied by OWNER or which were directed for use by OWNER.

Article 17. Indemnity Procedures

With respect to any claim for Indemnity, the following procedures shall apply:

(a) **Notice.** Promptly after receipt by any entity entitled to indemnification of notice of the commencement or threatened commencement of any civil, administrative, or investigative action or proceeding involving a claim in respect of which the indemnitees shall seek indemnification, the indemnitees shall notify the indemnitor of such claim in writing. No failure to so notify an indemnitor shall relieve the Indemnitor of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor elects to assume control of the defense and settlement of that claim (a "Notice of Election"). It is specifically provided that any indemnitee may by separate legal counsel

participate in any proceeding brought by a third party and raise defenses available to indemnitees, without waiving or limiting the benefits of this article or any duty or responsibility of indemnitor; provided that such indemnitee shall not attempt to limit or waive any defenses raised by indemnitor.

(b) **Procedure for Notice of Election.** If the indemnitor delivers a Notice of Election relating to any claim within the required notice period, the indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided, however, that (i) the indemnitees shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) the indemnitor shall obtain the prior written approval of the indemnitees before entering into any settlement of such claim or ceasing to defend against such claim. After the indemnitor has delivered a Notice of Election relating to any claim in accordance with the preceding paragraph, the indemnitor shall not be liable to the indemnitees for any legal expenses incurred by such indemnitees in connection with the defense of that claim. In addition, the indemnitor shall not be required to indemnify the indemnitees for any amount paid or payable by such indemnitees in the settlement of any claim for which the indemnitor has delivered a timely Notice of Election if such amount was agreed to without the written consent of the indemnitor.

(c) **Procedure Where No Notice of Election Is Delivered.** If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnitees shall have the right to defend the claim in such manner as it may deem appropriate. If the indemnitor fails to deliver a Notice of Election for any claim for which indemnitor is obligated to indemnify the indemnitees pursuant to the terms of this Agreement, then the indemnitor will be solely responsible for any and all costs and expenses incurred by the indemnitees in defending such claim and the indemnitor shall promptly reimburse the indemnitees for all such costs and expenses.

Article 18. Insurance

Professional shall obtain and maintain the insurance coverage specified below on an occurrence-basis and shall provide to Owner an insurance certificate listing the coverage before starting work on any OWNER property. **THE COVERAGE SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING PROFESSIONAL'S LIABILITY UNDER THE INDEMNITY PROVISION.** OWNER shall be listed as an "additional insured" on all policies other than the Workers Compensation and Professional Liability policies. Professional for itself and its insurers hereby waive subrogation against OWNER, its affiliates, their Boards of Directors, Directors, officers, employees and agents. Professional's failure to maintain the required insurance coverage at any time during the contract period may be grounds for OWNER to suspend the Contract and withhold payment until insurance coverage is satisfactory.

	<u>Type of Insurance</u>	<u>Minimum Coverage</u>
(a)	<u>Workers' Compensation</u>	
	Coverage A -	statutory
	Coverage B -	\$250,000 employer's liability
(b)	<u>General Liability</u>	
	Bodily Injury	\$500,000 per person
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$1,000,000 per occurrence
(c)	<u>Automobile Liability</u>	
	(including owned or leased vehicles and heavy equipment)	
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$ 500,000 per occurrence

The automobile liability coverage shall apply to owned, non-owned, hired and leased vehicles. Before work begins, a certificate of all required insurance shall be filed with Project Manager of OWNER.

(d)	<u>Professional Liability</u>	\$1,000,000 per occurrence
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Article 19. Force Majeure

(a) The nonperformance or delayed performance by Professional or OWNER of any obligation under the Agreement shall be excused if such nonperformance or delay is caused by an event beyond the control of the affected party ("Force Majeure"), except to the extent that Professional knew of or should reasonably have been able to foresee such an event and failed to take reasonable measures to avoid the event. Items beyond the control of the parties include, but are not limited to: acts of war, acts of a public enemy; acts of domestic or foreign terrorism, natural disasters; strikes, epidemics or quarantine restrictions; riot, or sabotage; and acts of civil or military authority having jurisdiction.

(b) Upon occurrence of a Force Majeure, the date for performance of the Work shall be extended for a period equal to the time lost by reason of the delay, provided Professional or OWNER has taken reasonable steps to proceed with the performance of the Agreement and has made written notification of such delay and of any corrective action taken. Professional shall not be entitled to any increase in compensation by reason of Force Majeure.

(c) The following delays shall not constitute excusable delays in performance by Professional and shall not constitute a reason for extending the date for performance of the Work:

1. Delays by subcontractors or suppliers of Professional for reasons other than

Force Majeure;

2. Delays in approval of documentation because of inadequate performance by Professional;
3. Delays caused by Professional's lack of sufficient personnel with the necessary skills.

Article 20. General Safety, Environmental and Site Operations Requirements

(a) Safety. All parts of this Contract shall be performed in strict accordance with the safety requirements of applicable codes and statutes, federal, state, and local requirements, and the best industry practice. Professional is solely responsible in its procedures for the safety of its jobsite personnel, equipment, and properties involved in this project, including Professional's subcontractors. However, Professional is not responsible for jobsite safety of others, including Construction Contractor personnel or Construction Contractor means, methods, or procedures.

(b) Environmental. Professional is solely responsible for all costs incurred by OWNER for any spills or leaks caused by Professional or its subcontractors or sub consultants during performance of, or in connection with, the Work. Without limiting the foregoing sentence, Professional shall be responsible for all costs incurred to contain, remediate, and restore the site of the spill according to applicable state and federal laws and regulations, and if on OWNER's property, according to OWNER's requirements.

OWNER shall be responsible for all notifications required by and federal, state, or local law or regulation. Professional shall immediately notify OWNER with the nature and location of the spill. Professional shall provide a written report to OWNER whose representative shall identify the substance, quantity released, location of the spill, and perform clean up and remediation activities. If the spill occurs off OWNER's property, then the Professional shall also notify the OWNER of any agencies notified and the representatives of the agencies contacted. The report shall be a narrative that summarizes on-scene activity and remediation efforts. If long-term remediation will be required, it shall be noted in the report. The initial report shall be provided to OWNER within 24 hours after the incident. Follow-up reports shall be provided to OWNER weekly until remediation efforts have been completed and the spill has been properly remediated.

PROFESSIONAL SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY AND ALL LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIATION COSTS, FINES, PENALTIES, COURT COSTS, AND ATTORNEY'S FEES RESULTING FROM SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES CAUSED BY PROFESSIONAL, ITS SUBCONTRACTORS, AND/OR SUBCONSULTANTS.

Article 21. Assignment

This Contract is to be considered a personal Work Contract. Professional may not assign this Contract without the consent of OWNER. Any permitted assignee must notify the OWNER in writing that it accepts the assignment on the same terms and conditions contained in this Contract. No permitted assignment shall limit Professional's responsibility for performance of this contract. Attempted assignment or delegation of this Contract, including obligations under it, without the written consent of OWNER shall be void, and not merely voidable.

Article 22. Termination for Convenience

(a) OWNER shall have the right to terminate this Contract for its convenience at any time. After receipt of the notice of termination, the Professional shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

1. Stop all ongoing Work.
2. Place no further subcontracts or orders for materials or Work.
3. Terminate all subcontracts.
4. Cancel all materials and equipment orders, as applicable.
5. Take any action that is necessary to protect and preserve all property related to this Contract that is in the possession of the Professional.

(b) In the event of a termination under paragraph (a) of this Article, OWNER shall pay equitable termination charges, for all billable time expended or portions of Work completed (as applicable) and materials purchased, and out-of-pocket costs that have been reasonably incurred by Professional as a result of terminating this Contract. OWNER shall not be liable in connection with any termination under this Article for special, incidental, consequential, or punitive damages, or for loss of anticipated future work, anticipated profits, administrative costs or overhead on anticipated work, or other indirect costs.

Article 23. Termination for Cause

(a) The occurrence of any one or more of the following events will constitute an event of default:

- (1) Professional's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient

skilled workers, suitable materials or equipment, or to adhere to project schedules as adjusted from time to time pursuant by the parties);

(2) Professional's disregard of applicable laws or regulations;

(3) Professional's disregard of the authority of OWNER's Representative;

(4) Professional's violation in any substantial way of any provisions of the Contract Documents;

(5) Failure of Professional to pay subcontractors and/or material suppliers; or

(6) Professional's violation of OWNER's ethics policy.

(b) If one or more of the events identified in paragraph (a) occur, OWNER may terminate this Contract, after giving Professional (and the surety, if any) seven (7) calendar days prior written notice, unless such event of default shall have been cured.

(c) If this Contract has been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against Professional or any surety then existing or which may thereafter accrue. No retention or payment of moneys due Professional by OWNER will release Professional from liability.

(d) In such a circumstance, OWNER shall notify Professional in writing of the termination, with copies of the notice to OWNER's jobsite personnel. Upon notice of termination, Professional and its subcontractors shall promptly stop the Work and allow OWNER to take possession of the jobsite including any equipment and materials identified to the project (whether stored on-site or off-site), after securing the jobsite from safety and environmental hazards.

Article 24. Work Product. Upon termination of this Agreement for cause or for convenience, Professional shall deliver all work product and deliverables prepared under this Agreement, whether complete or not, to the City in a form acceptable to the City. The work product and deliverables shall be delivered to the City upon the earlier to occur of thirty days' notice from the City or the date of termination of the Agreement. This section shall survive termination of the Agreement, and the City may enforce this provision through specific performance.

Article 25. Suspension

(a) OWNER may, at any time and at its sole option, suspend all or any portions of the Work to be performed under this Agreement by providing ten (10) calendar days written notice to the Professional. Upon receipt of any such notice, Professional shall:

1. Immediately discontinue the Work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, Work, or facilities with respect to the suspended portion of the Work, other than to the extent necessary to protect any portion of the Work already performed.
3. Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to OWNER, of all orders, subcontracts, and rental agreements to the extent that they relate to performance of the portion of Work suspended by the notice.
4. Continue to protect and maintain the portion of the Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
5. Continue to perform Professional's obligations for the portions of the Work not suspended.

(b) As full compensation for such suspension, Professional will be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs actually result from such suspension of Work.

1. A reasonable standby charge to be negotiated between OWNER and the Professional sufficient to compensate Professional for keeping (to the extent required in the notice) its organization and equipment committed to the Work in a standby status.
2. All reasonable costs associated with demobilization of Professional's facility, forces, and equipment.
3. A reasonable amount to be negotiated between OWNER and the Professional to reimburse the Professional for the cost of maintaining and protecting that portion of the Work upon which activities have been suspended.
4. All billable time reasonably extended or portions of Work completed (as applicable) prior to the suspension, materials purchased, and out-of-pocket costs that have been reasonable incurred by Professional.

(c) Upon receipt of notice to restart the suspended portion of the Work, Professional shall immediately resume performance on the suspended portion of the Work to the extent required in the notice. Within 14 calendar days after receipt of notice to restart the suspended portion of the Work, the Professional shall submit a revised schedule for approval by OWNER. If, as a result of any suspension, the cost to Professional of subsequently performing the Work or the time required to do so is changed, a claim for an adjustment in the contract price may be made. Any claim on the part of Professional for change in price or extension of time shall be made in accordance with this Agreement.

Article 26. Dispute Resolution

The Parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or as a result of this Contract and prior to the initiation of any litigation, the Parties will voluntarily submit the dispute to the Travis County Dispute Resolution Center for mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. ANN., (Vernon's 1986). No record, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this article has been complied with in good faith by a party. The use of such center shall not be or constitute a waiver of venue.

Article 27. Notices

All notices or other communications required under this Contract may be made either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

Owner: Ross Blacketter, P.E.
City Engineer
City Of Leander
P.O. Box 319
Leander, TX 78464-0319

Professional: MLA Geotechnical
2800 Longhorn Blvd., suite 104
Austin, Texas 78758

Article 28. Titles and Section Headings

The titles and section headings of this Contract are included for convenience only and shall not be deemed to constitute a part of this Contract.

Article 29. Interpretation and Reliance

While this Contract form was initiated by OWNER, Professional had the opportunity to take exception to and seek clarification of it. Thus, this Contract is the product of negotiations between the Parties. No presumption will apply in favor of any party in the interpretation of this Contract or in resolution of any ambiguity of any provision.

Article 30. Failure to Act

No action or failure to act by either party shall be a waiver of a right or duty afforded under the Contract, nor shall such action or failure to act constitute a breach of this Contract, except as specifically agreed to in writing.

Article 31. Contract Non-Exclusive

The Contract is not exclusive. Professional has the right to perform Work for others during the term of the Contract, and OWNER has the right to hire others to perform the same or similar tasks.

Article 32. Third Party Beneficiaries

There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.

Article 33. Mitigation of Damages

In all cases the Party establishing or alleging a breach of contract or a right to be indemnified in accordance with this Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred, provided that it can do so without unreasonable inconvenience or cost.

Article 34. Severability

This Contract is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Contract if it can be given effect without the invalid parts.

Article 35. Integration & Contract Modification

This Contract contains the entire and integrated agreement between Professional and OWNER as to its subject matter and supersedes all prior negotiations, correspondence, understandings, representations and agreements, written or oral, related to it. In case of conflict between the terms and conditions of this Contract and those of any standard sales forms presented by Professional or such forms appearing in or referenced by Professional's bid or proposal, the terms and conditions of this Contract shall prevail. The terms and conditions of this Contract can be modified only by a writing signed by an authorized representative of both Professional and OWNER.

Executed to be effective as of the 9th day of August, 2021.

City of Leander: _____:

By: _____

By:  _____

Name: _____

Name: TIMOTHY WESTON

Title: _____

Title: PRESIDENT

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract" or "Agreement") between the City Of Leander ("OWNER") and TSIT Engineering and Consulting, LLC ("Professional"), collectively referred to as the "Parties", is an agreement for the Professional to provide the OWNER with the professional services described in this Contract, for and in consideration of the payment terms and performance obligations herein described. The effective date of this Contract shall be the date set forth on the signature page.

Article 1. Work to be Provided

(a) Professional shall provide Work (the "Work") to OWNER under individual assignments. A general description of the Work required by this Contract includes water and wastewater utility engineering services, design and studies of hydrology and hydraulics, and design and studies of transportation infrastructure. OWNER will provide a written Task Order, including a written Statement of Work describing the tasks to be performed, to Professional for the particular Task and a specific price or a formula by which the price can be determined. No Work is authorized unless authorized representatives of both parties sign such a Task Order. This Contract does not guarantee a minimum amount Professional will be paid or a minimum number of Task Orders.

(b) Notwithstanding anything to the contrary contained in this Agreement, OWNER and Professional agree and acknowledge that OWNER is entering into this Agreement in reliance on Professional's special and unique abilities with respect to performing the Work, and Professional's special and unique abilities with respect to engineering services. The Professional accepts the relationship of trust and confidence established between it and the OWNER by this Agreement. Professional covenants with OWNER to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of OWNER in accordance with OWNER's requirements and procedures, in accordance with the standards of Professional's profession or business. Professional represents that there are no undisclosed obligations, commitments, or impediments of any kind that will or could taint, limit or prevent performance of the Work.

(c) Changes In Scope of Work. OWNER may request additional Work or changes in the Work as the project progresses. If so, changes in the Scope of Work shall be initiated by a written change order signed by an authorized representative of each party. The change order shall describe the Work to be added, changed or deleted and shall state the additional cost or cost reduction and schedule changes, if any. Verbal change orders shall have no effect, except in cases of an emergency threatening personal injury or property damage, and in such cases the verbal change order shall be followed as soon as practicable by a writing to be executed by the parties hereto. The terms and conditions of this Contract may be modified only by a writing signed by an authorized representative of each party.

Article 2. Contract Documents

- (a) General Definition. The Contract Documents, in order of precedence consist of:
- ☐ All written Change Orders executed after the effective date of this Contract by an authorized representative of each Party;
 - ☐ Each Task Order executed pursuant to this Contract by an authorized representative of both parties;
 - ☐ The Statement of Work attached to each Task order;
 - ☐ This Contract; and
 - ☐ Any other documents specifically identified as Contract Documents in the General Conditions.
- (b) Exclusion from Contract Documents. No term, condition, or provision of any Task Order or other document that conflicts with the terms and conditions contained in this Professional Services Contract will be considered part of the Contract Documents, or otherwise valid, unless expressly provided and accepted in writing by the OWNER and Professional.

Article 3. Term

This Contract is for a three (3) year period subject to extension as provided in this Article, but not to exceed a maximum five (5) year period. The primary term begins upon execution of this Contract by an authorized representative of the OWNER and expires in three years. OWNER shall thereafter have the option to extend the contract for up to, but not to exceed, two extended terms of one year each. Any extension by the OWNER shall be effective upon 30 days notice to Professional prior to the end of the then current term. The extension shall be deemed automatically accepted by Professional unless Professional refuses the extension by written notice to OWNER within ten (10) days after the Professional receives the notice of extension from the OWNER.

Article 4. Schedule

Time is an important element of the performance of this contract. Professional will put forth its best efforts to complete the Work in accordance with any deadlines to which the parties agree in any Task Order. Professional agrees to perform all obligations and render the Work set forth in this Contract or any Task Order issued pursuant hereto in accordance with the any timelines included in the Statement of Work, except as the Parties may hereafter mutually agree in writing otherwise. If required by the Statement of Work, a specific work progress schedule will be developed for each individual task in compliance with that Statement of Work.

Article 5. Price

The sum of all task orders shall not exceed \$250,000.00 per year. The Price to be paid for Work under any Task Order shall be as agreed in a particular Task Order.

Article 6. Payment

(a) Anything in this agreement to the contrary notwithstanding, all payments to be made by the OWNER hereunder are subject to Ch. 2251 of the Texas Government Code, popularly known as the Prompt Payment Act, which shall control to the extent of any conflict with this paragraph. Payment in full for invoices shall be due within thirty (30) days from date the invoice is received by OWNER. Invoices paid more than thirty (30) days after the invoice is received are subject to a late charge of 1% per month (12% APR) on the amount of the undisputed past due balance.

(b) Invoices for payment under this Contract shall be sent to:

Ross E. Blackketter, P.E.
City Engineer
City of Leander
P.O. Box 319
Leander, Texas 78646-0319

Payments may be based on completion of the Work, fulfillment of milestones, progress payments or any other method that is established in the agreed Statement of Work. In no event shall Professional invoice OWNER more than once monthly.

Article 7. Acceptance of the Work

When Professional can demonstrate that the Work is complete in accordance with the acceptance criteria included in the Statement of Work and so notifies OWNER, OWNER shall review the Work for general compliance with the Contract. If the Work appears to comply with the Contract requirements, and Professional has furnished all required documentation, OWNER shall notify Professional in writing of OWNER's Acceptance of the Work. Acceptance of the Work shall not limit nor diminish Professional's responsibilities, duties and warranties with respect to the Work. The Work shall be performed by the Professional in a manner consistent with good practices for the profession, and the standards and skills of the professionals practicing such profession in Travis County and Williamson County, Texas.

Article 8. Jobsite Inspection

If required by OWNER, Professional's representatives shall observe the jobsite and clearly understand the requirements and risks of the Work to be performed, the jobsite conditions, traffic conditions, the proximity of high-voltage power lines, utilities, and other local conditions likely to affect Professional's performance before accepting any Task Order. Acceptance of a Task Order shall constitute the Professional's certification that it has by observation satisfied itself with respect to all such local conditions and is willing to accept all risks they impose.

Article 9. Independent Contractor

(a) Professional shall perform in all respects as an independent contractor and not as an employee, partner, joint venture or agent of the OWNER. The Work to be performed by Professional shall be subject to the OWNER's review, approval and acceptance as provided in the Contract Documents, but the detailed manner and method of performance shall be under the control of Professional. The accuracy, completeness, and scheduling of the Work and the application of proper means and methods for performance of the Work are entirely the responsibility of Professional. Professional shall be solely responsible for hiring, supervising and paying its employees, subcontractors and suppliers. Professional shall be solely responsible for payment of all (i) compensation, including any employment benefits, to its employees, (ii) taxes, including withholding for federal income tax purposes, employment and unemployment taxes, and (iii) such other expenses as may be owed to Professional's employees. However, because Professional's Work may be associated in the minds of the public with OWNER, Professional shall ensure that all Work by its employees, subcontractors and agents is performed in an orderly, responsible and courteous manner. Non-citizen workers shall be properly documented.

(b) Upon prior notification to and written approval of OWNER, Professional may hire subcontractors to perform work hereunder. Professional shall be responsible to OWNER for the performance of all such subcontractors. OWNER shall require any and all such subcontractors to sign agreements with Professional that bind the subcontractors to perform subcontracts in accordance with the Contract Documents. Upon the request of OWNER, Professional shall furnish OWNER with copies of such subcontracts. In addition, Professional agrees that it is Professional's responsibility to ensure that such subcontractors make all appropriate tax payments or tax withholding in relation to subcontractor's employees providing work to OWNER through Professional under this Contract. Professional represents that it and its subcontractors are fully trained to perform the tasks required by this Contract and that they need no training by the OWNER. Professional further understands and agrees that it will be responsible to OWNER for the quality and performance of any Work performed by any such subcontractor.

Article 10. Licenses and Permits

(a) Professional shall procure and maintain at its expense all licenses and permits necessary for it to perform the Work.

(b) Professional shall ensure that its subcontractors' and their employees are all properly licensed to perform their respective portions of the Work.

Article 11. Governing Laws, Regulations & Standards

(a) This Contract shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of this Contract issued under it, venue for such litigation shall be in a court of competent jurisdiction in Williamson County, Texas.

(b) Professional shall be aware of and shall comply with all non-conflicting Federal,

State, and local laws, ordinances, codes (including applicable Professional codes) and regulations applicable to the Work, any equipment to be fabricated and delivered and for compliance with standards and codes of technical societies that have been adopted by law or regulation or compliance with which is required in the Contract Documents. If any of the Work fails to comply with such laws, ordinances, codes, and regulations, Professional shall bear the costs to bring the Work into compliance.

(c) Without limiting the generality of the foregoing, during the performance of the Agreement, Professional agrees to comply with all applicable regulations of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor as they may apply to Equal Employment Opportunity. Professional will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor pursuant thereto, and will permit access to its books, records, and accounts by the cognizant agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Article 12. Intoxicants & Drugs: Employee Conduct

OWNER shall not allow intoxicants or illegal drugs on its jobsite. Professional shall not at any time allow personnel for whom it is responsible on the jobsite if they are under the influence of any substance that may impair their performance. Professional shall promptly remove from the jobsite any person who is or appears to be under the influence of any of these substances or is otherwise unsafe or disorderly. Professional shall ensure that its employees, subcontractors and their employees avoid excessive noise, exceeding speed limits or reckless driving, use of weapons, or trespass on land not owned by or under easement to OWNER. If private property must be entered or crossed to perform the Work, Professional shall obtain permission from the property owner before entering.

Article 13. Risk of Loss

(a) Professional shall bear the expense and risk of loss or damage to work in progress, completed Work, materials, equipment, and all other incidents of the Work prior to Acceptance of the Work. Professional shall promptly replace or repair any loss or damage at its own expense. In the event of substantial loss or damage due to Force Majeure, the schedules shall be equitably extended. Professional shall bear the expense of storage space for stored materials, whether on-site or off-site, and shall bear the risk of loss or damage to all such materials. Professional shall take reasonable precautions to protect the materials from weather damage, burglary, pilferage and similar hazards.

(b) Professional shall bear the risk of loss or damage to its own equipment, tools, supplies and property and those of its subcontractors and suppliers, regardless of the cause of loss or damage throughout the project.

Article 14. Warranties and Representations

(a) **Warranty of Title.** Professional warrants the title to any goods it delivers to OWNER incidental to the performance of the Work and that said goods will be free and

clear of all liens, mortgages, security interests or other encumbrances.

(b) **General Warranty of the Work.** Professional represents that all Work shall be performed in a Professional manner consistent with the industry standards and the standards of the profession of Professional. Professional shall correct, without delay and at its own expense, any portion of the Work that does not meet the foregoing warranty and is discovered within one year after Acceptance of the Work by re-performing that portion of the Work. Any repair, replacement, or modification of the Work performed pursuant to the provisions of this paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the Work.

(c) **Intellectual Property Representation.** Professional represents that the Work and the processes used in performing it shall not infringe on any valid United States patent, registered United States copyright, trademark or trade secret.

(d) **Business Standing Warranty.** Professional warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Professional has been duly authorized to act for and bind Professional; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Professional has been duly authorized to act for and bind Professional.

Article 15. General Indemnity

(a) Professional shall hold the OWNER and its councilmember's, officers, employees, agents and professionals harmless from all claims, damages, losses and expenses (jointly, "Claims"), including reasonable attorneys' fees, arising out of, or resulting from or arising under this Agreement, provided that any such liabilities, damage, loss, or expense is caused by the negligent, grossly negligent or intentional act or willful misconduct of Professional, anyone directly or indirectly employed by it, or anyone for whose acts it is legally liable.

(b) If the parties are concurrently negligent, each party's liability shall be limited to that portion of negligence attributable to it as determined under the applicable proportionate responsibility rules of the state of Texas.

(c) Anything to the contrary herein notwithstanding, neither party shall be liable to indemnify the other for the negligence, gross negligence or willful misconduct of the other.

(d) The foregoing indemnity provisions shall be deemed independent covenants and shall survive completion of or any termination of the Agreement or any claimed breach thereof. Professional's indemnity responsibility as specified in this clause shall not include

special, incidental, punitive or consequential damages.

Article 16. Intellectual Property Indemnity

(a) Professional shall, at its own expense, defend all suits or proceedings instituted against OWNER, its officers, agents, employees, or professionals based upon any claim that the Work, or any part thereof, or the process performed thereby constitutes an infringement of either any patent or copyright of the United States or of any trademark or trade secret protected by either federal or state law. Professional shall pay all awards of damages assessed against OWNER which result from any such claim, suit, or proceeding and shall indemnify and save OWNER harmless against losses, expenses (including reasonable attorney's fees), and damages resulting from any such claim, suit, or proceeding, including obedience to resulting decrees and to resulting compromises for which Professional is legally liable.

(b) If, in any such suit, a restraining order or temporary injunction is granted, Professional shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If, in any such suit, the Work or any part thereof or the process performed thereby is held to constitute an infringement and its use be permanently enjoined, Professional shall at once make every reasonable effort to secure for OWNER a license at Professional's expense authorizing the continued use of the alleged infringing portion of the Work. If Professional is unable to secure such license within a reasonable time, Professional shall, at its own expense and without impairing performance requirements, either provide non-infringing replacements or modify the Work to eliminate the infringement. In addition to indemnifying and saving OWNER harmless, Professional shall reimburse OWNER for any costs incurred as a result of the unavailability of the infringing item or its non-infringing replacement.

(c) Such indemnity shall not apply to infringement claims that are based upon patent, copyright, trademark, or trade secret violations where such information was supplied by OWNER or which were directed for use by OWNER.

Article 17. Indemnity Procedures

With respect to any claim for Indemnity, the following procedures shall apply:

(a) **Notice.** Promptly after receipt by any entity entitled to indemnification of notice of the commencement or threatened commencement of any civil, administrative, or investigative action or proceeding involving a claim in respect of which the indemnitees shall seek indemnification, the indemnitees shall notify the indemnitor of such claim in writing. No failure to so notify an indemnitor shall relieve the Indemnitor of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor elects to assume control of the defense and settlement of that claim (a "Notice of Election"). It is specifically provided that any indemnitee may by separate legal counsel

participate in any proceeding brought by a third party and raise defenses available to indemnitees, without waiving or limiting the benefits of this article or any duty or responsibility of indemnitor; provided that such indemnitee shall not attempt to limit or waive any defenses raised by indemnitor.

(b) Procedure for Notice of Election. If the indemnitor delivers a Notice of Election relating to any claim within the required notice period, the indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided, however, that (i) the indemnitees shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) the indemnitor shall obtain the prior written approval of the indemnitees before entering into any settlement of such claim or ceasing to defend against such claim. After the indemnitor has delivered a Notice of Election relating to any claim in accordance with the preceding paragraph, the indemnitor shall not be liable to the indemnitees for any legal expenses incurred by such indemnitees in connection with the defense of that claim. In addition, the indemnitor shall not be required to indemnify the indemnitees for any amount paid or payable by such indemnitees in the settlement of any claim for which the indemnitor has delivered a timely Notice of Election if such amount was agreed to without the written consent of the indemnitor.

(c) Procedure Where No Notice of Election Is Delivered. If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnitees shall have the right to defend the claim in such manner as it may deem appropriate. If the indemnitor fails to deliver a Notice of Election for any claim for which indemnitor is obligated to indemnify the indemnitees pursuant to the terms of this Agreement, then the indemnitor will be solely responsible for any and all costs and expenses incurred by the indemnitees in defending such claim and the indemnitor shall promptly reimburse the indemnitees for all such costs and expenses.

Article 18. Insurance

Professional shall obtain and maintain the insurance coverage specified below on an occurrence-basis and shall provide to Owner an insurance certificate listing the coverage before starting work on any OWNER property. **THE COVERAGE SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING PROFESSIONAL'S LIABILITY UNDER THE INDEMNITY PROVISION.** OWNER shall be listed as an "additional insured" on all policies other than the Workers Compensation and Professional Liability policies. Professional for itself and its insurers hereby waive subrogation against OWNER, its affiliates, their Boards of Directors, Directors, officers, employees and agents. Professional's failure to maintain the required insurance coverage at any time during the contract period may be grounds for OWNER to suspend the Contract and withhold payment until insurance coverage is satisfactory.

	<u>Type of Insurance</u>	<u>Minimum Coverage</u>
(a)	<u>Workers' Compensation</u>	
	Coverage A -	statutory
	Coverage B -	\$250,000 employer's liability
(b)	<u>General Liability</u>	
	Bodily Injury	\$500,000 per person
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$1,000,000 per occurrence
(c)	<u>Automobile Liability</u>	
	(including owned or leased vehicles and heavy equipment)	
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$ 500,000 per occurrence

The automobile liability coverage shall apply to owned, non-owned, hired and leased vehicles. Before work begins, a certificate of all required insurance shall be filed with Project Manager of OWNER.

(d)	<u>Professional Liability</u>	\$1,000,000 per occurrence
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Article 19. Force Majeure

(a) The nonperformance or delayed performance by Professional or OWNER of any obligation under the Agreement shall be excused if such nonperformance or delay is caused by an event beyond the control of the affected party ("Force Majeure"), except to the extent that Professional knew of or should reasonably have been able to foresee such an event and failed to take reasonable measures to avoid the event. Items beyond the control of the parties include, but are not limited to: acts of war, acts of a public enemy; acts of domestic or foreign terrorism, natural disasters; strikes, epidemics or quarantine restrictions; riot, or sabotage; and acts of civil or military authority having jurisdiction.

(b) Upon occurrence of a Force Majeure, the date for performance of the Work shall be extended for a period equal to the time lost by reason of the delay, provided Professional or OWNER has taken reasonable steps to proceed with the performance of the Agreement and has made written notification of such delay and of any corrective action taken. Professional shall not be entitled to any increase in compensation by reason of Force Majeure.

(c) The following delays shall not constitute excusable delays in performance by Professional and shall not constitute a reason for extending the date for performance of the Work:

1. Delays by subcontractors or suppliers of Professional for reasons other than

Force Majeure;

2. Delays in approval of documentation because of inadequate performance by Professional;
3. Delays caused by Professional's lack of sufficient personnel with the necessary skills.

Article 20. General Safety, Environmental and Site Operations Requirements

(a) Safety. All parts of this Contract shall be performed in strict accordance with the safety requirements of applicable codes and statutes, federal, state, and local requirements, and the best industry practice. Professional is solely responsible in its procedures for the safety of its jobsite personnel, equipment, and properties involved in this project, including Professional's subcontractors. However, Professional is not responsible for jobsite safety of others, including Construction Contractor personnel or Construction Contractor means, methods, or procedures.

(b) Environmental. Professional is solely responsible for all costs incurred by OWNER for any spills or leaks caused by Professional or its subcontractors or sub consultants during performance of, or in connection with, the Work. Without limiting the foregoing sentence, Professional shall be responsible for all costs incurred to contain, remediate, and restore the site of the spill according to applicable state and federal laws and regulations, and if on OWNER's property, according to OWNER's requirements.

OWNER shall be responsible for all notifications required by and federal, state, or local law or regulation. Professional shall immediately notify OWNER with the nature and location of the spill. Professional shall provide a written report to OWNER whose representative shall identify the substance, quantity released, location of the spill, and perform clean up and remediation activities. If the spill occurs off OWNER's property, then the Professional shall also notify the OWNER of any agencies notified and the representatives of the agencies contacted. The report shall be a narrative that summarizes on-scene activity and remediation efforts. If long-term remediation will be required, it shall be noted in the report. The initial report shall be provided to OWNER within 24 hours after the incident. Follow-up reports shall be provided to OWNER weekly until remediation efforts have been completed and the spill has been properly remediated.

PROFESSIONAL SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY AND ALL LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIATION COSTS, FINES, PENALTIES, COURT COSTS, AND ATTORNEY'S FEES RESULTING FROM SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES CAUSED BY PROFESSIONAL, ITS SUBCONTRACTORS, AND/OR SUBCONSULTANTS.

Article 21. Assignment

This Contract is to be considered a personal Work Contract. Professional may not assign this Contract without the consent of OWNER. Any permitted assignee must notify the OWNER in writing that it accepts the assignment on the same terms and conditions contained in this Contract. No permitted assignment shall limit Professional's responsibility for performance of this contract. Attempted assignment or delegation of this Contract, including obligations under it, without the written consent of OWNER shall be void, and not merely voidable.

Article 22. Termination for Convenience

(a) OWNER shall have the right to terminate this Contract for its convenience at any time. After receipt of the notice of termination, the Professional shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

1. Stop all ongoing Work.
2. Place no further subcontracts or orders for materials or Work.
3. Terminate all subcontracts.
4. Cancel all materials and equipment orders, as applicable.
5. Take any action that is necessary to protect and preserve all property related to this Contract that is in the possession of the Professional.

(b) In the event of a termination under paragraph (a) of this Article, OWNER shall pay equitable termination charges, for all billable time expended or portions of Work completed (as applicable) and materials purchased, and out-of-pocket costs that have been reasonably incurred by Professional as a result of terminating this Contract. OWNER shall not be liable in connection with any termination under this Article for special, incidental, consequential, or punitive damages, or for loss of anticipated future work, anticipated profits, administrative costs or overhead on anticipated work, or other indirect costs.

Article 23. Termination for Cause

(a) The occurrence of any one or more of the following events will constitute an event of default:

- (1) Professional's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient

skilled workers, suitable materials or equipment, or to adhere to project schedules as adjusted from time to time pursuant by the parties);

(2) Professional's disregard of applicable laws or regulations;

(3) Professional's disregard of the authority of OWNER's Representative;

(4) Professional's violation in any substantial way of any provisions of the Contract Documents;

(5) Failure of Professional to pay subcontractors and/or material suppliers; or

(6) Professional's violation of OWNER's ethics policy.

(b) If one or more of the events identified in paragraph (a) occur, OWNER may terminate this Contract, after giving Professional (and the surety, if any) seven (7) calendar days prior written notice, unless such event of default shall have been cured.

(c) If this Contract has been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against Professional or any surety then existing or which may thereafter accrue. No retention or payment of moneys due Professional by OWNER will release Professional from liability.

(d) In such a circumstance, OWNER shall notify Professional in writing of the termination, with copies of the notice to OWNER's jobsite personnel. Upon notice of termination, Professional and its subcontractors shall promptly stop the Work and allow OWNER to take possession of the jobsite including any equipment and materials identified to the project (whether stored on-site or off-site), after securing the jobsite from safety and environmental hazards.

Article 24. Work Product. Upon termination of this Agreement for cause or for convenience, Professional shall deliver all work product and deliverables prepared under this Agreement, whether complete or not, to the City in a form acceptable to the City. The work product and deliverables shall be delivered to the City upon the earlier to occur of thirty days' notice from the City or the date of termination of the Agreement. This section shall survive termination of the Agreement, and the City may enforce this provision through specific performance.

Article 25. Suspension

(a) OWNER may, at any time and at its sole option, suspend all or any portions of the Work to be performed under this Agreement by providing ten (10) calendar days written notice to the Professional. Upon receipt of any such notice, Professional shall:

1. Immediately discontinue the Work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, Work, or facilities with respect to the suspended portion of the Work, other than to the extent necessary to protect any portion of the Work already performed.
3. Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to OWNER, of all orders, subcontracts, and rental agreements to the extent that they relate to performance of the portion of Work suspended by the notice.
4. Continue to protect and maintain the portion of the Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
5. Continue to perform Professional's obligations for the portions of the Work not suspended.

(b) As full compensation for such suspension, Professional will be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs actually result from such suspension of Work.

1. A reasonable standby charge to be negotiated between OWNER and the Professional sufficient to compensate Professional for keeping (to the extent required in the notice) its organization and equipment committed to the Work in a standby status.
2. All reasonable costs associated with demobilization of Professional's facility, forces, and equipment.
3. A reasonable amount to be negotiated between OWNER and the Professional to reimburse the Professional for the cost of maintaining and protecting that portion of the Work upon which activities have been suspended.
4. All billable time reasonably extended or portions of Work completed (as applicable) prior to the suspension, materials purchased, and out-of-pocket costs that have been reasonably incurred by Professional.

(c) Upon receipt of notice to restart the suspended portion of the Work, Professional shall immediately resume performance on the suspended portion of the Work to the extent required in the notice. Within 14 calendar days after receipt of notice to restart the suspended portion of the Work, the Professional shall submit a revised schedule for approval by OWNER. If, as a result of any suspension, the cost to Professional of subsequently performing the Work or the time required to do so is changed, a claim for an adjustment in the contract price may be made. Any claim on the part of Professional for change in price or extension of time shall be made in accordance with this Agreement.

Article 26. Dispute Resolution

The Parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or as a result of this Contract and prior to the initiation of any litigation, the Parties will voluntarily submit the dispute to the Travis County Dispute Resolution Center for mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. ANN., (Vernon's 1986). No record, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this article has been complied with in good faith by a party. The use of such center shall not be or constitute a waiver of venue.

Article 27. Notices

All notices or other communications required under this Contract may be made either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

Owner: Ross Blackketter, P.E.
City Engineer
City Of Leander
P.O. Box 319
Leander, TX 78464-0319

Professional: Aaron Cotton, Jr.
Sr. Partner
TSIT Engineering
306 Hazelwood St., #1
Leander, Tx 78641

Article 28. Titles and Section Headings

The titles and section headings of this Contract are included for convenience only and shall not be deemed to constitute a part of this Contract.

Article 29. Interpretation and Reliance

While this Contract form was initiated by OWNER, Professional had the opportunity to take exception to and seek clarification of it. Thus, this Contract is the product of negotiations between the Parties. No presumption will apply in favor of any party in the interpretation of this Contract or in resolution of any ambiguity of any provision.

Article 30. Failure to Act

No action or failure to act by either party shall be a waiver of a right or duty afforded under the Contract, nor shall such action or failure to act constitute a breach of this Contract, except as specifically agreed to in writing.

Article 31. Contract Non-Exclusive

The Contract is not exclusive. Professional has the right to perform Work for others during the term of the Contract, and OWNER has the right to hire others to perform the same or similar tasks.

Article 32. Third Party Beneficiaries

There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.

Article 33. Mitigation of Damages

In all cases the Party establishing or alleging a breach of contract or a right to be indemnified in accordance with this Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred, provided that it can do so without unreasonable inconvenience or cost.

Article 34. Severability

This Contract is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Contract if it can be given effect without the invalid parts.

Article 35. Integration & Contract Modification

This Contract contains the entire and integrated agreement between Professional and OWNER as to its subject matter and supersedes all prior negotiations, correspondence, understandings, representations and agreements, written or oral, related to it. In case of conflict between the terms and conditions of this Contract and those of any standard sales forms presented by Professional or such forms appearing in or referenced by Professional's bid or proposal, the terms and conditions of this Contract shall prevail. The terms and conditions of this Contract can be modified only by a writing signed by an authorized representative of both Professional and OWNER.

Executed to be effective as of the 09 day of August, 2021.

City of Leander:

TSIT Engineering & Consulting, LLC:

By: _____

By: 

Name: _____

Name: Aaron Cotton, Jr.

Title: _____

Title: Sr. Partner



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Approval of an agreement to purchase additional NeoGov platform services for a term of three (3) years from SHI Government Solutions, Inc. in the amount of \$30,059.70, \$37,020.10 and \$56,954.00 each fiscal year respectively (\$124,033.80 total term of agreement) utilizing Texas BuyBoard Contract #661-22; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

During FY2023 budget discussions with the City Manager and Executive Finance Director, the request to replace two (2) of our current systems (PerformSmart and LocalGovU) with two (2) subscriptions in NeoGov (Perform and Learn) was approved. In addition, Payroll and HR received approval to add a new subscription to NeoGov called eForms. The City is already using NeoGov for applicant tracking, on-boarding, and off-boarding. Adding additional subscriptions, as a package deal, with a single-sign on through NeoGov will save time and money in the future and benefit all city employees.

City HR received a pricing proposal from SHI Government Solutions, Inc. Also, City and NeoGov legal departments have been working together to review the service agreement. HR has also run this technology request through Stuart Smith in the City IT department. The next step is to complete the purchase order, sign the agreements, and work with an experienced NeoGov consultant to set up the new subscriptions for city employees to use. This agenda item is to seek approval to move forward with this second step.

SHI Government Solutions, Inc. offers NeoGov services through a pre-negotiated State of Texas BuyBoard Purchasing Cooperative which has favorable pricing and terms due to the State's purchasing volume. SHI Government Solutions, Inc. is a state-certified Historically Underutilized Business (HUB) with an excellent customer service record in regard to past city IT purchases. Use of this BuyBoard contract satisfies all state procurement laws related to competitive bidding.

The SHI pricing proposal includes a one (1)- time set-up fee for each of the three (3) subscriptions and set up of the single sign on process. In addition, a single-system sign on subscription (one username and password for multiple subscriptions) and a subscription cost for NeoGov Perform (Performance Reviews), NeoGov Learn (Learning Management Software), and NeoGov eForms (Forms Creation).

RECOMMENDATION:

Staff respectfully recommends approval to purchase NeoGov set-up and a three (3)- year subscription package from SHI Government Solutions, Inc. in the amount of \$30,059.70 (\$124,033.80 total term of agreement) utilizing Texas BuyBoard Contract #661-22; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Christy Davis, Human Resources Director

Fiscal Impact

Amount requested: \$30,059.70

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): New

Recurring

Operating

1. Breakdown of NeoGov Expenses

<u>NeoGov</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	
Perform Platform	\$ 7,165.80	\$ 11,644.39	\$ 17,914.44	
Learn Platform	\$ 9,076.79	\$ 14,749.78	\$ 22,691.98	
eForms Platform	\$ 5,971.34	\$ 9,703.43	\$ 14,928.36	
Single Sign On Platform	\$ 567.69	\$ 922.50	\$ 1,419.22	
Perform Set Up (1x fee)	\$ 2,079.45	\$ -	\$ -	
Learn Set Up (1x fee)	\$ 2,079.45	\$ -	\$ -	
eForms Set Up (1x fee)	\$ 1,559.59	\$ -	\$ -	
Single Sign On Set Up (1x fee)	\$ 1,559.59	\$ -	\$ -	
	\$ 30,059.70	\$ 37,020.10	\$ 56,954.00	\$ 124,033.80

NOTE: From NeoGov, the incentive option included with Perform/eForms/Learn, it's supposed to be discounted at 60% year 1, 30% year 2, and back to regular list pricing on year 3. Also set up fee is reduced 50%.

Total for 3 FY's as quoted by SHI Government Solutions, Inc.



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case 21-CP-019 to adopt the Cypress Meadows Concept Plan on one (1) parcel of land approximately 44.1 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R403528; generally located south of Hernandos Loop and west of US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case 21-CP-019 as described above.

BACKGROUND:

This request is the first step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances.

APPLICANT/AGENT:

Kimley-Horn (William Buzzelli, P.E.) on behalf of MMK Ventures, LLC. (Saeed Minhas)

RECOMMENDATION:

The proposal includes approximately ninety-seven (97) single-family lots, 10 acres of parkland, and 1.6 acres of commercial. Staff recommends approval of this request. The Planning & Zoning Commission recommended approval during the August 11, 2022 meeting with a 5 to 1 (Commissioner Moss opposing). The surrounding neighbors expressed the following concerns:

1. Increased traffic
2. Flooding/development in the floodplain
3. Access on to Hernandos Loop consider placing closer to US 183
4. Construction access – limit to US 183
5. Wildlife concerns
6. Decrease in home values
7. Developer should consider emergency only access points
8. Land development is not cost effective to improve flooding
9. Water concerns
10. City should purchase the property for a park
11. No sidewalks in the surrounding neighborhoods
12. Need to add more safety to the neighborhoods
13. Current roads are dangerous

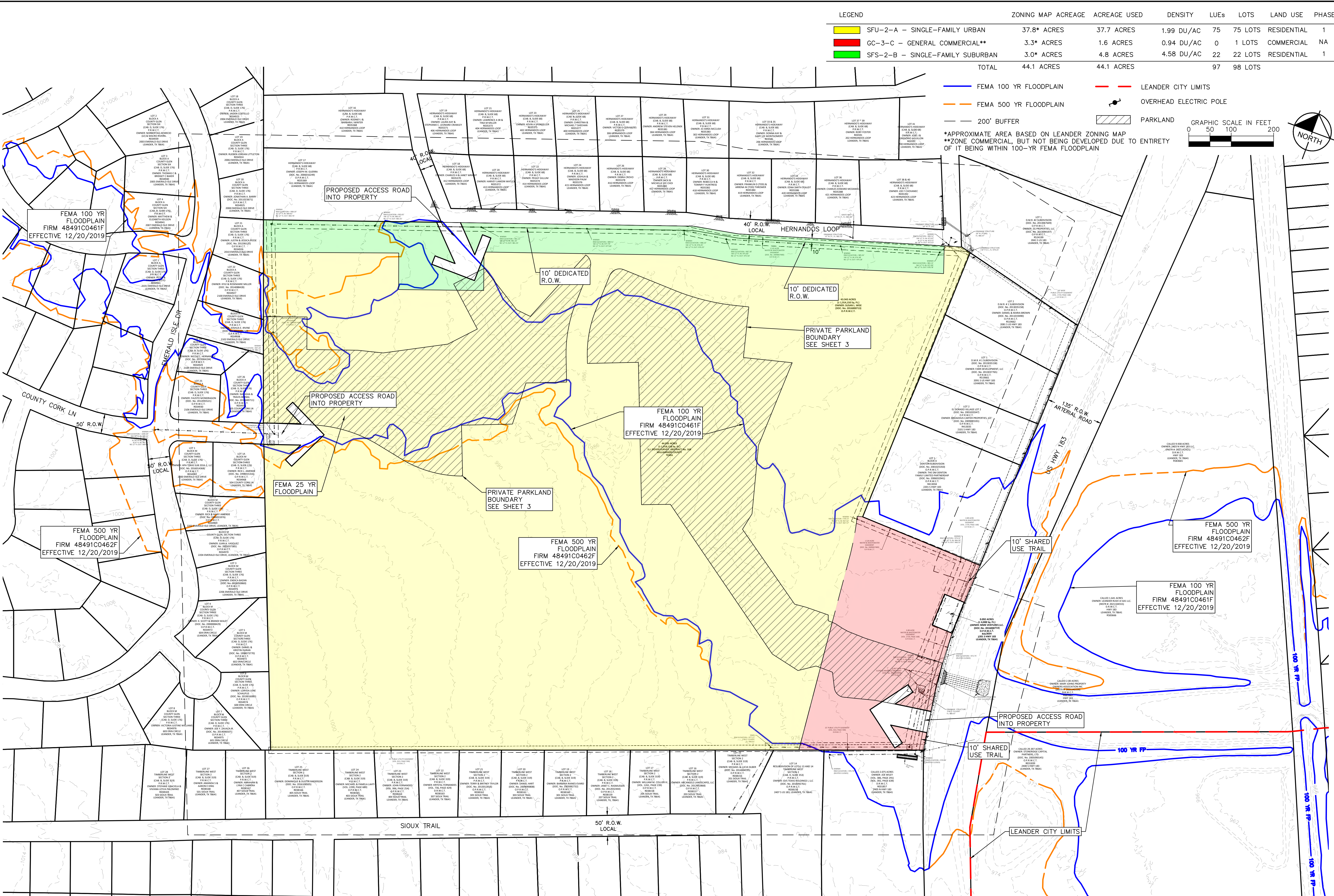
PRESENTER:

Robin M. Griffin, Executive Director of Development Services

Attachments

1. Concept Plan
2. Location Map
3. P&Z Draft Minutes

Plotted By: Buzzelli, William Date: August 02, 2022 06:31:36pm File Path: K:\Users\william_buzzelli\OneDrive\Documents\Cypress Meadows\Concept Plan\Concept Plan.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



- NOTES:
- FLOOD HAZARD AREAS PER FEMA FIRM 48491C0461F AND FIRM 48491C0462F.
 - RESIDENTIAL LOT SIZES SHALL BE 60' OR 70' WIDE LOTS CONSISTENT WITH THE PROPERTY ZONING.
 - PROJECT WILL BE COMPLETED IN ONE PHASE.
 - THERE ARE NO AREAS OF COMMON OWNERSHIP.
 - DESIGNED ACCORDING TO LEANDER MASTER TRANSPORTATION PLAN ADOPTED 5-6-2021.
 - EXISTING HERNANDOS LOOP PAVEMENT IS 18' OF PAVEMENT. WE ARE PROPOSING TO ADD 10' OF R.O.W. DEDICATION AND BUILD 10' OF PAVEMENT TOTALING AT 28' OF PAVEMENT. THIS WILL BE SHOWN IN THE CONSTRUCTION DOCUMENTS.

LOTS	APRX. LUE'S	APRX. TRIPS**
97	97	981

**DEVELOPER PRODUCES OVER 2,000 AVERAGE DAILY TRIPS. A TIA FEE-IN-LIEU WILL BE PROVIDED IN PLACE OF A TIA.

Kimley»Horn

© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
5301 SOUTHWEST PARKWAY, UPLANDS 2, SUITE 100, AUSTIN, TX 78735
PHONE: 512-418-1771 FAX: 512-418-7991
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley»Horn
Engineer: WILLIAM J. BUZZELLI
P.E. No. 133535 Date: 08/02/22

7/19/2022

KHA PROJECT	069294900
DATE	DECEMBER 7, 2021
SCALE	AS SHOWN
DESIGNED BY	WB
DRAWN BY	MH
CHECKED BY	LC

CYPRESS MEADOWS

CONCEPT PLAN
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

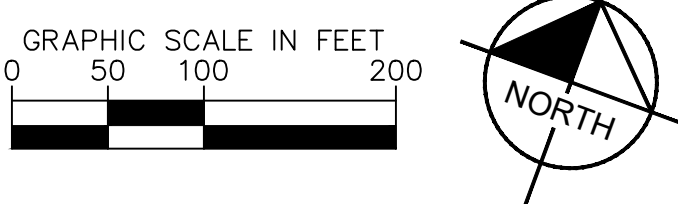
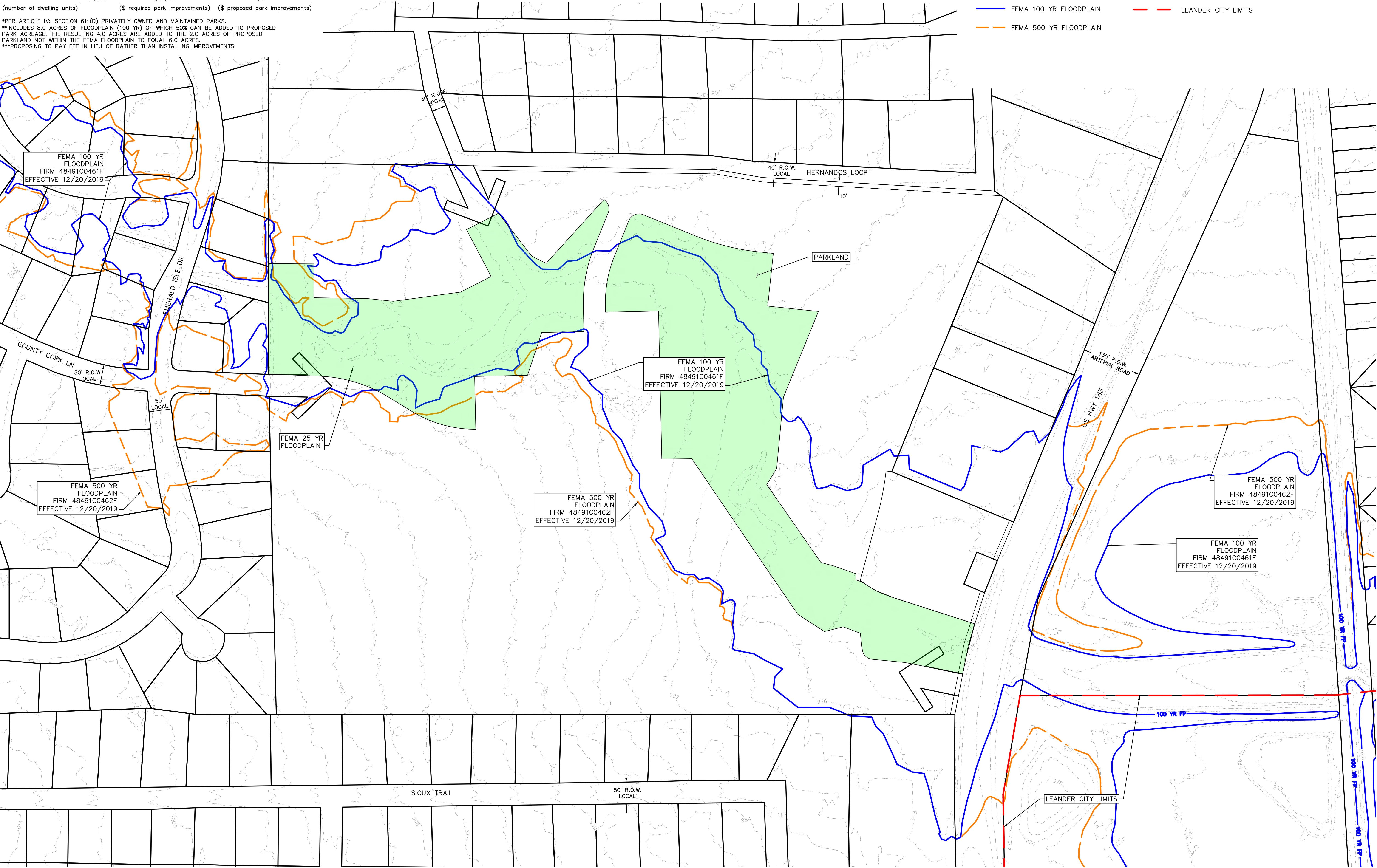
SHEET NUMBER
2 OF 3

Plotted By: Buzzelli, William Date: August 02, 2022 06:31:37pm File Path: K:\nou_civil\069294900 cypress meadows\Conc\Exhibits\concept plan\Concept Plan.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PARK PLAN
OPTION FOUR,* (3.50 ACRES PER 100 DWELLING UNIT) + PARK IMPROVEMENTS (\$400.00 PER DWELLING UNIT).

97	/100 x 3.5 =	3.4	6.0**
(number of dwelling units)		(required park acreage)	(proposed park acreage)
97	x \$400 =	\$38,800	\$0***
(number of dwelling units)		(\$ required park improvements)	(\$ proposed park improvements)

*PER ARTICLE IV, SECTION 61:(D) PRIVATELY OWNED AND MAINTAINED PARKS.
**INCLUDES 8.0 ACRES OF FLOODPLAIN (100 YR) OF WHICH 50% CAN BE ADDED TO PROPOSED PARK ACREAGE. THE RESULTING 4.0 ACRES ARE ADDED TO THE 2.0 ACRES OF PROPOSED PARKLAND NOT WITHIN THE FEMA FLOODPLAIN TO EQUAL 6.0 ACRES.
***PROPOSING TO PAY FEE IN LIEU OF RATHER THAN INSTALLING IMPROVEMENTS.



LEGEND	ACREAGE	LAND USE
█ PRIVATE PARKLAND	10.0 ACRES	PARKLAND
— FEMA 100 YR FLOODPLAIN	--- LEANDER CITY LIMITS	
--- FEMA 500 YR FLOODPLAIN		

FEMA 500 YR FLOODPLAIN
FIRM 48491C0462F
EFFECTIVE 12/20/2019

FEMA 100 YR FLOODPLAIN
FIRM 48491C0461F
EFFECTIVE 12/20/2019

FEMA 25 YR FLOODPLAIN

FEMA 500 YR FLOODPLAIN
FIRM 48491C0462F
EFFECTIVE 12/20/2019

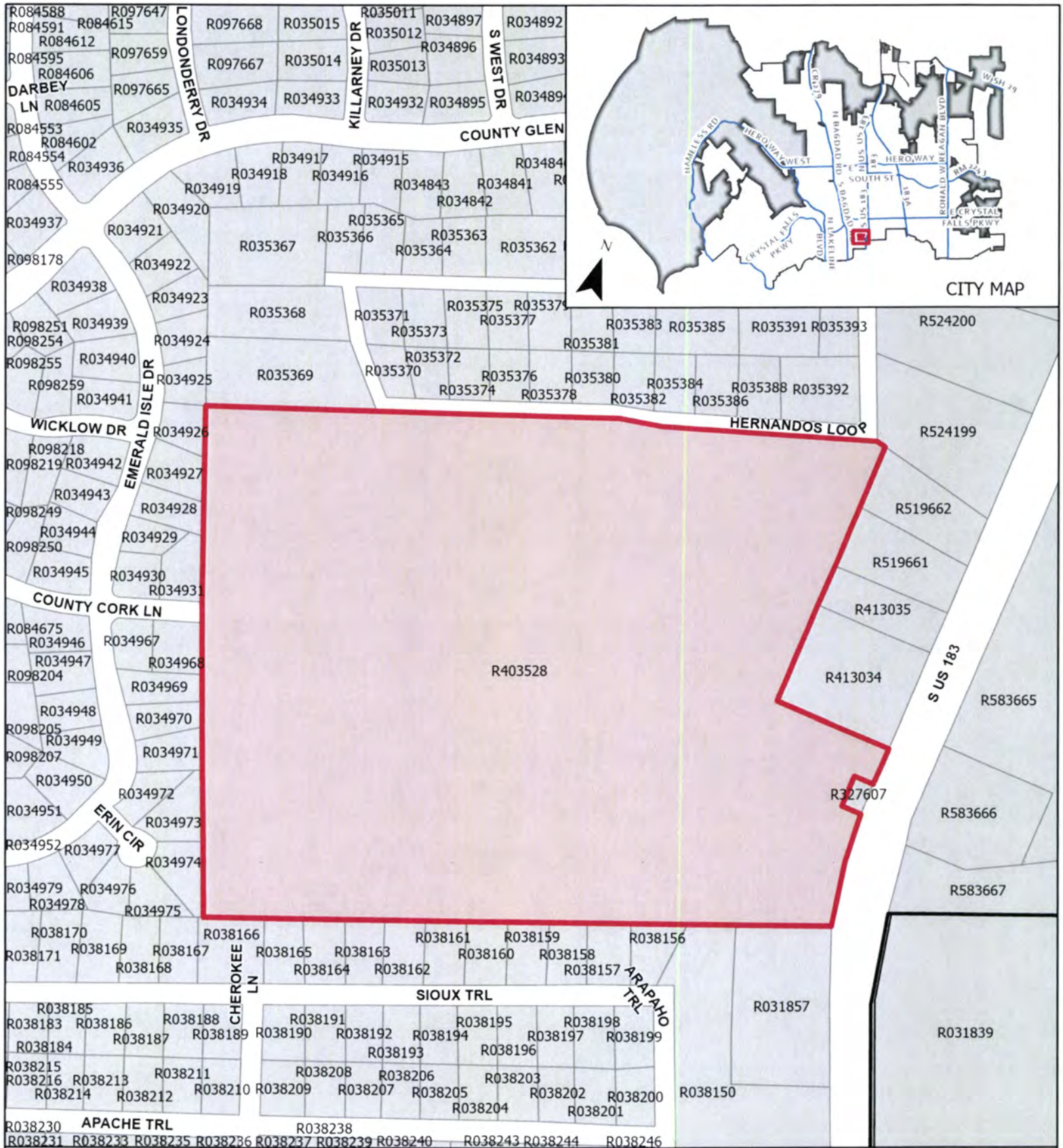
FEMA 100 YR FLOODPLAIN
FIRM 48491C0461F
EFFECTIVE 12/20/2019

FEMA 500 YR FLOODPLAIN
FIRM 48491C0462F
EFFECTIVE 12/20/2019

FEMA 100 YR FLOODPLAIN
FIRM 48491C0461F
EFFECTIVE 12/20/2019

- NOTES:
- FLOOD HAZARD AREAS PER FEMA FIRM 48491C0461F AND FIRM 48491C0462F
 - RESIDENTIAL LOT SIZES SHALL BE 60' OR 70' WIDE LOTS CONSISTENT WITH THE PROPERTY ZONING.
 - PROJECT WILL BE COMPLETED IN ONE PHASE.

KHA PROJECT 069294900		DATE DECEMBER 7, 2021		SCALE AS SHOWN		DESIGNED BY WB		DRAWN BY MH		CHECKED BY LC	
PARK PLAN		PARK PLAN		PARK PLAN		PARK PLAN		PARK PLAN		PARK PLAN	
CYPRESS MEADOWS CONCEPT PLAN CITY OF LEANDER WILLIAMSON COUNTY, TEXAS		PARK PLAN		PARK PLAN		PARK PLAN		PARK PLAN		PARK PLAN	
SHEET NUMBER 3 OF 3		SHEET NUMBER 3 OF 3		SHEET NUMBER 3 OF 3		SHEET NUMBER 3 OF 3		SHEET NUMBER 3 OF 3		SHEET NUMBER 3 OF 3	
Kimley»Horn		Kimley»Horn		Kimley»Horn		Kimley»Horn		Kimley»Horn		Kimley»Horn	
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No.		No.		No.		No.		No.		No.	
REVISIONS		REVISIONS		REVISIONS		REVISIONS		REVISIONS		REVISIONS	
DATE		DATE		DATE		DATE		DATE		DATE	
BY		BY		BY		BY		BY		BY	



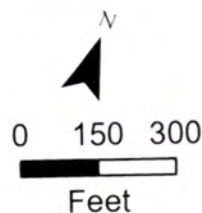
CASE: 21-CP-019

EXHIBIT 1

CYPRESS MEADOWS

Location Map

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



- Subject Area
- Leander City Limits
- ETJ



**MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas

August 11, 2022 at 7:00 PM



Place 1 – Donnie Mahan, *Vice Chair*
Place 2 – John Cosgrove, *Chair*
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – Gary Hampton, Jr.
Place 6 – Laura Lantrip
Place 7 – Rick Carpenter

The meeting will be live-streamed at the following link: <https://www.leandertx.gov/video>.

1. Call to Order at 7:00 p.m.
2. Roll Call all Commissioners were present except Chair Cosgrove.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the August 4, 2022 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
[Please turn in speaker request form before the meeting begins.]

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case 22-SFP-004 regarding Hero Way Substation Final Plat on one parcel of land approximately 5.01 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032155; generally located south side of Hero Way east of Lakeline Blvd., Leander, Williamson County, Texas.
7. Approval of Minutes.

Motion made by Commissioner May to approve the consent agenda items 6 and 7, seconded by Commissioner Lantrip.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Subdivision Case 22-SFP-005 and Variance Case 22-VA-004 to consider the approval of the King Subdivision Short Form Final Plat and associated variances to Article III, Section 45 (b)(10)) and Article IV, Section 61 of the Subdivision Ordinance and Article VI, Section 8 (b)(1) of the Composite Zoning Ordinance on two parcels of land approximately 5.862 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R599426 and R032242; and more commonly known as 1020 and 1030 CR 267, Leander, Williamson County, Texas.

- Discuss and consider action on Subdivision Case 22-SFP-005 and 22-VA-004 as described above.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Ron May to approve the Short Form Plat and Variance with staff conditions.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

9. Conduct a Public Hearing regarding Subdivision Case 21-CP-019 to adopt the Cypress Meadows Concept Plan on one parcel of land approximately 44.1 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R403528; generally located south of Hernandos Loop and west of US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case 21-CP-019 as described above.

Darry L Darnwell, Rosemarie Miller, Edna Staudt, Matt Rifley, Charles Wright, Lyle Johnson, Shawn Hrabal, Ed Kelly, Susan Manry, Nancy Guelker, Jennifer Hrabal, Cordelia Lovelady, Aleksy Keaton spoke against.

Peter Jelito, Joe Gillum, Annette Sponseller had concerns.

Matt Rifley spoke in favor but had concerns.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Ron May to approve the concept plan.

AYE: Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

NAY: Commissioner Deirdre Moss

5 - 1 Passed

10. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-007 to amend the current zoning of Interim SFR-1-B (Single-Family Rural), Interim SFS-2-B (Single-Family Suburban), LO-1-A (Local Office), and LC-2-C (Local Commercial) to adopt the Enclave at Crystal Falls PUD (Planned Unit Development) with a base zoning district of TF-2-A (Two-Family) and GC-2-A (General Commercial) on four parcels of land approximately 19.534 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R559253, R031342, R031345, and R031341; and more commonly known as 10949, 10959, 10965, and 10981 E. Crystal Falls Pkwy, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-007 as described above.

Karen Burns was for but had concerns.

Lenae Rowland was for but had concerns. Their comments were read into the record.

Motion made by Commissioner Rick Carpenter, seconded by Commissioner Laura Lantrip to approve the zoning request with the condition that the first phase shall include 4,000 square feet of commercial instead of 2,000 square feet.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

11. Conduct a Public Hearing regarding Zoning Case 22-Z-016 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Sauterne Center PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) and TF-2-A (Two-Family) on three parcels of land approximately 5.954 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353977 and Williamson County Central Appraisal District Parcel R514310 and R514309; and generally located to the southwest of the intersection of Sauterne Drive and N Lakeline Blvd on the west side of N Lakeline Blvd, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-016 as described above.

Motion made by Commissioner Gary Hampton, Jr., seconded by Commissioner Rick Carpenter to approve with the condition that the density is reduced to 10 units per acre.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr.

NAY: Commissioner Ron May, Vice Chair Donnie Mahan

4 - 2 Passed

REGULAR AGENDA

12. Discuss and consider action regarding Zoning Case 22-Z-020 to amend the Tylerville Tract PUD (Planned Unit Development) by adopting the Sodalís Minor PUD with the base zoning district of LC-2-A (Local Commercial) on one parcel of land approximately 4.995 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R539851; and generally located to the northwest of the intersection of W Broade St and W San Gabriel Pkwy, Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner Laura Lantrip to approve the zoning request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

13. Adjournment at 8:47 p.m.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case 22-Z-020 to amend the Tylerville Tract PUD (Planned Unit Development) by adopting the Sodalís Minor PUD with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 4.995 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R539851; and generally located to the northwest of the intersection of W. Broade Street and W. San Gabriel Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-020 as described above.

BACKGROUND:

This request is the second step in the zoning process. The Planning & Zoning Commission conducted a public hearing during the July 28, 2022 meeting. The Commission postponed action on the case due to notification concerns. A neighbor stated that the applicant sent a substandard notice that only provided two maps that lacked context. The Commission requested that the applicant reach out to the adjacent Homeowners' Association (HOA) and confirm that they are aware of the request. Staff emailed the neighborhood outreach information to the Oak Creek HOA. Unfortunately, staff could not find an email address for the Enclave at Maya Vista HOA. The applicant sent an updated outreach letter to this HOA. Staff did confirm that the concerned neighbor was not located within five hundred (500') feet and was not mailed a notice. The applicant has provided the materials that were sent to the property owners within five hundred (500') feet.

HISTORY/TIMELINE:

07/28/2022 - Planning & Zoning Commission, 1st Public Hearing
08/11/2022 - Planning & Zoning Commission, Action

APPLICANT/AGENT:

RSG Engineering (Hind Saad) on behalf of EC Ventures, LTD (Ernest Cunningham)

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval of the request during the August 11, 2022 meeting.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Attachments

1. Planning Analysis - Sodalís Minor PUD
2. Current Zoning
3. Future Land Use Map
4. Public Notification
5. Proposed Zoning Map
6. Aerial
7. PUD Notes & Conceptual Site Layout and Land Use Plan

8. Letter of Intent
9. Summary of Neighborhood Communication
10. Neighborhood Outreach Update
11. P&Z Draft Minutes



PLANNING ANALYSIS

ZONING CASE 22-Z-020 SODALIS MINOR PUD

GENERAL INFORMATION

Owner/Agent: RSG Engineering (Hind Saad) on behalf of EC Ventures, LTD (Ernest Cunningham).

Current Zoning: Tylerville Planned Unit Development
Base zoning of SFC-2-A (Single-Family Compact)

Proposed Zoning: Sodalís Minor PUD
Base zoning of LC-2-A (Local Commercial) with assisted living facility as the permitted use.

Size and Location: The property is located northwest of the intersection of San Gabriel and Broade Street, including approximately 5.0 acres.

Staff Contact: Cory Dale
Planner

APPLICANT REQUEST

The applicant has submitted a request to remove the tract from the Tylerville PUD and establish a stand-alone Minor PUD with above base zoning in order to operate an assisted living center with associated parking and amenities.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 3*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 4*
- ☐ ☒ Does the proposal warrant any other special considerations?

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD-SF	Tylerville PUD (Single-Family Compact)
EAST	PUD-SF	Tylerville PUD (Single-Family Compact)
SOUTH	PUD-SF	Oak Creek PUD (Single-Family Compact)
WEST	PUD-SF	Hill Country PUD

SURROUNDING AREA:

This property is located along W San Gabriel Parkway just east of the intersection of San Gabriel and Broade Street. The property is bound to the north and east by The Enclave at Maya Vista subdivision. To the south (across San Gabriel) is the Oak Creek Phase 5 subdivision and to the west is the Hill Country Bible Church

PHYSICAL AND NATURAL FEATURES:

This property is currently undeveloped with minimal to no tree cover. The site contains a cul-de-sac from Akumal Street and is outside of the floodplain. The site will be evaluated for drainage criteria later in the development process.

PREVIOUS ZONING CASES:

The following zone case(s) were previously submitted for this property:

- Tylerville PUD Ordinance 14-074-00 was approved by City Council on 12/04/2014.

MAJOR CORRIDORS:

This property has access onto West San Gabriel Parkway and Akumal Street

TRANSPORTATION PLAN REQUIREMENTS:

Driveways along West San Gabriel Parkway will be reviewed by Engineering staff at site development stage. The driveway spacing along West San Gabriel Parkway will be dictated by the Austin Transportation Criteria Manual. The ultimate build out of West San Gabriel Parkway may be determined by the Engineering Department during the development process.

SUBDIVISIONS:

Property is currently unplatted.

EXISTING UTILITIES:

This property has access to both water and sewer from the surrounding subdivisions.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:

USE COMPONENT

MINOR PUD – MINOR PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Minor Planned Unit Development (PUD) district is to allow for minor deviations from the permitted uses allowed in the Composite Zoning Ordinance. The intent of this zoning request is to allow for an assisted living center. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

USE COMPONENT

LC – LOCAL COMMERCIAL:

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

- (1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
- (2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
- (3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
- (4) This component is intended to be utilized with LO, LC, GC, HC, and HI use components when adjacent to residential districts and additional compatibility standards are warranted.
- (5) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.
- (6) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Support senior living communities near neighborhoods and infill locations.

Applicable Future Land Use categories**MULTI-USE CORRIDOR**

- The Multi-Use Corridor future development category is intended for mixed-use areas to be developed at a higher density/intensity and with uses not primarily supported in Neighborhood Residential. These areas are intended to provide for a mix of both commercial and residential uses that are not integrated into neighborhoods but maintain a seamless, compatible transition between residential and commercial uses.

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors.

These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate bufferyards are required to ensure compatibility with adjacent Neighborhood Residential.

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

This proposal was reviewed by all applicable departments within the City of Leander. All plats submitted will be reviewed by Williamson County along with City Staff.

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 03/07/2021. The following changes were made to the project since the development meeting was held:

- No significant changes.

The following ordinance changes occurred following the development meeting which may have impacted this project.

- No applicable changes.

NOTIFICATION

07/07/2022 - Public Notice on Hill Country News
 07/13/2022 - Mail Notification to Property Owners within 200'
 07/13/2022 - Public Hearing Signage Posted on Property
 07/28/2022 - Planning and Zoning Commission Public Hearing
 08/18/2022 - City Council Public Hearing & First Reading of the Ordinance
 09/01/2022 - City Council Second & Final Reading of the Ordinance

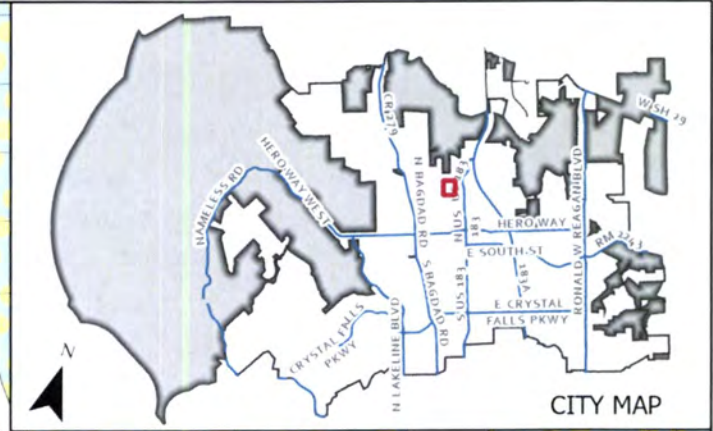
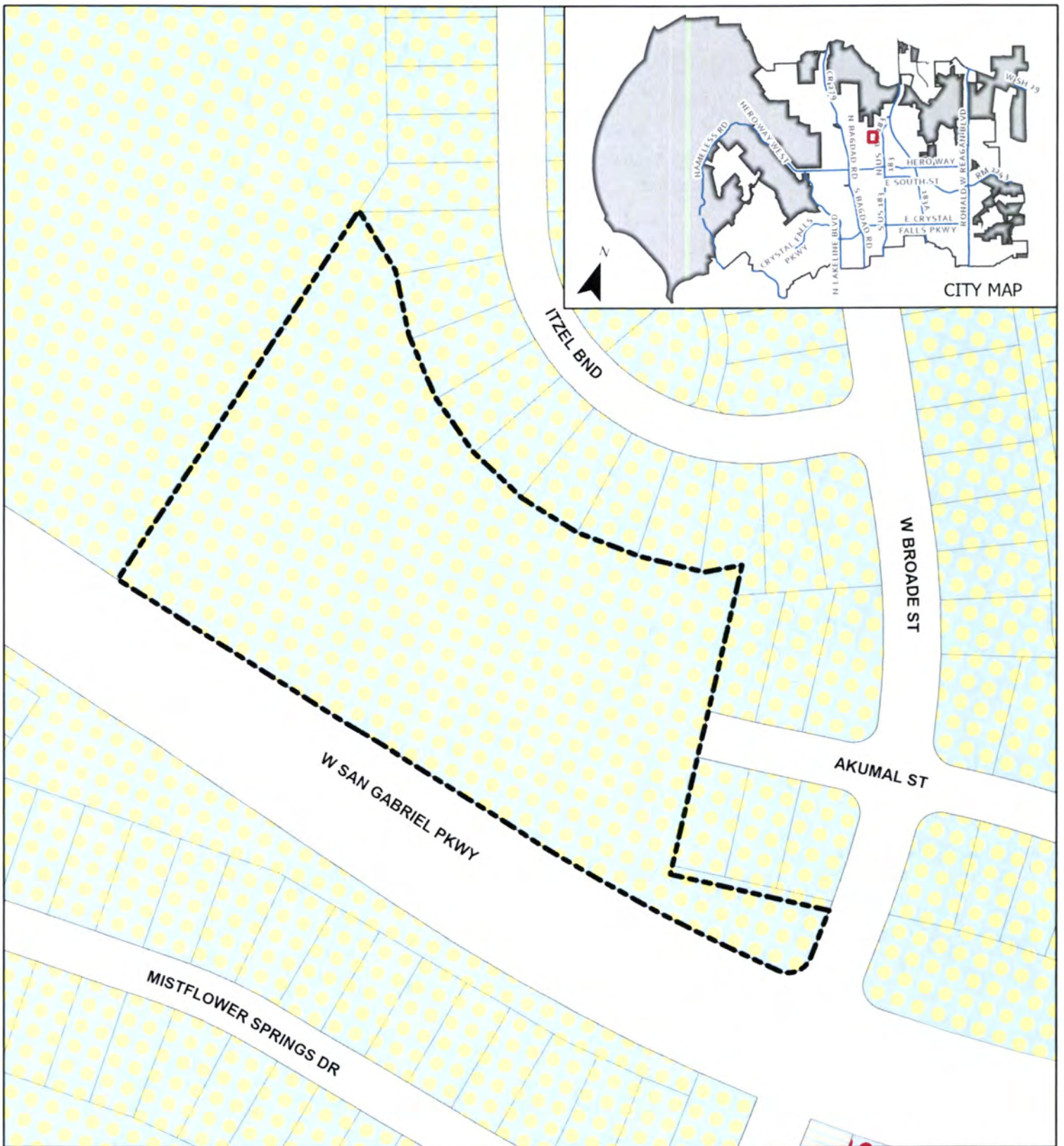
PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' were also contacted.

See attachment 9 in the agenda packet for the Neighborhood Outreach summary of communications, example letter and mailing labels.

APPROVAL CRITERIA:

This request is proposing a Minor PUD in order to allow for the development of an assisted living center with the base zoning of LC-2-A (Local Commercial). This would be the only allowable use allowed per the Minor PUD. This site has frontage along both San Gabriel Pkwy with a secondary ingress/egress off Akumal Street. This Minor PUD includes a waiver to allow an assisted living facility that would normally require the GC (General Commercial) use component.



CASE: 22-Z-020

ATTACHMENT 2

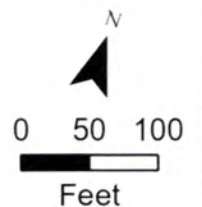
SODALIS LEANDER

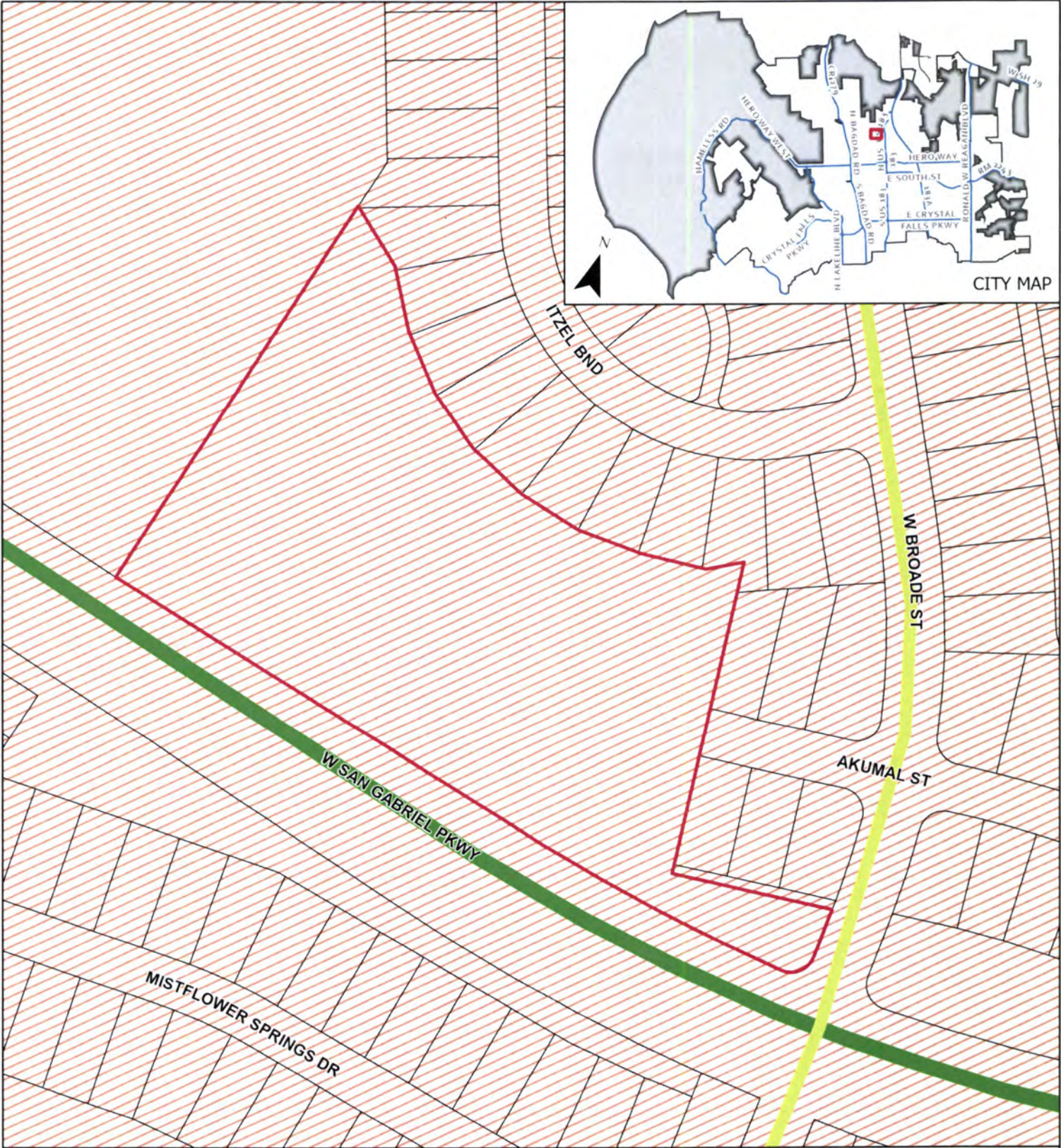
Current Zoning

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

-  Leander City Limits
-  ETJ
-  Subject Area

-  PUD - Single-Family
-  PUD - General Commercial
-  CD - Conventional Sector

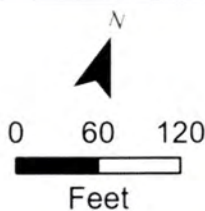




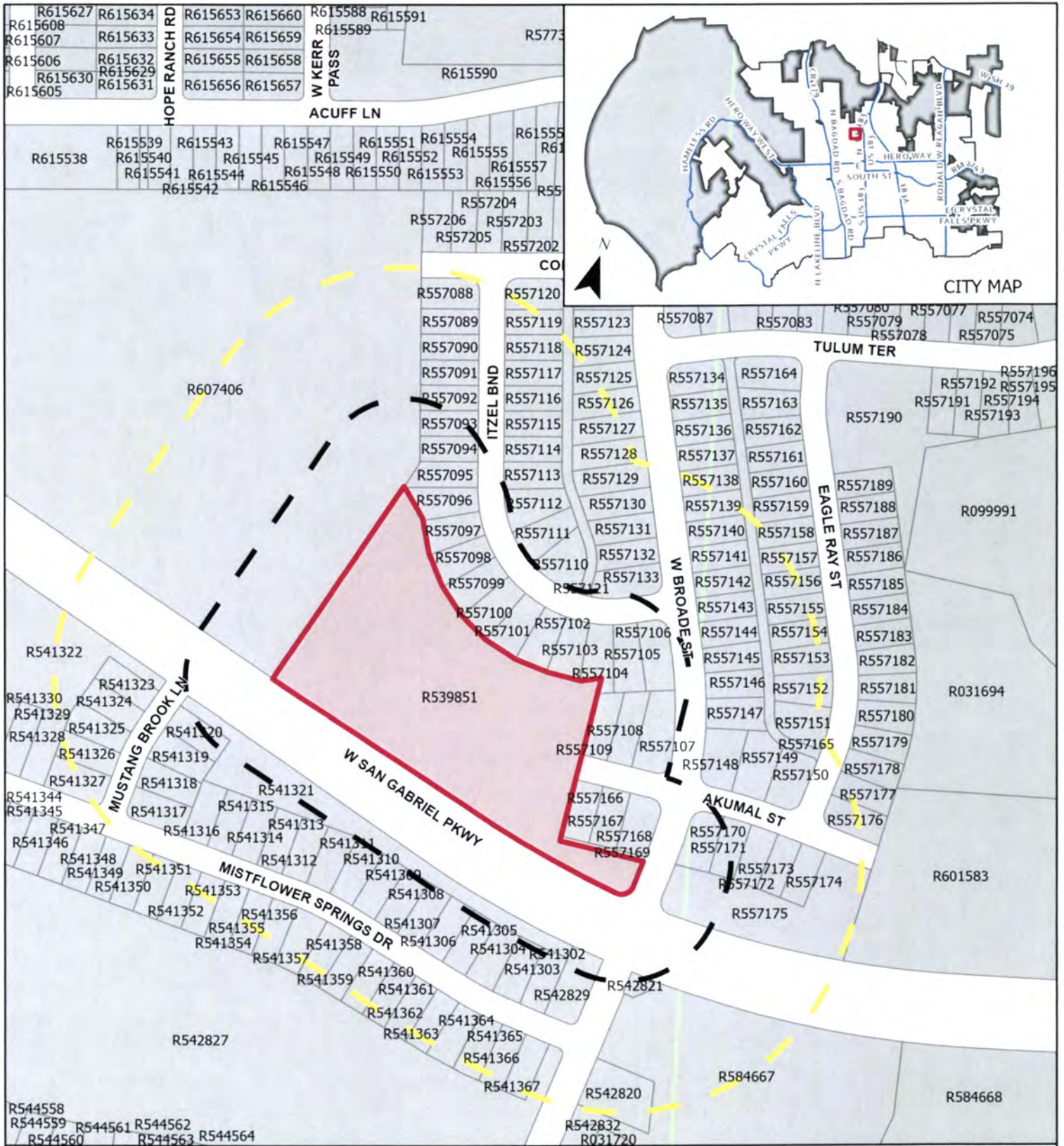
CASE: 22-Z-020 ATTACHMENT 3 SODALIS LEANDER

Future Land Use Map

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- | | |
|---------------------------|--|
| Leander City Limits | Future Land Use |
| Leander ETJ | |
| Subject Area | |
| Arterial 6 Lane, Existing | |
| Collector, Existing | Neighborhood Residential |
| | Multi-Use Corridor |
| | Multi-Use Corridor - Priority Corridor |



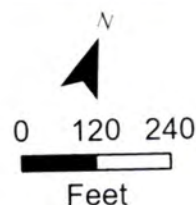
CASE: 22-Z-020

ATTACHMENT 4

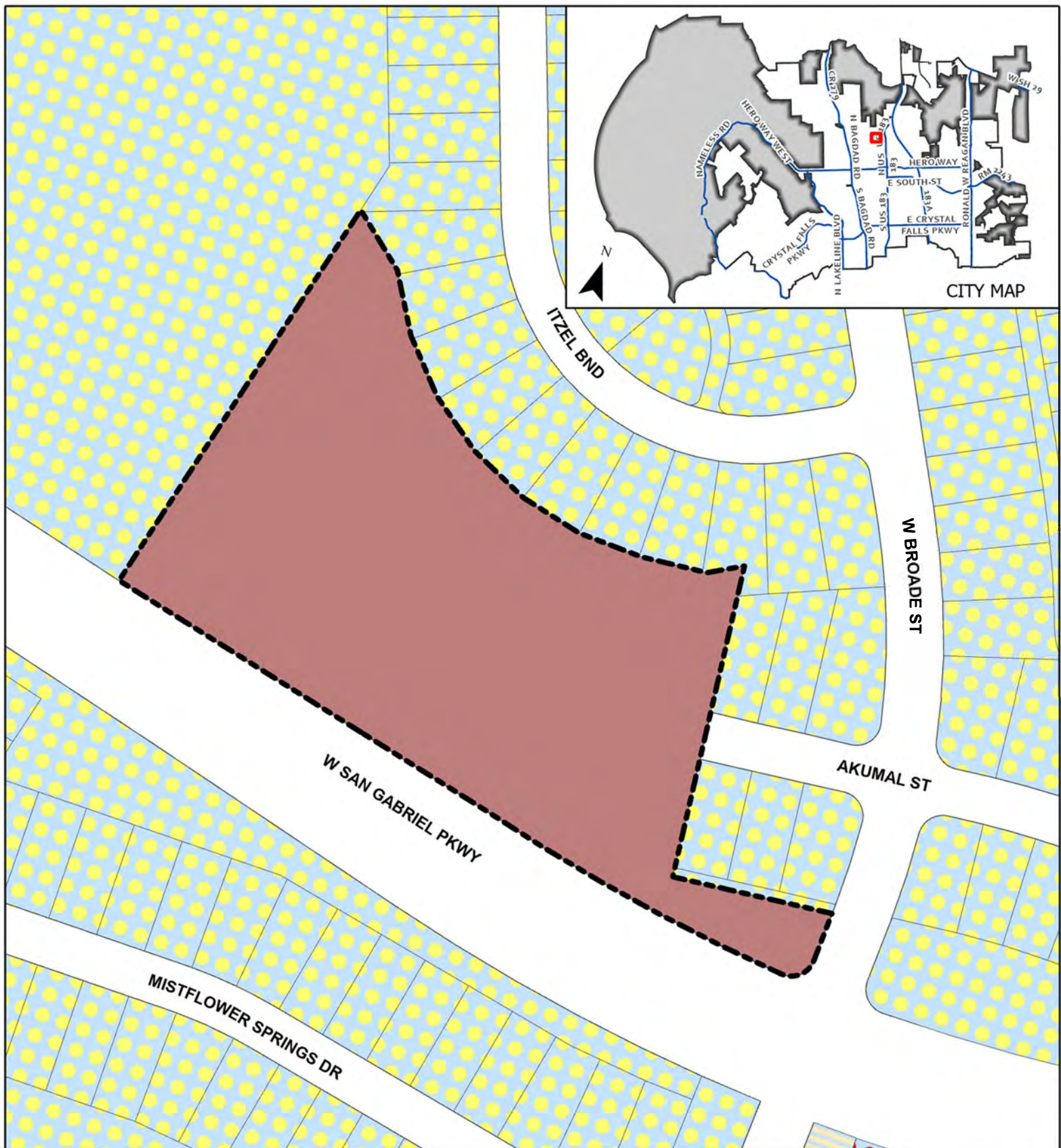
SODALIS LEANDER

Public Notification

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- Subject Area
- 200' Buffer
- 500' Buffer
- Leander City Limits
- ETJ



CASE: 22-Z-020

ATTACHMENT 5

SODALIS LEANDER

Proposed Zoning

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-  Leander City Limits
 ETJ
 Subject Area
 LC-2-A - Local Commercial

-  PUD - Single-Family
 PUD - General Commercial
 CD - Conventional Sector

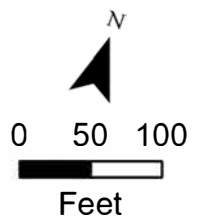


EXHIBIT A

SODALIS LEANDER MINOR PLANNED UNIT DEVELOPMENT

Amendment to the Tylerville PUD (Ordinance 14-074-00)

A. Purpose and Intent

1. The Sodalís Leander Minor PUD is comprised of approximately 5 acres with is the remainder of 107.228 acres as shown in **Exhibit B**. The development of this property includes local commercial uses as well as an assisted living facility.

B. Applicability and Base Zoning

1. All aspects regarding the development of the PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance:

LC-2-A (Local Commercial)

C. Allowable / Prohibited Uses

1. Allowable Uses:
 - a. The allowable uses shall be limited to an assisted living center



**FIELD NOTES
FOR
A 4.995 ACRE TRACT**

A 4.995 acre tract of land, out of the Charles Cochran Survey, Abstract No. 134, Williamson County, Texas, being a remaining portion of called 107.928 acre tract, conveyed to Waterstone Tylerville, L.P., of record in Doc. No. 2004063370, of the Official Public Records of Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod with a cap stamped "CUNNINGHAM" in the northeast line of West San Gabriel Parkway, a variable width right-of-way, being also the northeast line of a called 9.602 acre tract, conveyed to the County of Williamson, of record in Doc. No. 2005011119, of the Official Public Records of Williamson County, Texas, for the southeast corner of a called 19.00 acre tract, conveyed to Hill Country Bible Church Leander, of record in Doc. No. 2013018966, of the Official Public Records of Williamson County, Texas, the southwest corner tract described herein, from which a found Scribed "X" in concrete bears N $76^{\circ}59'32''$ W, along and with the northeast line of West San Gabriel Parkway and the 9.602 acre tract, the southwest line of the 19.00 acre tract, a distance of 1159.57 feet for a point in the west line of the 107.928 acre tract, the west corner of the 19.00 acre tract, the northwest corner of the 9.602 acre tract;

THENCE: N $13^{\circ}07'24''$ E, leaving the northeast line of West San Gabriel Parkway and the 9.602 acre tract, along and with the east line of the 19.00 acre tract, the west line of the tract described herein, a distance of **458.14 feet** to a set $\frac{1}{2}$ " iron rod with a blue cap stamped "KFW SURVEYING" for the most westerly southwest corner of Lot 8, of the Enclave at Maya Vista Subdivision, of record in Doc. No. 2017036058, of the Official Public Records of Williamson County, Texas, the north corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod bears N $13^{\circ}07'24''$ E, a distance of 54.44 feet for the east corner of the 19.00 acre tract and an angle point of Lot 8;

THENCE: leaving the east line of the 19.00 acre tract, along and with the southwest line of the Enclave at Maya Vista Subdivision, the northeast line of the tract described herein the following nine (9) courses:

1. **S $51^{\circ}16'49''$ E**, a distance of **73.12 feet** to a found $\frac{1}{2}$ " iron rod for an angle point,
2. **S $31^{\circ}41'00''$ E**, a distance of **69.04 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "RPLS 4046" for an angle point,
3. **S $43^{\circ}14'24''$ E**, a distance of **69.05 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "BRIGHTON" for an angle point,
4. **S $54^{\circ}38'42''$ E**, a distance of **68.94 feet** to a set $\frac{1}{2}$ " iron rod with a blue cap stamped "KFW SURVEYING" for an angle point,
5. **S $66^{\circ}07'16''$ E**, a distance of **69.04 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "BRIGHTON" for an angle point,
6. **S $77^{\circ}36'03''$ E**, a distance of **68.88 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "RPLS 4046" for an angle point,
7. **S $89^{\circ}07'20''$ E**, a distance of **69.20 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "RPLS 4046" for an angle point,
8. **N $83^{\circ}32'49''$ E**, a distance of **69.67 feet** to a found $\frac{1}{2}$ " iron rod with a cap stamped "RPLS 4046" for an angle point, and

9. N 59°44'56" E, a distance of 39.61 feet to a found ½" iron rod with a cap stamped "BRIGHTON" for an interior corner of Lot 17 of the Enclave at Maya Vista Subdivision, the northeast corner of the tract described herein;

THENCE: S 06°58'47" E, along and with a west line of the Enclave at Maya Vista Subdivision, the east line of the tract described herein, a distance of 330.51 feet to a found ½" iron rod with a cap stamped "BRIGHTON" for the southwest corner of Lot 4, an HOA Landscape Lot, of the Enclave at Maya Vista Subdivision, and an interior corner of the tract described herein;

THENCE: N 83°02'07" E, along and with the southeast line of Lot 4, the northwest line of the tract described herein, a distance of 169.38 feet to a found PK Nail in the west line of West Broade Street, a 60.00 foot right-of-way, for the southeast corner of Lot 4, and an exterior of the tract described herein;

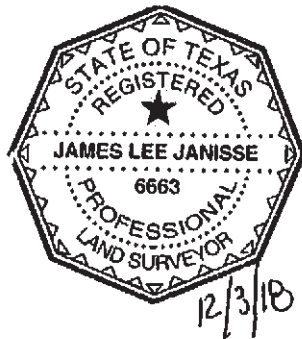
THENCE: S 01°05'42" W, along and with the west line of West Broade Street, the east line of the tract described herein, a distance of 52.28 feet to a found ½" iron rod with a cap stamped "BRIGHTON" for a point of curvature to the right;

THENCE: continuing along and with the west line of West Broade Street, the east line of the tract described herein, with the curve to the right having a radius of 25.00 feet, an arc length of 39.77 feet, a delta angle of 091°08'40" and a chord bears S 46°56'18" W, a distance of 35.71 feet to a found ½" iron rod with a cap stamped "BRIGHTON" in the northeast line of West San Gabriel Parkway and the 9.602 acre tract, for an exterior corner of the Enclave at Maya Vista Subdivision, and a point of compound curvature to the right of the tract described herein;

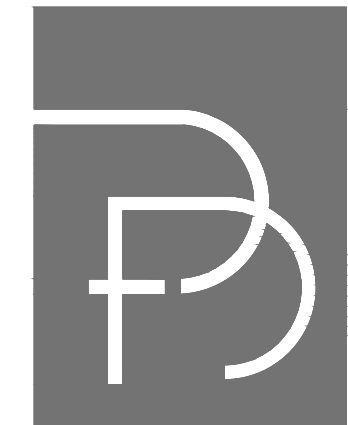
THENCE: leaving the west line of West Broade Street, along and with the northeast line of West San Gabriel Parkway and the 9.602 acre tract, the southwest line of the tract described herein, with the curve to the right having a radius of 1980.00 feet, an arc length of 348.09 feet, a delta angle of 010°04'22" and a chord bears N 82°14'49" W, a distance of 347.64 feet to a set ½" iron rod with a blue cap stamped "KFW SURVEYING" for the end of curve;

THENCE: N 76°59'32" W, continuing along and with the northeast line of West San Gabriel Parkway and the 9.602 acre tract, the southwest line of the tract described herein, a distance of 452.24 feet to the **POINT OF BEGINNING** and containing 4.995 acres, more or less, situated in Williamson County, Texas. Bearings are based on NAD83 (2011) Texas State Plane Central Zone, 4204.

Job No.: 18-131
Prepared by: KFW Surveying
Date: December 3, 2018
File: S:\Draw 2018\18-131 W San Gabriel Pkwy\DOCS\FN - 4.995AC.doc



James Janisse



DFD ARCHITECTS INC
305 WEST WILLIS STREET
SUITE 101
LEANDER, TEXAS 78641
PHONE: 512.259.4175
WWW.DFDARCH.COM

**SODALIS AT
LEANDER
ASSISTED LIVING**

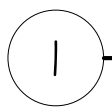
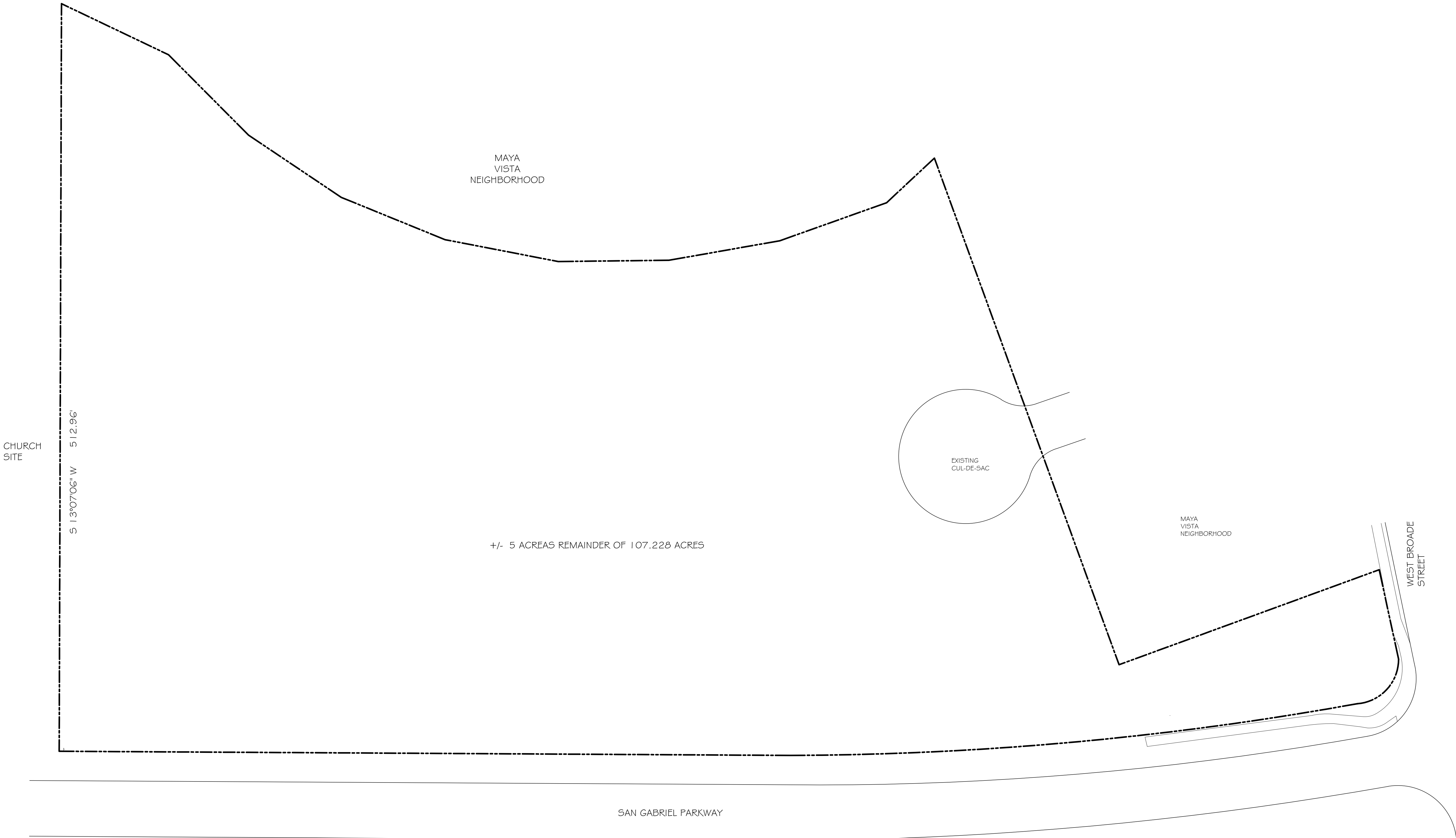
PROJECT LOCATION:

SAN GABRIEL PKWY
LEANDER, TX
78641

OWNER:
SODALIS
SENIOR LIVING

EXISTING
SITE PLAN

AS100



TRUE
NORTH

PLAN
NORTH

SITE PLAN

SCALE: 1"=30'-0"



City of Leander Planning
Re: Request for Zone Change

Dear Board Members,

The project is located northwest of the intersection of San Gabriel Parkway and Broade Street (PID # R539851). The tract is approximately 4.995 acres in size and is currently unplatted. Currently the tract is largely undeveloped with a cul-de-sac from Akumal Street, contains no significant trees and is out of the floodplain.

Current zoning of the tract is per the Tylerville PUD with a base zoning of SFC-2-A. This request is to remove the tract from the Tylerville PUD and establish a stand-alone Minor PUD with a base zoning of LC-2-A in order to operate an assisted living center with associated parking and amenities. No waivers are requested for the development of this tract and the allowable/prohibited uses shall be limited to an assisted living center.

We ask that the Commission review our proposed site plan and provide any pre-development guidance.

Thank you for your consideration of this matter.

Hind Saad
RSG Engineering

04.18.2022

A handwritten signature in black ink, appearing to read "Hind Saad", written over the date.

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

This summary is only required for a PUD or a Minor PUD.

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

3. What concerns were raised during these communications?

4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

The above information is deemed to be true to the best of my knowledge.

Signature: W. J. Davis Date March 21, 2022



March 18, 2022

Re: Sodalis Leander Assisted Living

Dear Property Owner:

My client, Sodalis Leander, is in the process of developing their property on San Gabriel Parkway. You are receiving this letter because your property is within 500 feet of the property location.

Sodalis Senior Living is a senior living provider throughout the State of Texas. As Texas grows so has the need for senior care. Leander certainly has experienced the growth and now shows a significant need for these services. As a result, we are in the process of amending the PUD with the City of Leander.

The building will be a two-story assisted living that includes 94 units and the associated dining, living and activity spaces. Included with this letter is additional information to give you some idea of the new building that will be coming.

If you have any questions or would like to discuss this project further please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'William A. Davies', is written over a light blue horizontal line.

William A. Davies, AIA
President

NEPALLI, VISHALDEEP
3705 CARYA DR
LEANDER, TX 78641

KWONG, WING CHEUNG & SHUI
YUNG PHOEBE WONG
2628 ARION CIR
AUSTIN, TX 78730

BONHAM, LOUIS A II & QIANA T
1405 ITZEL BND
LEANDER, TX 78641

MOHAN, RICHARD A & WILAILUCK
1401 ITZEL BND
LEANDER, TX 78641

TITUS, MOTHY LEO & LATHA
1341 ITZEL BND,
LEANDER, TX 78641

CERVANTES, JOSE EDUARDO &
GARCIA, CLAUDIA
1337 ITZEL BND,
LEANDER, TX 78641

EICHENAUER, JASON DEAN & ERIN
1333 ITZEL BND,
LEANDER, TX 78641

VERMA, JAY
2228 LOOKOUT KNOLL DR
LEANDER, TX 78641-4952

VEGA, JOSE & WHITNEY JONES
1325 ITZEL BND,
LEANDER, TX 78641

AKERELE, BOSEDE
1321 ITZEL BND,
LEANDER, TX 78641

FINDLAY, FRANKIE L & BETTY W &
ALEXANDER L DONALDSON &
KAITLYN M DONALDSON
1317 ITZEL BND,
LEANDER, TX 78641

HURLEY, BRIAN KRISTOPHER &
KRISTINE MARIE
1313 ITZEL BND,
LEANDER, TX 78641

EDWARDS, GAYLON O &
DAVID E CARMODY
1309 ITZEL BND,
LEANDER, TX 78641

ESTRADA, MERCY
1305 ITZEL BND,
LEANDER, TX 78641

MATTHEWS, CHRISTOPHER &
TAYLOR
1301 ITZEL BND,
LEANDER, TX 78641

DUTCH INVESTMENTS LLC
108 RED MULBERRY WAY
LEANDER, TX 78641-4030

TANVIR, FARHAN & NAZIA SHABBIR
& TANVIR AHMED & ABIDA SHAMIM
333 AKUMAL ST,
LEANDER, TX 78641

HECKLER, JOHN JACOB & ANDREA
337 AKUMAL ST,
LEANDER, TX 78641

SERVA GIANNINO & ANA MARIA
OVIEDO CABELLO
328 AKUMAL ST,
LEANDER, TX 78641

BRITTON, CHRISTOPHER
332 AKUMAL ST,
LEANDER, TX 78641

NERIO CLARRISSIA &
KNIVES MONROE
336 AKUMAL ST,
LEANDER, TX 78641

WATERSTONE TYLerville LP
Attn: POHL BROWN & ASSOCIATES INC
10800 PECAN PARK BLVD #STE 125
AUSTIN, TX 78750-1224

MISTFLOWER LLC
623 ACADIA BND
CEDAR PARK, TX 78613-2195

HOLMES, LAUREN & JUSTIN
409 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

RANJBAR, MOJTABA
417 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

PARKER, LAURA
1807 SAM BASS RD
ROUND ROCK, TX 78681-1901

KERREY, WILLIAM S & KATY L
425 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

CONNOR, SHAE
429 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

BILIGIRI, SURESH &
VYJAYANTHI
433 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

YANG, GINA JIE (TOD) & STEVEN
ZENGXIANG YU (TOD)
PO BOX 3156
PFLUGERVILLE, TX 78691

MANZO, MARIA GIAMFORTONE
441 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

PAYTON, DERRICK
149 S BAGDAD RD APT 18204
LEANDER, TX 78641-4070

SINGH, AAMANDEEP &
KIRANDEEP SIDANA
449 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

COTA, SHERYL B
501 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

HEATH, MYA EVELYN &
VICKI MARIE
505 MISTFLOWER SPRINGS DR,
LEANDER, TX 78641

MARILYN ADEN TRUSTEE OF THE
MARILYN ADEN LIVING TRUST
176 LANDA ST APT 410
NEW BRAUNFELS, TX 78130

OAK CREEK COMMUNITY HOA INC
c/o GOODWIN & COMPANY
PO BOX 203310
AUSTIN, TX 78720-3310

MOHRMANN, NICOLE & KELLEN
WHEELER CRAMER
2801 LAKELINE BLVD #UNIT 8104
CEDAR PARK, TX 78613

RICHARD, HUBERT DALE
1312 MUSTANG BROOK LN,
LEANDER, TX 78641

KC, TARA & LILA
1317 MUSTANG BROOK LN,
LEANDER, TX 78641

LINDSAY, MONICA & RYAN
1313 MUSTANG BROOK LN,
LEANDER, TX 78641

MASTERSON, CHRIS & SHANNON
1340 ITZEL BND,
LEANDER, TX 78641

MURPHY, JOHNNY & HEIDI DENO
1332 ITZEL BND,
LEANDER, TX 78641

ROBERTS, JAN & STEVEN HILLS
1320 ITZEL BND,
LEANDER, TX 78641

ROZANSKI, LOGAN W
1629 W BROADE ST,
LEANDER, TX 78641

MORAN, ROBERT ENRIQUE
BRACHO & MARIA VIRGINIA
CEDENO PAZOS
320 AKUMAL ST,
LEANDER, TX 78641

CORDERO, ABRAHAM CORONA &
YESIREE A FUENMAYOR
FUENMAYOR
316 AKUMAL ST,
LEANDER, TX 78641

COWAN, MAURICE & TEGAN
312 AKUMAL ST,
LEANDER, TX 78641

THE ENCLAVE OF MAYA VISTA
RESIDENTIAL COMMUNITY INC
c/o FIRSTSERVICE RESIDENTIAL 5316 W
US HWY 290 SERVICE RD STE 100
AUSTIN, TX 78735

From: [Bill Turner](#)
To: [Cory Dale](#)
Cc: [Robert Bogart](#); [Carrie Martin](#); [Mara Daly](#); [All Planning Personnel](#)
Subject: Re: Rezoning Proposal 22-Z-020; Sodalís Leander
Date: Thursday, July 21, 2022 9:03:59 AM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

CAUTION! This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe.

Cory,
Thanks for your fast reply. What I saw second hand was a formal notice from the city. If it pertains to the assisted living center. We're good to go.

Thanks again and regards;

Bill Turner

On Thu, Jul 21, 2022 at 7:02 AM Cory Dale <CDale@leandertx.gov> wrote:

Good morning,

Was the notice from the developer or the City? City sends out notices to property owner's within 200 feet and the Developer sends out a separate notice to property owners and HOA within 500 feet. Staff can find and send the City notice if that is what you are looking for. Additionally, for the project information reference the below hyperlink to the Agenda & Minutes page on the City website. All rezone items including a staff planning analysis, maps, neighborhood outreach, letter of intent from developer and Minor Planned Unit Development (PUD) notes will be available for review by the public shortly:

<https://www.leandertx.gov/meetings>

Last I saw, the agenda was ready to post so items should be available at some point today or by Friday evening at the latest. The Minor PUD request, in a nut shell, is to remove a portion/tract of a previously approved PUD and establish a new Minor PUD to allow for an assisted living center. Similar to the Haven at San Gabriel rezone request last year (if you are familiar with the project). I would be happy to discuss any additional questions or needed clarifications via email or phone if needed.

Professionally,

Cory Dale

Planner



📍: 201 North Brushy Street, Leander, TX 78641

📞: (512) 528-2712

✉: cdale@leandertx.gov

🌐 Visit us online at <https://www.leandertx.gov>

*** ATTENTION ***

At this time, the launch of our new Development Hub permit, inspection, and compliance center has been delayed until further notice. As of Monday, June 13, applications for permits, plan reviews, and inspections may continue to be submitted through [MyGovernmentOnline](#). Paper submittals still apply to subdivision, site development, zoning, dry utilities, and easement applications. [read more](#)

From: Bill Turner [REDACTED] >

Sent: Wednesday, July 20, 2022 5:29 PM

To: Cory Dale <CDale@leandertx.gov>

Cc: Robert Bogart [REDACTED]; Carrie Martin [REDACTED]
Mara Daly [REDACTED]

Subject: Rezoning Proposal 22-Z-020; Sodalís Leander

CAUTION! This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe.

Hello Cory,

Several of our residents have received a written notice regarding this proposal. It includes a

number of unfamiliar acronyms and abbreviations.

Would you be kind enough to send us a copy of the notice along with any additional information the developer has submitted?

Regards;

Bill Turner

Oak Creek HOA





**MINUTES
PLANNING & ZONING COMMISSION
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas

August 11, 2022 at 7:00 PM



Place 1 – Donnie Mahan, *Vice Chair*
Place 2 – John Cosgrove, *Chair*
Place 3 – Ron May
Place 4 – Deirdre Moss

Place 5 – Gary Hampton, Jr.
Place 6 – Laura Lantrip
Place 7 – Rick Carpenter

The meeting will be live-streamed at the following link: <https://www.leandertx.gov/video>.

1. Call to Order at 7:00 p.m.
2. Roll Call all Commissioners were present except Chair Cosgrove.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the August 4, 2022 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
[Please turn in speaker request form before the meeting begins.]

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case 22-SFP-004 regarding Hero Way Substation Final Plat on one parcel of land approximately 5.01 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032155; generally located south side of Hero Way east of Lakeline Blvd., Leander, Williamson County, Texas.
7. Approval of Minutes.

Motion made by Commissioner May to approve the consent agenda items 6 and 7, seconded by Commissioner Lantrip.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Subdivision Case 22-SFP-005 and Variance Case 22-VA-004 to consider the approval of the King Subdivision Short Form Final Plat and associated variances to Article III, Section 45 (b)(10)) and Article IV, Section 61 of the Subdivision Ordinance and Article VI, Section 8 (b)(1) of the Composite Zoning Ordinance on two parcels of land approximately 5.862 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R599426 and R032242; and more commonly known as 1020 and 1030 CR 267, Leander, Williamson County, Texas.

- Discuss and consider action on Subdivision Case 22-SFP-005 and 22-VA-004 as described above.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Ron May to approve the Short Form Plat and Variance with staff conditions.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

9. Conduct a Public Hearing regarding Subdivision Case 21-CP-019 to adopt the Cypress Meadows Concept Plan on one parcel of land approximately 44.1 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R403528; generally located south of Hernandos Loop and west of US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case 21-CP-019 as described above.

Darry L Darnwell, Rosemarie Miller, Edna Staudt, Matt Rifley, Charles Wright, Lyle Johnson, Shawn Hrabal, Ed Kelly, Susan Manry, Nancy Guelker, Jennifer Hrabal, Cordelia Lovelady, Aleksy Keaton spoke against.

Peter Jelito, Joe Gillum, Annette Sponseller had concerns.

Matt Rifley spoke in favor but had concerns.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Ron May to approve the concept plan.

AYE: Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

NAY: Commissioner Deirdre Moss

5 - 1 Passed

10. Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-007 to amend the current zoning of Interim SFR-1-B (Single-Family Rural), Interim SFS-2-B (Single-Family Suburban), LO-1-A (Local Office), and LC-2-C (Local Commercial) to adopt the Enclave at Crystal Falls PUD (Planned Unit Development) with a base zoning district of TF-2-A (Two-Family) and GC-2-A (General Commercial) on four parcels of land approximately 19.534 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R559253, R031342, R031345, and R031341; and more commonly known as 10949, 10959, 10965, and 10981 E. Crystal Falls Pkwy, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-007 as described above.

Karen Burns was for but had concerns.

Lenae Rowland was for but had concerns. Their comments were read into the record.

Motion made by Commissioner Rick Carpenter, seconded by Commissioner Laura Lantrip to approve the zoning request with the condition that the first phase shall include 4,000 square feet of commercial instead of 2,000 square feet.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

11. Conduct a Public Hearing regarding Zoning Case 22-Z-016 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Sauterne Center PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) and TF-2-A (Two-Family) on three parcels of land approximately 5.954 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 353977 and Williamson County Central Appraisal District Parcel R514310 and R514309; and generally located to the southwest of the intersection of Sauterne Drive and N Lakeline Blvd on the west side of N Lakeline Blvd, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-016 as described above.

Motion made by Commissioner Gary Hampton, Jr., seconded by Commissioner Rick Carpenter to approve with the condition that the density is reduced to 10 units per acre.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr.

NAY: Commissioner Ron May, Vice Chair Donnie Mahan

4 - 2 Passed

REGULAR AGENDA

12. Discuss and consider action regarding Zoning Case 22-Z-020 to amend the Tylerville Tract PUD (Planned Unit Development) by adopting the Sodalís Minor PUD with the base zoning district of LC-2-A (Local Commercial) on one parcel of land approximately 4.995 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R539851; and generally located to the northwest of the intersection of W Broade St and W San Gabriel Pkwy, Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner Laura Lantrip to approve the zoning request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

13. Adjournment at 8:47 p.m.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Presentation and discussion on the Proposed FY 2023 Annual Budget and proposed tax rate.

BACKGROUND:

Staff will present the Proposed FY 2023 Annual Budget and tax rate for City Council deliberation. Staff will also present options for City Council to consider relating to funding more police officers and detectives in the proposed budget. As mentioned at the August 4th City Council meeting, the proposed budget by the City Manager assumed an operating tax rate of 26.2630 cents. However, the maximum allowable is 27.2325 cents. If adopted, the higher operating tax rate would generate an additional \$750,000.00 which could be used to fund any one of the options that will be presented. City Council may amend the proposed budget in any manner. The budget is scheduled to be adopted after a public hearing at the regular City Council meeting on September 1. The FY 2023 Annual Budget includes the CIP budget recommendations for FY 2023 as well.

Link below to Proposed FY 2023 Annual Budget:

https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/228/fy23_budget_proposed.pdf

RECOMMENDATION:

Discuss and to receive City Council direction prior to the September 1 budget public hearing and adoption.

PRESENTER:

Robert G. Powers, Executive Finance Director

Jodi Levie, Assistant Finance Director

Attachments

1. August 4th Presentation



Discussion & Consideration of Preliminary FY 2023 Budget & Truth-in-Taxation Proposed FY 2023 Tax Rates

August 4, 2022

Preliminary Budget FY 2023

(\$325.3M)

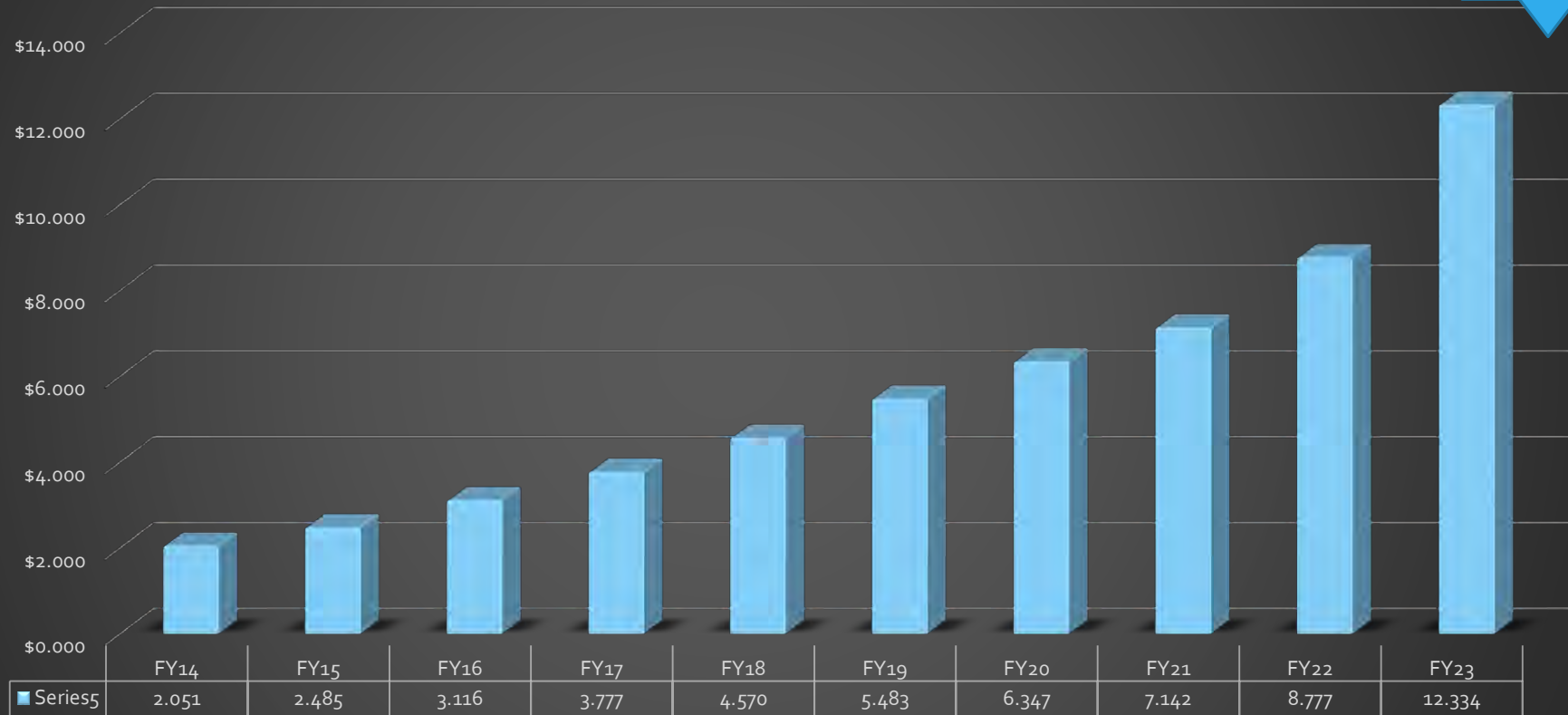
ALL FUNDS
(2019 - 2023)



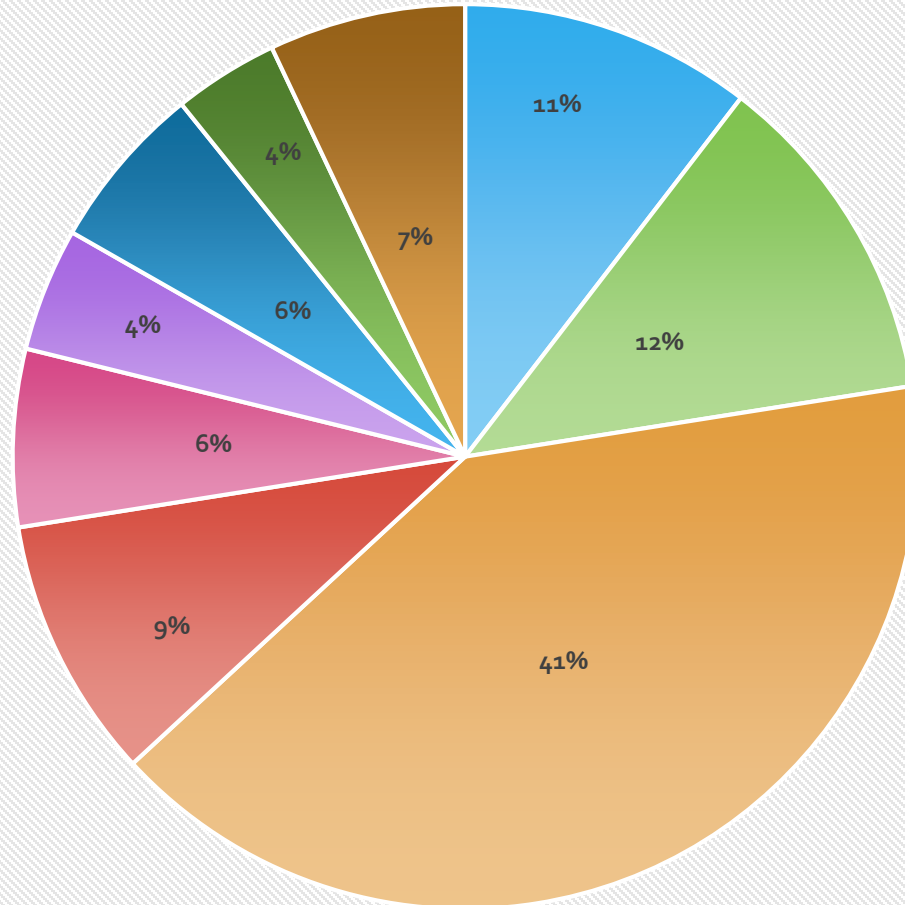
Tax Base (Net Taxable Before Freeze Adj)

\$12.3B

Billions



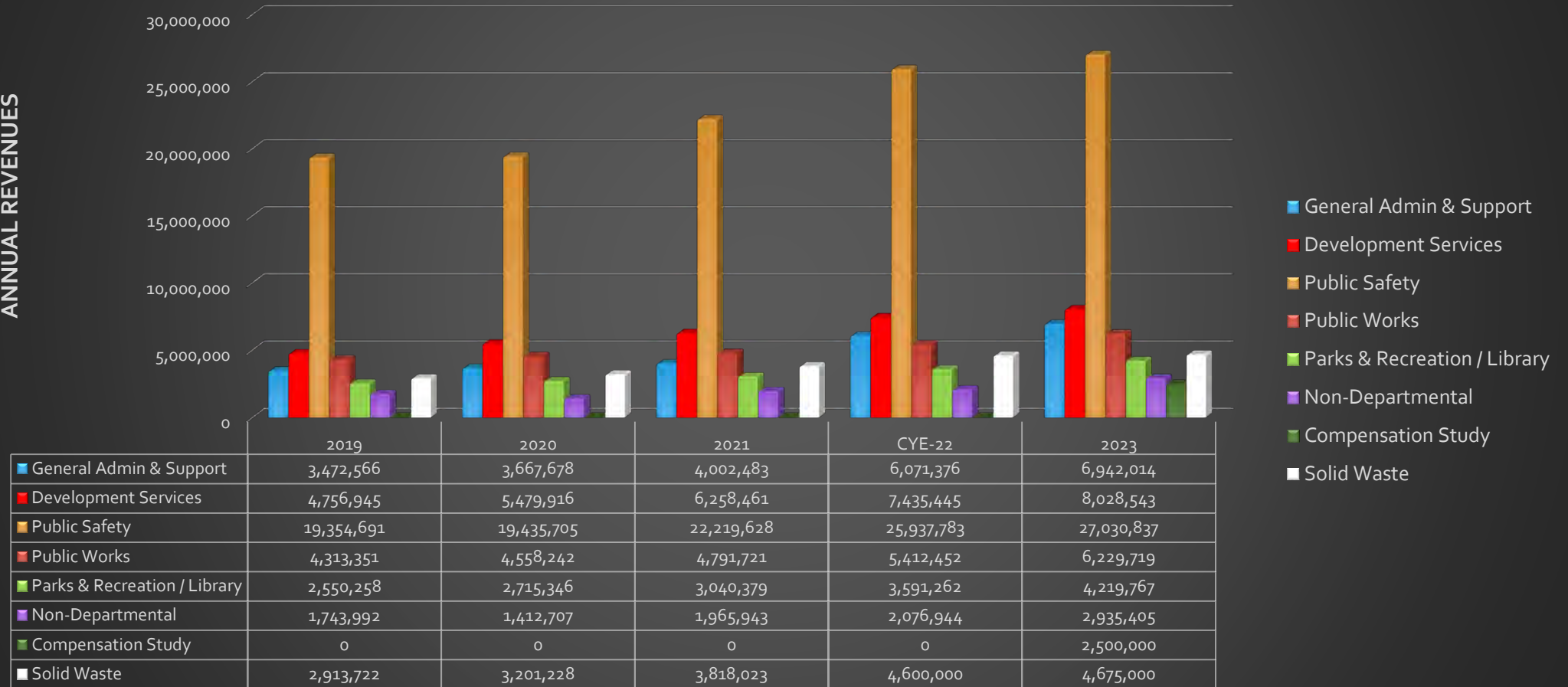
General Fund Expenditures by Function - FY 2023



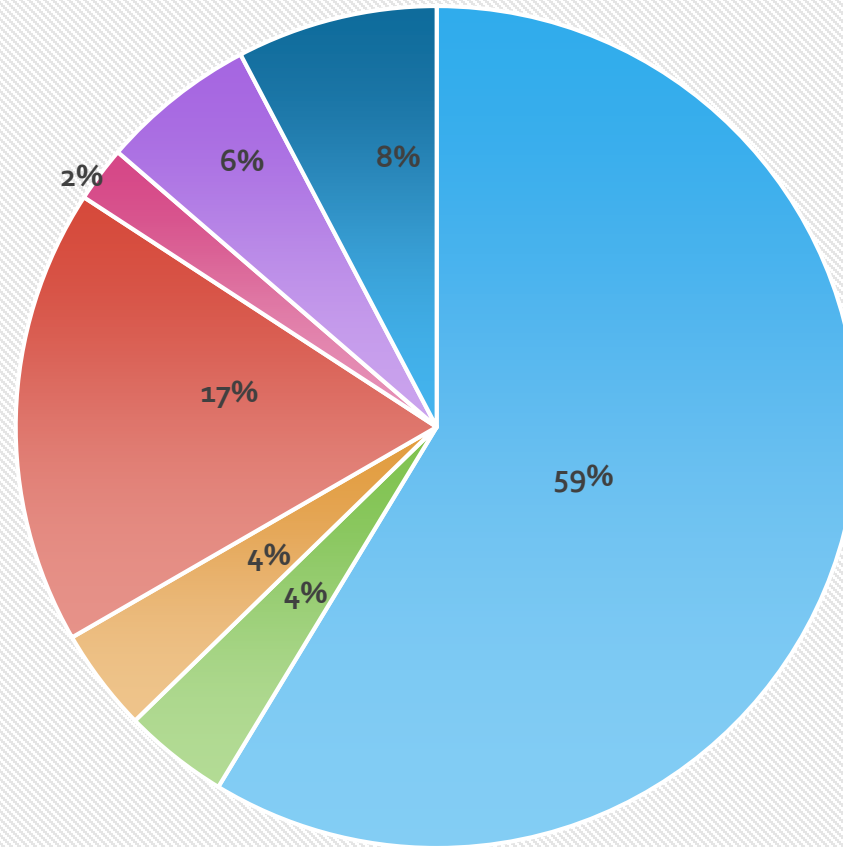
- General Admin & Support
- Development Services
- Public Safety
- Public Works
- Parks & Recreation / Library
- Non-Departmental
- Transfers to CIP
- Compensation Study
- Solid Waste

General Fund Expenditures by Function (excluding capital transfers)

ANNUAL REVENUES



General Fund Expenditures by Type - FY 2023



- Personnel
- Supplies & Minor Equipment
- Maintenance & Repair
- Contractual Services
- Capital Outlay & Projects
- Transfers to CIP
- Other

Recommended New FTE's

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Request</u>	<u>FTE-y</u>	<u>Fy23</u>
LIB	CHILDRENS LIBRARIAN	1	1	1	60,427
IT	DESKTOP SUPPORT TECHNICIAN II	1	1	1	103,607
CRT	DEPUTY COURT CLERK	1	1	1	56,580
GSVC	JANITORIAL & FACILITY MAINTENANCE WORKERS	1	2	2	134,546
PLN	ASSISTANT PLANNER	2	1	1	81,083
ENG	CONSTRUCTION INSPECTOR	5	1	1	118,827
ENG	CIP PROJECT MANAGER	2	1	1	112,481
ENG	GIS ANALYST	4	1	1	80,165
PRK	MAINTENANCE II	10	3	1	54,090
PRK	MAINTENANCE I	16	4	1	47,002
PRK	AQUATIC RECREATION COORDINATOR (CONVERT TO FULL-TIME)	4	0.5	0.5	46,386

Recommended New FTE's

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FTE-y</u>	<u>FY23</u>
STREETS	MAINTENANCE WORKERS I & II	2	2	2	86,412
PATROL	PATROL OFFICERS	1	8	3	520,380
CID	DETECTIVES	2	5	2	270,007
COMM	RECLASSIFY OFFICER III TO CASE MGMT COORDINATOR	4	0	0	N/A
CODE	CODE ENFORCEMENT MANAGER	1	1	1	185,051
FIRE	ADDITIONAL FIREFIGHTERS FOR STATION NO. 2	6	3	3	293,693
	GENERAL FUND TOTAL		35.5	22.5	\$2,250,738

Recommended New FTE's

<u>Dept</u>	<u>Description</u>	<u>DEPT Rank</u>	<u>FTE Requested</u>	<u>FTE-y</u>	<u>FY23</u>
GOLF	ADMIN ASSISTANT	0	1	1	63,320
GOLF	IRRIGATION TECH	1	1	1	49,732
GOLF	GREENSKEEPER II	3	1	1	49,098
	GOLF FUND TOTAL		3	3	\$162,150
UB	UTILITY BILLING ADMIN ASSISTANT	1	1	1	65,957
WATER	UTILITIES SUPERINTENDENT	1	1	1	147,085
W-WATER	WASTEWATER CHIEF PLANT OPERATOR	2	1	1	135,316
WATER	VALVE AND HYDRANT CREW (2)	3	2	2	215,074
W-WATER	PUMP AND MOTOR MECHANIC	5	1	1	204,500
BCRUA	BCRUA PLANT OPERATORS (2)	1	2	2	164,830
	UTILITY FUND TOTAL		8	8	\$932,762

Recommended (non-FTE's)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
CITY SEC	OFFSITE RECORD ARCHIVES	1	18,200
HR	HOLIDAYS (2) EMANCIPATION DAY & DAY AFTER CHRISTMAS	NA	60,075
HR	NEOGOV MODULES	2	13,839
HR	PLANSOURCE (SAVINGS)	1	-34,187
IT	UPS FOR CITY HALL IT EQUIPMENT	2	58,821
IT	OFFICE 365 SHAREPOINT (MAINTENANCE)	3	35,000
IT	MOBILE DEVICE MANAGEMENT SYSTEM	4	16,320
GSVC	ASSET AND INVENTORY MANAGEMENT SYSTEM	2	9,800
PLN	CAMINO SOFTWARE (ENERGOV ADD ON)	1	20,000
PLN	DEVELOPMENT SERVICES STAFF VEHICLE (EARLY REPLACEMENT)	3	16,128
STREETS	DITCH WITCH TRAILER	3	53,000
STREETS	PUBLIC WORKS ROOF REPAIRS AND CAMERA SYSTEM	7	25,000

Recommended (non-FTE's)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
STS	METAL COVER FOR SAND STOCK PILE	4	25,000
STS	RECLASSIFY SIGNAL CREW LEADER TO FOREMAN	1	6,736
ENG	ENG STUDIES-TRAFFIC COUNTS, SIGNAL WARRANTS	3	100,000
ENG	ENG SERVICES FOR DOWNTOWN DRAINAGE	7	100,000
ENG	PROCORE SOFTWARE FOR CIP PROGRAM MGMT	1	50,000
PRK	SOFTBALL FIELD UPGRADES	5	48,900
PRK	LAKEWOOD PARK MAINTENANCE SHOP	8	27,000
PRK	2 - BIG HORN UTILITY VEHICLES	7	15,000
PRK	LAKEWOOD PARK SPLASHPAD PUMP COVER	9	7,500
PATROL	RIFLE PLATES, CARRIERS AND HELMETS FOR OFFICERS	25	5,750
SPC OPS	BALLISTIC SHIELD WITH VIEWPORT AND LIGHTS X2	26	5,700

Recommended (non-FTE's)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
PATROL	BALLISTIC SHIELDS (8)	27	3,200
PATROL	RIFLE SUPPRESSORS (12)	31	6,600
SPC OPS	9mm AR PISTOLS	42	4,000
FIRE	28 DAY TO 14 DAY OVERTIME PAY CYCLE	2	105,147
FIRE	BILINGUAL PAY STIPEND	11	4,800
BLDG	RECLASS PERMIT TECHNICIANS TO SENIOR PERMIT TECHNICIANS	1	6,030
BLDG	RECLASS COMMERCIAL PLAN REVIEWER TO SENIOR PLAN REVIEWER	2	4,262
BLDG	CERTIFICATION INCENTIVE PROGRAM	3	46,482
	GENERAL FUND TOTAL		\$864,103

Recommended (non-FTE's)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
GOLF	DRIVING RANGE EQUIPMENT (SHED, DISPENSER, RETRIEVER)	2	31,480
GOLF	GMC PICKUP REPLACEMENT (MODEL 2007)	10	35,000
	GOLF FUND TOTAL		\$66,480
BILLING	INCODE MOBILE SERVICE ORDERS & TABLET EQUIPMENT	2	9,770
BILLING	FIELD SERVICES SUPERVISOR (ADJ FOR COMPRESSION)	3	7,674
W-WATER	FORK LIFT	6	38,000
W-WATER	KUBOTA RTV	7	16,499
WATER	WATER CONSERVATION PROGRAMS & SUPPORT	N/A	200,000
	UTILITY FUND TOTAL		\$271,943

Capital Outlay (1x expenditures)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
LIB	ANNEX MEETING ROOM FLOORING	3	13,000
ECO	OLD TOWN INCENTIVE FUND / ATMOS GAS	1	150,000
PLN	OFFICE CUBICLES	7	27,148
STS	SIGNAL TIMING CORRIDOR	5	110,000
STS	TRAFFIC CENTER MONITORING		80,000
ENG	CITYWIDE LETTER OF MAP REVISION (LOMR) UPPER BRUSHY CREEK	6	375,000
ENG	STAFF VEHICLE FOR ENGINEERING DEPT	NA	35,000
PRK	BLEDSON POOL PUMP SYSTEM REPLACEMENT	2	150,000
PRK	TRACTOR AND ATTACHMENTS	6	74,620
PRK	PLAYGROUND EQUIPMENT REPLACEMENT - MAJOR PARKS	11	187,000
PRK	EVENTS STAFF - CHEVY TRANSIT	12	40,700
PRK	PLAYGROUND EQUIPMENT REPLACEMENT - MINOR PARKS	14	85,000

Capital Outlay (1x expenditures)

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FY23</u>
PRK	UTILITY TERRAIN VEHICLE (UTV) AND ATTACHMENTS	18	127,810
PRK	CHIPPER	21	22,000
POL ADM	REPLACE TWO VEHICLES EARLY (L26 & L40)		41,733
SPC OPS	FACILITY CAMERAS (10) CONVERSION TO DIGITAL FROM ANALOG		52,000
COMM	GENERATOR POWER FOR PD	16	200,000
SPC OPS	NIGHT VISION/IR LIGHTING FOR NEW CTRS	18	33,750
PATROL	ADDITIONAL PATROL VEHICLES X2	19	154,089
CID	EVIDENCE BLDG (JOULE) DVR & SECURITY GATE	28	13,820
FIRE	UPGRADE REPLACEMENT VEHICLE TO ENGINE (ADD'L COST)	NA	220,000
FIRE	FIRE STATION 2 - BUILDING/PLUMBING REPAIRS		75,000
	GENERAL FUND TOTAL		\$2,267,670
W-WATER	UTILITY FUND / WW VAC-TRUCK	4	\$320,000

Truth in Taxation - Definitions

The **No-New-Revenue (NNR)** is the tax rate that would produce the same amount of taxes (i.e., no new taxes) if applied to the same properties that are taxed in both years.

The **Voter-Approval tax rate (VAR)** is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is the sum of

Total Rate =

1. Maintenance and Operations (M&O) Rate: The tax rate needed to raise the same amount of taxes for operations that the taxing unit levied in the prior year plus 3.5%.

+ Plus

2. Prior 3 years unused Increment: Difference between the adopted M&O rate in the prior three (3) years and the voter-approval M&O rate.

+ Plus

3. Debt Rate (I&S): The tax rate necessary to pay the taxing unit's existing debt payments in the coming year.

Truth-in-Taxation
Calculated Tax Rates
(per \$100 taxable value)

No-New Revenue (NNR)	NNR M&O Rate	Voter-Approval M&O Rate	Unused * Increment (prior 3 yrs)	Adj. Voter-Approval Rate (VAR)	Debt Rate	Adjusted VAR*
\$0.381432	\$0.244308	\$0.252858	\$0.019467	\$0.272325	\$0.182937	\$0.455262
<u>FY 2022</u>	<u>M&O</u>	<u>M&O</u>		<u>M&O</u>	<u>Debt</u>	<u>Total</u>
\$0.479699	\$0.302134	\$0.302134		\$0.302134	\$0.177565	\$0.479699
Over/(Under)	\$0.057826	\$0.049276		\$0.029809	(\$0.005372)	\$0.024437
<u>FY 2023</u>	<u>M&O</u>	<u>M&O</u>		<u>M&O</u>	<u>Debt</u>	<u>Total</u>
\$0.422630	\$0.262630	\$0.262630		\$0.262630	\$0.160000	\$0.422630
Over/(Under)	\$0.018322	\$0.009772		(\$0.009695)	(\$0.022937)	(\$0.032632)

* State law allows a taxing entity to *carry forward* from the prior 3 years any “unused increment” between the actual adopted tax rate and the allowed Voter-Approval Rate.

Options for Tonight

- The taxing entity cannot propose a rate greater than the Adjusted Voter-Approval Rate of \$0.45526.
- The maximum Voter-Approval M&O rate that can be proposed is \$0.272325
- The maximum debt rate that can be proposed is \$0.182937
- The proposed budget assumes a M&O rate of \$0.262630 and a debt rate of \$0.16000.
- The additional tax revenue from the Voter-Approval M&O rate equates to \$750,000.

Sample Impact (Residential Homestead)

FY 2022 Tax Rate		\$ 0.479699			
Prior Year Tax Value		\$ 400,000			
FY 2022 Current Tax Bill		\$ 1,919			
		<u>Preliminary</u>		<u>VAR-Adj</u>	<u>VAR-Adj</u>
		<u>FY23</u>			<u>M&O Only</u>
	M&O	0.262630		0.272325	0.272325
	Debt	<u>0.160000</u>		<u>0.182937</u>	<u>0.160000</u>
	Total	<u>0.422630</u>		<u>0.455262</u>	<u>0.432325</u>
Current Year Tax Value		\$ 440,000		\$ 440,000	\$ 440,000
FY 2023	Tax Bill est.	\$ 1,860		\$ 2,003	\$ 1,902
	Diff	\$ (59)		\$ 84	\$ (17)

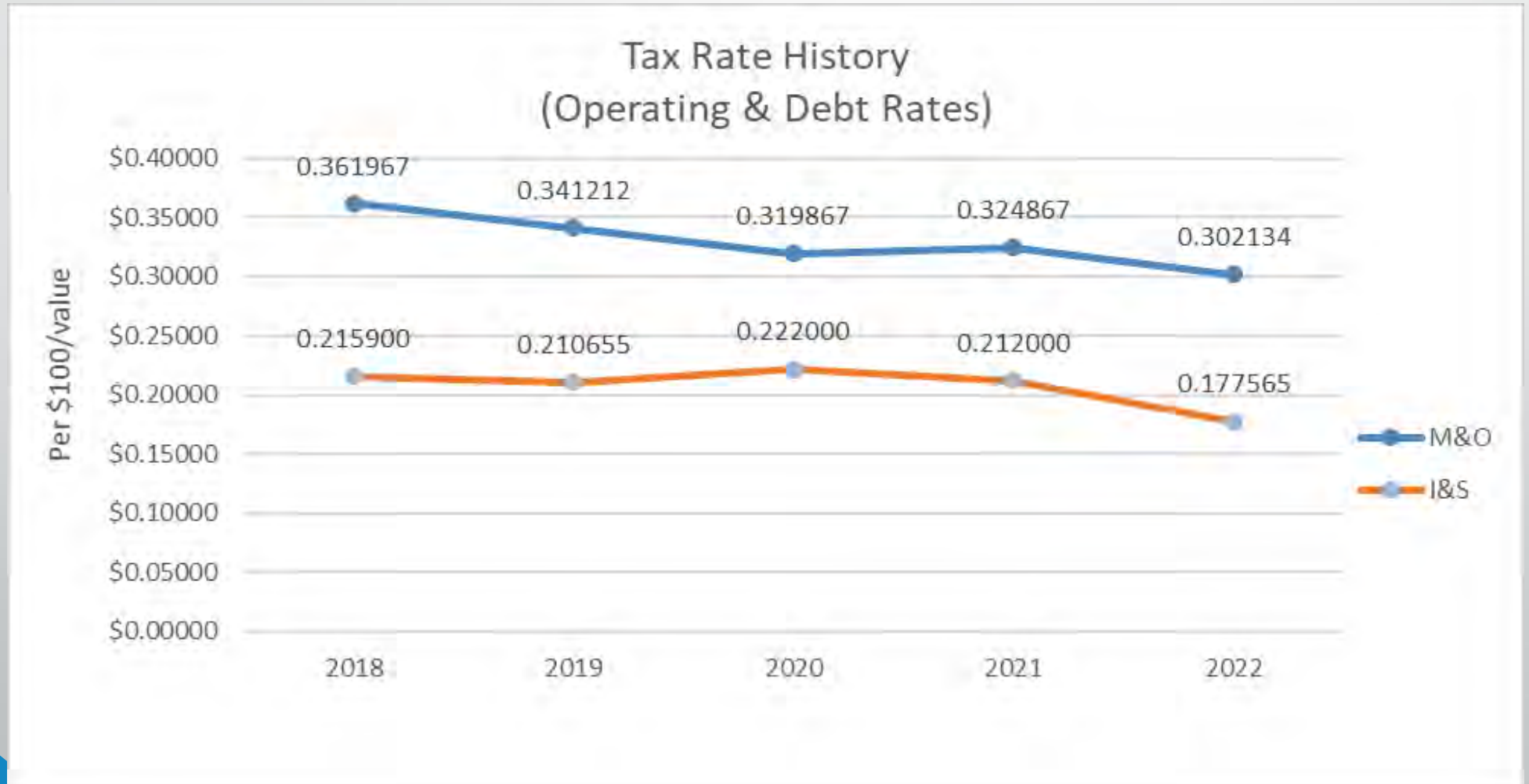
Options for Tonight

- If tonight's proposed rate exceeds the NNR rate or \$0.381432, then a future public hearing is required (Sep 1.)
- Tonight's vote on the tax rate only sets the ceiling which can be considered; it is not a vote to adopt the tax rate.
- Sep 1 – Tax Rate and Budget public hearings.
- Sep 15 – 2nd & final reading of tax rate.

➤ **Three motions needed:**

- (1) Move to Accept the FY 23 Tax Rate Calculations as required.
- (2) Move to propose a total tax rate of (____) consisting of (____) for Maintenance & Operations and (____) for Debt Service.
- (3) Move to Schedule a Public Hearing on the Proposed Tax Rate for Sep. 1 at 7pm at Pat Bryson Municipal Hall, Leander, Texas.

Tax Rate History (2018-2022)



Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
CITY MGR	DRIVE A SENIOR NORTHWEST			20,000
CITY MGR	HOPE ALLIANCE			25,000
FIN	DEBTBOOK - GASB 87 SOFTWARE FOR LEASES	1		10,000
PIO	NEW POSITION - PUBLIC SAFETY INFORMATION OFFICER	1	1	109,309
LIB	NEW POSITION - LIBRARY GENERALIST (4)	2	4	111,140
LIB	NEW POSITION - LIBRARY AIDE	4	1	11,766
ECO	PLACERA I	2		23,000
HR	SAFETY OFFICER/RISK MANAGER	3	1	112,441
IT	ACTIVE DIRECTORY SECURITY AUDIT BY THIRD PARTY CONSULTANT	5		49,582
IT	IT ASSESSMENT FOR 5 YEAR PLAN	6		59,093
IT	CITY IT ROOM ENVIR/SECURITY MONITORING SOLUTION	7		34,488
IT	KACE IMAGING TOOL	8		8,625
IT	VPN FIREWALL REPLACEMENT FOR REMOTE SITES	9		12,800
IT	SECURITY NETWORK MONITORING SERVICE AKA ALBERT	10		28,900
IT	TECHNOLOGY CAPITAL EXPENSE FUND	11		150,000
GSVC	NEW POSITIONS - JANITORIAL OPTION A	X		172,470
GSVC	POSITION TRANSFER/ FULL CONTRACT CLEANING - OPTION B	X		138,440

Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
PLN	DEVELOPMENT SERVICES VEHICLE - OPTION A (NEW)	3		35,000
PLN	FME / ENERGOV	4		25,000
PLN	NEW POSITION - LONG RANGE PLANNER (MID YEAR)	5	1	101,995
STS	RECLASSIFY ADMIN ASSISTANT/SENIOR ADMIN ASSISTANT	6		4,216
STS	STAND ON LOADER	8		40,000
STS	ADDITIONAL STREET STRIPING	9		25,000
STS	STREET SWEEPING	10		25,000
STS	PBW GENERATOR			100,000
ENG	WATERGEMS - WATER DISTRIBUTION SOFTWARE	8		46,596
ENG	ADDITIONAL CONTRACT SUPPORT FOR ENGINEERING STAFF	9		200,000
PRK	NEW POSITION -VOLUNTEER/BEAUTIFICATION COORDINATOR	3	1	73,917
PRK	NEW POSITION - ACCOUNTING CLERK	1	1	65,451
PRK	MAINTENANCE CREW LEAD	13	1	99,152
PRK	2 - LIGHT TOWERS	17		13,344
PRK	PORTABLE STAGE	20		113,434
PRK	MESSAGE BOARD	22		18,000
PRK	ATHLETIC COORDINATOR TRANSIT VAN	23		30,000
PRK	ADDITIONAL SAND VOLLEYBALL COURT - LAKEWOOD PARK	24		8,000
PRK	CLIMBING WALL FOR BLEDSOE POOL	25		9,300

Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
SPC OPS	NEW POSITION - TEAM OFFICER X ₄	3	4	690,504
ASO	NEW POSITION - ANIMAL CONTROL OFFICER	5	1	136,001
COMM	NEW POSITIONS - 2 TELECOMMUNICATIONS OFFICERS	6	2	123,166
SPC OPS	NEW POSITION - SIU DETECTIVE X ₂	7	2	281,264
SPPT SVC	NEW POSITION - PROFESSIONAL STANDARDS OFFICER	8	1	142,102
SPC OPS	SCENE LIGHTING FOR COLLISION INVESTIGATIONS	8		22,500
CID	NEW POSITION - CRIME SCENE AND EVIDENCE SPECIALIST	9	1	77,136
SPPT SVC	NEW POSITION - COMMUNITY SERVICES OFFICER	10	1	146,269
SPC OPS	NEW POSITION - SIU TASK FORCE OFFICER	11	1	142,426
PATROL	NEW POSITION - LOGISTICS AND FLEET SUPERVISOR	12	1	88,996
PATROL	ASSET TRACKING SOFTWARE	14		16,694
POL ADM	CARDIAC & WELLNESS SCREENING	15		25,000
CID	JOULE DVR	15		11,182
SPC OPS	BEARCAT	17		450,000
COMM	MCC7500 RADIO CONSOLE	20		150,000
SPC OPS	VERICOM SYSTEM AND ASSOCIATED TRAINING	21		7,200
PATROL	16 PISTOLS/MRDS SIGHTS/HOLSTERS - UNIFORM DIVISION	22		12,953
CID	GRAYKEY LICENSING-ELECTRONIC FORENSICS	23		30,000

Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
PATROL	DRONESENSE SOFTWARE	29		5,820
SPC OPS	DRONE VEHICLE UPFITTING	30		5,000
COMM	HANDHELD RADIO FOR FRONT DESK	32		5,300
POL ADM	ADMIN LAPTOPS	33		6,000
PATROL	LOGISTICS COORDINATOR LAPTOP	34		2,957
SPC OPS	STABILIZING BINOCULARS X6	35		5,400
POL ADM	ANNUAL AWARD BANQUET	36		3,000
SPC OPS	RADAR/MESSAGE BOARD TRAILER	37		19,500
PATROL	BREACHING TOOLS (10)	38		3,000
SPC OPS	FLOCK LPR CAMERAS	39		22,400
POL ADM	ELLIPTICAL MACHINE FOR GYM (REPLACEMENT)	40		5,000
PATROL	EVO II DUAL THERMAL DRONE PACKAGE	41		16,000
POL ADM	COMMAND LEVEL LEADERSHIP TRAINING	43		9,000
COMM	REPLACEMENT 24/7 TASK CHAIR	44		2,200
SPC OPS	RADAR TRAILER (SMALL)	45		7,500
POL ADM	SECURITY GATE - NORTH FENCE NEAR DUMPSTER	46		2,700
SPC OPS	APPLE IPAD PRO WIFI/CELLULAR TABLETS X4	47		8,000
CID	NEW OFFICER DETECTIVE OFFICE FURNITURE	48		3,813

Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
SPC OPS	NEW POLE CAMERA	49		10,000
PATROL	EMERGENCY FOOD	50		2,556
FIRE	NEW POSITIONS - TILLER STAFFING (5 FF'S)	1	5	463,550
FIRE	OUTREACH PROGRAM MANAGER	3	1	198,642
FIRE	FIRE STATION 6 DESIGN (M.9)	4		1,200,000
FIRE	OFFICE LEASE SPACE	5		700,000
FIRE	NEW POSITIONS - 3 FIREFIGHTERS FOR STATION 3	6	3	293,693
FIRE	NEW POSITION - LOGISTICS SPECIALIST	7	1	67,837
FIRE	NEW POSITION - ADMINISTRATIVE BATTALION CHIEF	8	1	231,428
FIRE	FIRE STATION 7 LAND (M.21)	9		2,000,000
FIRE	NEW POSITION - EMERGENCY VEHICLE TECHNICIAN	10	1	136,627
FIRE	ON-CALL PAY	12		7,000
FIRE	ISO CONSULTATION	13		35,000
FIRE MRSHL	NEW POSITION - ASSISTANT FIRE MARSHAL	14	1	228,493
FIRE	NEW POSITION - CAPTAIN - SPECIAL TEAMS	15	1	202,297
FIRE MRSHL	UPGRADE BODY CAMERAS TO AXON	16		9,500
BLDG	NEW POSITION - PERMIT TECHNICIAN	4	1	66,621
BLDG	NEW POSITION - BUILDING INSPECTOR (MID YEAR)	5	1	84,212
BLDG	NEW POSITION - INTERN (3 MONTHS OF THE YEAR)	6	0.5	4,318
	GENERAL FUND TOTAL		41.5	10,738,216

Supplements Not Included in the Preliminary

<u>Dept</u>	<u>Description</u>	<u>Dept Rank</u>	<u>FTE Requested</u>	<u>FY23-REQ</u>
GOLF	COMPACT EXCAVATOR	4		49,000
GOLF	NEW POSITION - GUEST SERVICES SUPERVISOR	5	1	51,122
GOLF	LELY BROADCAST PULL BEHIND SPREADER	6		8,600
GOLF	WINTER OVER SEED	7		21,000
GOLF	CLUBHOUSE IMPROVEMENTS	8		30,750
GOLF	DRIVING RANGE SHADE STRUCTURE	9		90,000
	GOLF FUND TOTAL		1.0	\$250,472



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Discuss and consider action on a Resolution authorizing the Brushy Creek Regional Utility Authority, Inc.(BCRUA) to execute a Financing Agreement with the Texas Water Development Board relating to the sale of \$40,000,000.00 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2022 (Brushy Creek Regional Water Treatment and Distribution Project).

BACKGROUND:

Last year, the Texas Water Development Board (TWDB) formally approved BCRUA's loan for construction of the Phase 2 Brushy Creek Regional Water Treatment and Distribution Project on July 22, 2021. This project will complete construction of the Phase 2 deep-water intake with a capacity of 145 MGD, the Phase 1D treatment capacity expansion to 42 MGD, electrical utility improvements for the Phase 2 raw water pump station, and bid and construction phase services.

On May 18, 2022, the BCRUA awarded the construction contract to Thalle/SAK Joint Venture in the amount of \$224,786,835.00. Leander's share is 42.85% or \$96,321,159.00. The City of Leander's plan of financing involves drawing down its approved financing of \$119,000,000.00 from the TWDB over three (3) phases. Last year, the City took down the initial installment of \$40,000,000.00. Now that the contractor is on board and beginning the project, the City is ready to secure the next tranche of \$40,000,000.00 with anticipated closing by the TWDB in November 2022. The decision when to take down the third and final installment to complete the project will be made at a later date as construction progresses. Remaining to be constructed at an estimated cost of \$19,500,000.00 is the installation of permanent power from PEC.

Loan documents are due to the TWDB by September 8 and the BCRUA Board is scheduled to consider and take action at its next meeting on August 24. The loan will span a twenty-five (25)- year term similar to last year's loan. The anticipated average annual interest rate is approximately 3.1%, which equates to annual debt service of \$2.300,000.00.

The following information was presented last year when City Council approved the first phase of TWDB funding.

The breakout of the estimated total project cost (design, easements/ROW, construction, PEC power) is as follows:

Cedar Park: \$ 75,310,000.00 (2021 low interest loan) 4,359,733.00 (Cash or prior bond proceeds)
Leander: \$119,090,000.00 (2021, 2022, and 2023 low interest loans)
Round Rock: \$77,404,252.00 (Cash or prior bond proceeds)
TOTAL \$276,163,985.00

The TWDB loans will involve only Cedar Park and Leander, since Round Rock intends to use other funds to cover its cost share. Cedar Park intends to obtain its loan using Series 2021 bonds. Leander intends to obtain loans over a three (3)- year period including \$40,000,000.00 in 2021, \$40,000,000.00 in 2022, and \$39,090,000.00 in 2023. The total amount of TWDB loans is \$194,400,000.00.

There will be separate bond issues for the Series 2021 bonds, covering each city's 2021 portion of the loan, \$75,310,000.00 for Cedar Park and \$40,000,000.00 for Leander. This action relates only to the City of Leander's 2021 portion of the loan.

PRESENTER:

Robert Powers, Executive Finance Director

Fiscal Impact

Amount requested: \$40,000,000
Approved in current budget (Yes / No): yes
Expenditure (New / Amended): New
Recurring or one-time: \$2.3M annually
Fund source (Operating / Utility / etc.): Utility Fund

Attachments

1. Resolution
2. Financing Agreement

RESOLUTION NO. 22-_____-00

**RESOLUTION AUTHORIZING THE BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC. TO EXECUTE A FINANCING AGREEMENT
WITH THE TEXAS WATER DEVELOPMENT BOARD**

**CITY OF LEANDER §
COUNTIES OF WILLIAMSON AND TRAVIS §
STATE OF TEXAS §**

WHEREAS, the City of Leander, Texas (the "City") is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"), and

WHEREAS, on August 24, 2022, the BCRUA will be approving a Financing Agreement (the "Financing Agreement") with the Texas Water Development Board ("TWDB") as specified in Resolution No. 21-082 adopted by the TWDB on July 22, 2021, and

WHEREAS, the City Council has determined that it is appropriate and in the best interest of the City to approve and authorize the BCRUA to execute the Financing Agreement.

NOW THEREFOR, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS:

SECTION 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. Capitalized terms used herein shall have the meaning assigned in the preamble hereof or the Master Contract, unless otherwise defined.

SECTION 2. RESOLUTION. The Council hereby approves and authorizes the BCRUA to execute the Financing Agreement, attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

[Remainder of this page intentionally left blank.]

PASSED AND APPROVED this 18th day of August, 2022.

Mayor
City of Leander, Texas

ATTEST:

City Secretary
City of Leander, Texas

[CITY SEAL]

[SIGNATURE PAGE]

EXHIBIT “A”

Financing Agreement



FINANCING AGREEMENT

This FINANCING AGREEMENT (Agreement) is entered into between the TEXAS WATER DEVELOPMENT BOARD (TWDB), an agency of the State of Texas, and the BRUSHY CREEK REGIONAL UTILITY AUTHORITY (Authority). The TWDB and the Authority may be referred to as the "Party" or "Parties" in this Agreement.

RECITALS

WHEREAS, the TWDB adopted Resolution No. 21-082 (Attachment A, referred to as the Resolution) on July 22, 2021, making a commitment to the Authority for financial assistance in the amount of \$194,400,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) administered by the TWDB; and

WHEREAS, through this Agreement, the Authority intends to sell to the TWDB the Authority's \$40,000,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2022 (Brushy Creek Regional Water Treatment and Distribution Project) (Authority's Bonds) for the TWDB's financial assistance from the SWIRFT, as further described in Attachment B; and

WHEREAS, the Authority shall execute a separate financing agreement for the remaining amount of the commitment made in the Resolution at a date or dates to be determined by the Executive Administrator of the TWDB; and

WHEREAS, the SWIRFT is funded in part with proceeds of the expected issuance of TWDB's revenue bonds (SWIRFT Bonds), issued under authority of Texas Water Code §§ 15.472 and 15.475, and Texas Constitution, Article III, Section 49-d-13; and

WHEREAS, the SWIRFT Bonds are additionally secured by money made available under the terms of a bond enhancement agreement executed under authority of Texas Water Code §§ 15.434 and 15.435, and Texas Constitution, Article III, Section 49-d-12; and

WHEREAS, the SWIRFT is funded, in part, with money received as repayment of financial assistance provided from the SWIRFT, under Texas Water Code § 15.472, which is used to pay the principal and interest on the SWIRFT Bonds, under Texas Water Code § 15.474, and Texas Constitution, Article III, Section 49-d-13(d) and (f); and

WHEREAS, the Resolution provides that funding the commitment is contingent on future sales of SWIRFT Bonds designated by the TWDB; and

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

WHEREAS, the TWDB intends to provide financial assistance from the SWIRFT to the Authority with proceeds of SWIRFT Bonds designated by the TWDB; and

WHEREAS, the TWDB and the Authority desire to enter into this Agreement to set forth the obligations of the Parties with respect to the TWDB providing financial assistance to the Authority consistent with the desire of the TWDB to issue SWIRFT Bonds to provide money for the SWIRFT.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the TWDB and the Authority agree as follows:

AGREEMENT

SECTION 1. MUTUAL COMMITMENTS. As further described in the Resolution, the TWDB committed to the Authority and the Authority hereby commits to borrow from the TWDB an amount not to exceed \$40,000,000 from the SWIRFT to be evidenced by the issuance and delivery of Authority Bonds to the TWDB consistent with the terms and conditions described in this Agreement, Attachment A, Attachment B, and Attachment C.

SECTION 2. TRANSACTION SCHEDULE AND PRICING. By execution of this Agreement, the Authority acknowledges and represents that it has a current need for financial assistance from the TWDB and shall take all necessary steps to issue and deliver the Authority Bonds to evidence the commitment described in Section 1. The Authority further acknowledges and understands that the TWDB is entering into this Agreement for the sole purpose of issuing SWIRFT Bonds to fund the TWDB commitment described in the Resolution and in this Agreement. The Authority acknowledges that the SWIRFT Bonds, the subject of this Agreement, are being issued for the purpose of funding the Authority's requested financial assistance.

With respect to the Authority Bonds and the SWIRFT Bonds, the Parties agree to structure such public securities in a manner that will allow for substantially similar terms, redemption provisions, and related matters to allow the TWDB to timely pay the debt service on the SWIRFT Bonds. The foregoing notwithstanding, the TWDB consents to early redemption, or prepayment of the Authority Bonds, as provided for in this Agreement and the Resolution. The Authority Bonds may be prepaid by the Authority on any date beginning on or after the first scheduled interest payment date that occurs no earlier than 10 years from the dated date of the Authority Bonds. To confirm the terms of the Authority Bonds and the SWIRFT Bonds, the Authority shall execute this Agreement.

In order to mutually assure the performance of the Parties under this Agreement, the Parties agree that the issuance and delivery of the SWIRFT Bonds and the issuance and delivery of the Authority Bonds to TWDB shall occur not more than fifty-six (56) days apart as reflected in Attachment C. Notwithstanding the foregoing, the Parties intend and expect that the TWDB issue and deliver its SWIRFT Bonds approximately fifteen (15) days after

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

execution of the TWDB's Bond Purchase Agreement or such date as may be mutually agreed to in Attachment C.

SECTION 3. BINDING COMMITMENT. The TWDB agrees to take all necessary steps to issue the SWIRFT Bonds for the purposes described in this Agreement and in the Resolution upon receipt of this Agreement, which shall be signed and delivered by the Authority to the Executive Administrator of the TWDB at least fourteen (14) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C. The Authority acknowledges that the schedule provided in Attachment C is a best estimate by the TWDB and is subject to change by the TWDB. The TWDB expressly reserves the right to modify Attachment C at any time and shall provide the Authority with an updated Attachment C as soon as practicable upon any modification; provided that, if such modification of Attachment C occurs before the initiation of pricing of the SWIRFT Bonds and such modification results in an earlier scheduled pricing date, no such modification of Attachment C may result in the Authority having fewer than five (5) days between the receipt of the modified schedule and the TWDB posting the Preliminary Official Statement for the SWIRFT Bonds.

SECTION 4. TERMINATION & BREACH OF AGREEMENT.

- A. The Parties agree that the Authority may terminate this Agreement with no penalty in writing at any time prior to seven (7) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C.
- B. The Authority understands and agrees that the Authority may terminate this Agreement in writing between six (6) days and five (5) days prior to the initiation of the pricing of the SWIRFT Bonds (currently estimated to occur on September 27, 2022) as set forth in Attachment C, provided the Authority agrees to reimburse the TWDB from lawfully available funds of the Authority for its proportional share of transaction costs incurred by the TWDB, such as, but not limited to, any fees or costs related to any rating agency, financial advisor, legal counsel, or other similar party or related costs pertaining to the SWIRFT Bonds in an amount not to exceed \$39,044 (Transaction Cost Payment). The Authority shall be obligated to pay such costs to the TWDB no later than March 7, 2023.
- C. The Authority understands and agrees that the Authority may terminate this Agreement in writing within four (4) days prior to the initiation of the pricing of the SWIRFT Bonds as set forth in Attachment C and no later than 9:00 am Central Standard Time on the day before the TWDB Bond Pricing, provided the Authority agrees to pay to the TWDB from lawfully available funds 1.0 percent of the amount of the commitment authorized in Section 1 of this Agreement (Pre-pricing Termination Payment), and additionally shall reimburse the TWDB from lawfully available funds of the Authority its Transaction Cost Payment. The Authority shall be obligated to pay such costs to the TWDB no later than March 7, 2023. The Authority understands and agrees that termination under this section will result in a total penalty amount of \$439,044.

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- D. The Authority understands and agrees that TWDB would suffer and incur severe and irreparable damages if the Authority Bonds are not issued and delivered. Failure to issue the Authority Bonds by the date specified in Attachment C, as contemplated in this Agreement, shall be a breach of this Agreement and the Authority shall pay, from lawfully available funds of the Authority, a "Post-pricing Termination Payment" to the TWDB. The Post-pricing Termination Payment shall be an amount equal to 5.0 percent of the amount of the commitment authorized in Section 1 of this Agreement. The Authority shall pay the Post-pricing Termination Payment to the TWDB no later than March 7, 2023. The Authority shall also reimburse the TWDB from lawfully available funds of the Authority, its Transaction Cost Payment, plus the Authority's proportional share of the underwriters' discount incurred by the TWDB, no later than March 7, 2023. The Authority understands and agrees that failure by the Authority to issue the Authority Bonds by the date specified in Attachment C, will result in a total penalty amount pursuant to this section not to exceed \$2,229,044.

SECTION 5. AMORTIZATION STRUCTURE. The Authority shall provide the TWDB a maturity schedule in the form set forth in Attachment B at the time of execution of this Agreement. A final amortization structure will be required at least seven (7) days before the initiation of pricing of the SWIRFT Bonds in accordance with the provisions of this Agreement. The par amount included in Attachment B may be revised, subject to approval by the Executive Administrator of the TWDB, at any time prior to the seventh (7th) day before the initiation of pricing of the SWIRFT Bonds with no penalty. The final amortization schedule adopted by the Authority as included in the Authority's Private Placement Memorandum and Bond Resolution must reflect the final amortization structure set forth in Attachment B.

SECTION 6. CONTINGENCIES.

- A. The Parties agree that the TWDB's obligation to purchase the Authority's Bonds with the SWIRFT is contingent upon the TWDB receiving all legally required approvals for the issuance of the SWIRFT Bonds from the Legislative Budget Board, the Bond Review Board, and the Texas Attorney General. The TWDB's obligation to purchase the Authority's Bonds with the SWIRFT is also contingent upon the purchase and delivery of the SWIRFT Bond proceeds by the underwriters pursuant to the Bond Purchase Agreement relating to the SWIRFT Bonds.

Accordingly, if any contingency described in the preceding paragraph above is unmet, the TWDB, upon delivery of written notice thereof to the Authority, may extend or terminate this Agreement together with all of its obligations and duties without incurring any cost, fee, or penalty for either the TWDB or the Authority.

- B. The Parties agree that the Authority's obligation to issue and deliver the Authority Bonds is contingent upon approval by the Texas Attorney General of the Authority Bonds. The Authority agrees to use its best efforts to obtain approval by the Texas Attorney General of the Authority Bonds to satisfy the closing requirements set forth in

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Section 2 of this Agreement. To this end, the Authority agrees as follows:

- (1) Authority shall timely file the transcript of proceedings for the Authority Bonds with the Texas Attorney General in accordance with the schedule contained in Attachment C;
- (2) Authority shall comply with the requirements and conditions contained in the Resolution;
- (3) Authority shall provide the TWDB with a copy of the preliminary approval letter from the Texas Attorney General promptly upon receipt;
- (4) Authority shall provide the TWDB with a copy of its responses to the preliminary approval letter concurrently with the submission of such responses to the Texas Attorney General; and
- (5) Authority shall allow TWDB to brief the Texas Attorney General on any issues noted in the preliminary approval letter and initiate or participate in conferences with the Texas Attorney General related to the approval of the Authority Bonds.

Accordingly, if, after the Authority employs its best efforts to obtain approval by the Texas Attorney General and such approval cannot be obtained by the date specified in Attachment C, the TWDB, as a matter of law, at its sole discretion, may terminate this Agreement and upon termination the Authority shall pay, from any of its lawfully available funds, the Post-pricing Termination Payment no later than March 7, 2023, as provided in Section 4D. The Authority shall also reimburse the TWDB from lawfully available funds of the Authority its Transaction Cost Payment plus the Authority's proportional share of the underwriters' discount no later than March 7, 2023. The Authority understands and agrees that if the Authority does not obtain approval from the Texas Attorney General and issue its Authority Bonds by the date specified in Attachment C, it will be subject to a total penalty amount pursuant to this section not to exceed \$2,229,044.

SECTION 7. REDEMPTION OF OUTSTANDING DEBT. Proceeds of the Authority Bonds shall not be used, in whole or in part, to redeem outstanding bonds, commercial paper, or other obligations issued by the Authority. The Authority agrees that it will not take or fail to take any action that will cause the SWIRFT Bonds to be considered to be advance refunding bonds under Section 149(d) of the Internal Revenue Code of 1986, as amended.

SECTION 8. NOTICES. All notices, agreements or other communications required hereunder shall be given, and shall be deemed given, when delivered in writing to the address, facsimile or email of the identified Party or Parties set forth below:

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Texas Water Development Board Development Fund Manager P.O. Box 13231 Austin, Texas 78711-3231 Telephone: (512) 475-4584 Facsimile: (512) 475-2053	Brushy Creek Regional Utility Authority Attn: Karen Bondy, General Manager 221 East Main St. Round Rock, Texas 78664 Telephone: (512) 218-5400 Facsimile: (512) 218-7097 E-mail: kbondy@bcrua.org
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SECTION 9. SEVERABILITY. In the event any provision of this Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any of its other provisions.

SECTION 10. AMENDMENTS, SUPPLEMENTS, AND MODIFICATIONS. Other than the changes allowed under Section 3 and Section 5, this Agreement may be amended, supplemented, or modified only in a writing executed by duly authorized representatives of the Parties.

SECTION 11. APPLICABLE LAW. This Agreement and any amendments shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION 12. STATE AUDIT. By executing this Agreement and delivering the Authority Bonds, the Authority accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this Agreement. The Authority shall comply with any directive from the Texas State Auditor and shall cooperate in any such investigation or audit. The Authority agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit.

SECTION 13. FORCE MAJEURE. Either Party to this Agreement may be excused from performance under this Agreement for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, or epidemic, provided that the Party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure shall provide notice of the event to the other Party as soon as practicable but not later than five business days after the event. Subject to this provision, such nonperformance shall not be deemed a breach or a ground for termination.

SECTION 14. EFFECTIVE DATE. This Agreement shall be effective as of the date of the last signature below.

SECTION 15. BINDING AGREEMENT. The execution of this Agreement has been authorized by the governing boards of both Parties. The individuals executing this Agreement have the legal authority to bind each respective Party to the terms and conditions of this Agreement. The respective commitments of the TWDB and the Authority set forth above shall be

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binding upon the TWDB and the Authority upon both Parties' execution of this Agreement.

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EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____

Name: Karen Bondy

Title: General Manager

Date: _____

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TEXAS WATER DEVELOPMENT BOARD

By: _____

Name: Jeff Walker

Title: Executive Administrator

Date: _____

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ATTACHMENT A

TWDB RESOLUTION NO. 21-082

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**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$194,400,000 TO THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
FROM THE STATE WATER IMPLEMENTATION REVENUE FUND FOR TEXAS
THROUGH THE PROPOSED PURCHASE OF
\$75,310,000 BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.,
CITY OF CEDAR PARK, TEXAS CONTRACT REVENUE BONDS, PROPOSED SERIES 2021
(BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT) AND
IN THE FORM OF A MULTI-YEAR COMMITMENT
\$119,090,000 BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.,
CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS, PROPOSED SERIES 2021-2023
(BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT)**

(21-082)

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (Authority) has filed an application for financial assistance in the amount of \$194,400,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) to finance the construction of certain water supply project(s) identified as Project No. 51049 (Project); and

WHEREAS, the Authority seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of \$75,310,000 Brushy Creek Regional Utility Authority, Inc., City of Cedar Park, Texas Contract Revenue Bonds, Proposed Series 2021 (Brushy Creek Regional Water Treatment and Distribution Project), and in the form of a multi-year commitment the proposed purchase of \$119,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2021-2023 (Brushy Creek Regional Water Treatment and Distribution Project), (together with all authorizing documents (Obligations)), all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the Authority has offered a pledge of contract revenues as sufficient security for the repayment of the Obligations; and

WHEREAS, subject to the Authority's use of an approved debt service structure, interest rate subsidies are available to the Authority for State Fiscal Year 2021 at up to the following levels: 25% for financial assistance for a term of 20 years, 18% for financial assistance for a term of 21 to 25 years, and 14% for financial assistance for a term of 26 to 30 years. The interest rate subsidy applicable to each subsequent proposed series may be different than the interest rate subsidy available for State Fiscal Year 2021 and will be set through each financing agreement executed between the TWDB and the Authority; and

WHEREAS, the interest rate subsidies provided above are based on assumptions necessary to generate an optimum debt service structure for the anticipated TWDB SWIRFT bond issuance, and are subject to modification as necessary to preserve and maintain the integrity of the SWIRFT Program; and

WHEREAS, the TWDB hereby finds:

1. that the application and assistance applied for meet the requirements of Texas Water Code, Chapter 15, Subchapters G and H and 31 TAC Chapter 363, Subchapters A and M;
2. that the Project is a recommended water management strategy project in the State Water Plan adopted pursuant to Texas Water Code § 16.051, in accordance with Texas Water Code § 15.474(a);
3. that the Authority satisfactorily completed all requests by the Executive Administrator or a regional planning group for information relevant to the Project, including a water infrastructure financing survey under Texas Water Code § 16.053(q), in accordance with 31 TAC § 363.1309(b)(2); and
4. that the Authority has acknowledged its legal obligation to comply with any applicable requirements of federal law relating to contracting with disadvantaged business enterprises and any applicable state law relating to contracting with historically underutilized businesses, in accordance with Texas Water Code § 15.435(h) and 31 TAC § 363.1309(b)(3).

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the Brushy Creek Regional Utility Authority, Inc. for financial assistance in the amount of \$194,400,000 from the State Water Implementation Revenue Fund for Texas, to be evidenced by the TWDB's proposed purchase of:

- a) \$75,310,000 Brushy Creek Regional Utility Authority, Inc., City of Cedar Park, Texas Contract Revenue Bonds, Proposed Series 2021 (Brushy Creek Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2021;
- b) \$40,000,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2021 (Brushy Creek Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2021;
- c) \$40,000,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2022 (Brushy Creek Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2022; and
- d) \$39,090,000 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2023 (Brushy Creek

Regional Water Treatment and Distribution Project). This commitment will expire on December 31, 2023.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the Authority has complied with all of the requirements of the laws under which said Obligations were issued; that said Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that said Obligations are valid and binding obligations of the Authority;
3. this commitment is contingent upon the Authority's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement;
4. this commitment is contingent upon the Authority executing a separate financing agreement, approved as to form and substance by the Executive Administrator, and submitting that executed agreement to the TWDB consistent with the terms and conditions described in the financing agreement;
5. interest rate subsidies for non-level debt service structure are subject to adjustment by the Executive Administrator;
6. the Authority shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2), and shall require the paying agent/registrar to provide a copy of all receipts documenting debt service payments to the TWDB and to the TWDB's designated Trustee;

The Following Conditions Must Be Included in the Obligations:

7. the Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date that is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;
8. the Obligations must provide that the Authority will comply with all applicable TWDB laws and rules related to the use of the financial assistance;
9. the Obligations must provide that the Authority must comply with all conditions as specified in the final environmental finding of the Executive Administrator when

issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;

10. the Obligations must contain a provision requiring the Authority to maintain insurance coverage sufficient to protect the TWDB's interest in the project;
11. the Obligations must include a provision wherein the Authority, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Authority's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Authority's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the Authority is an obligated person with respect to such bonds under SEC Rule 15c2-12;
12. the Obligations must include a provision requiring the Authority to use any proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator;
13. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
14. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;
15. financial assistance proceeds shall not be used by the Authority when sampling, testing, removing, or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the Authority agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Authority, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project to the extent permitted by law;

16. the Obligations must include a provision stating that the Authority shall report to the TWDB the amounts of Project funds, if any, that were used to compensate historically underutilized businesses that worked on the Project, in accordance with 31 TAC § 363.1312;
17. the Obligations must contain a provision that the TWDB will purchase the Obligations, acting through the TWDB's designated Trustee, and the Obligations shall be registered in the name of Cede & Co. and closed in book-entry form in accordance with 31 TAC § 363.42(c)(1);
18. the Obligations must contain a provision stating that the Authority shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code § 17.183;
19. the Obligations must include a provision prohibiting the Authority from using the proceeds of this financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of § 141 of the Internal Revenue Code as amended (Code) and the Treasury Regulations promulgated thereunder (Regulations);
20. the Obligations must provide that no portion of the proceeds of the financial assistance will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of § 148(a) of the Code and Regulations, including to acquire or to replace funds that were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) that produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the financial assistance (Source Series Bonds), other than Nonpurpose Investments acquired with:
 - a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;
 - b. amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the Regulations; and
 - c. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;
21. the Obligations must include a provision requiring the Authority take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal

government in order to satisfy the requirements of § 148 of the Code. The Obligations must provide that the Authority will:

- a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The Authority may, however, to the extent permitted by law, commingle Gross Proceeds of its financial assistance with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;
 - b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its financial assistance, not less frequently than each Computation Date, in accordance with rules set forth in § 148(f) of the Code, § 1.148-3 of the Regulations, and the rulings thereunder. The Authority shall maintain a copy of such calculations for at least six years after the final Computation Date;
 - c. as additional consideration for providing financial assistance, and in order to induce providing financial assistance by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date;
 - d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations;
22. the Obligations must include a provision prohibiting the Authority from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;
 23. the Obligations must provide that the Authority will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;
 24. the Obligations must contain a covenant that the Authority will refrain from using the proceeds of the Obligations to pay debt service on another issue of obligations of the borrower in contravention of section 149(d) of the Code (related to "advance refundings");

25. the Obligations must provide that neither the Authority nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the Authority by the TWDB;
26. the Obligations must contain a provision requiring that, upon request by the Executive Administrator, the Authority shall submit annual audits of contracting parties for the Executive Administrator's review;
27. the Obligations must contain a provision requiring the Authority to maintain and enforce the contracts with its customers so that the revenues paid to the Authority by its customers are sufficient to meet the revenue requirements of the Authority's obligations arising from the operation of the water system;
28. the Obligations must contain a provision that the pledged contract revenues from the Authority may not be pledged to the payment of any additional parity obligations of the Authority secured by a pledge of the same contract revenues unless the Authority demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations;

Conditions to Close or for Release of Funds:

29. prior to closing, if not previously provided with the application, the Authority shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
30. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the Authority shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;
31. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
32. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
33. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Authority's reasonable expectations regarding the use, expenditure, and investment of the proceeds of the Obligations;

34. the transcript must include evidence that the information reporting requirements of § 149(e) of the Internal Revenue Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of § 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply; and
35. prior to closing, the Authority must submit executed contracts between the Authority and the contracting parties regarding the contract revenues pledged to the payment of the Authority's Obligations, in form and substance acceptable to the Executive Administrator. Such contracts shall include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet the Authority's debt service obligations and additional parity obligations.

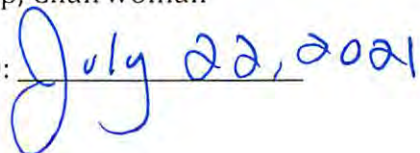
APPROVED and ordered of record this, the 22nd day of July 2021.

TEXAS WATER DEVELOPMENT BOARD

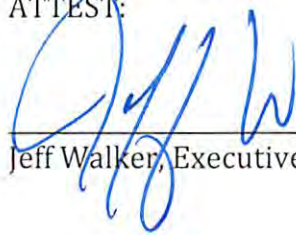


Brooke T. Paup, Chairwoman

DATE SIGNED:



ATTEST:



Jeff Walker, Executive Administrator

ATTACHMENT B

DESCRIPTION OF BORROWER BONDS

Title of Borrower Bonds:

Project Name:

Project Number:

Aggregate Principal Amount of Borrower Bonds:

Anticipated Closing Date:

Dated Date:

First Principal Payment Date:

First Interest Payment Date:

Maturity Schedule:

Maturity

Principal Amount

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ATTACHMENT C

FINANCING SCHEDULE*

DATE	ACTION
07/27/2022	TWDB approval of commitments
09/5/2022	<i>Labor Day Holiday**</i>
09/13/2022	<i>Financing agreement – last day to execute (14 days prior to initiation of pricing)</i>
09/20/2022	Financing agreement (Sec. 4A) -last day political subdivisions can terminate without penalty (7 days prior to initiation of pricing)
09/20/2022	Financing agreement (Sec. 5) -last day political subdivisions can modify maturity schedule (7 days prior to initiation of pricing)
09/22/2022	Financing agreement (Sec. 4B) -last day political subdivisions can terminate with costs of issuance (5 days prior to initiation of pricing)
09/27/2022	Financing agreement (Sec. 4C) -before 9:00 a.m. political subdivisions can terminate with costs of issuance and 1% penalty (1 day prior to pricing).
09/27/2022	TWDB bond pricing initiation (pre-pricing begins)
09/28/2022	TWDB bond pricing
10/6/2022	TWDB approves interest rates available to political subdivisions
Various	Political subdivisions adopt bond resolutions and/or master agreements
Various	Political subdivisions submit transcripts to Texas Attorney General in preparation of closing
10/10/2022	<i>Columbus Day Holiday (TWDB open)**</i>
10/13/2022	TWDB bond closing (<i>political subdivisions must close within 56 days</i>)
10/14 to 12/8/2022	Closings on political subdivision obligations
11/11/2022	<i>Veteran's Day Holiday**</i>
11/24/2022	<i>Thanksgiving Holiday**</i>
11/25/2022	<i>Thanksgiving Holiday**</i>
12/8/2022	Last day to close on political subdivision obligations
12/9/2022	Financing agreement (Sec. 4D) -penalty applied to any political subdivision failing to issue debt Start of post-pricing termination payment period (includes costs of issuance, underwriters' discount and 5% penalty)
03/7/2023	Last due date for payment of penalties

**Preliminary, subject to change*

***State agency holidays are reflected to show when TWDB is closed; they are counted towards deadlines.*

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EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Discuss and consider action on an Ordinance regarding conditions under which building permits may be issued before the completion and acceptance of subdivision infrastructure for a temporary period of time to address the effects of the supply chain issues associated with power supply, and to provide for related matters, Leander, Williamson & Travis Counties, Texas.

BACKGROUND:

Pedernales Electric (PEC) is still experiencing material and equipment shortages cause by global supply chain disruptions. This issue has resulted in delays to energizing subdivisions, closing out construction plans, and issuance of building permits. City Staff has maintained contact with PEC through calls and emails to keep up to date on the status of the different subdivisions. This temporary ordinance provides a compromise to help the builders continue to move forward with their projects. In addition, the City is experiencing severe drought conditions. This ordinance will also allow for the delay in landscaping requirements associated with subdivision acceptance. The zoning ordinance currently includes regulations that allow for staff to accept an escrow deposit in lieu of the landscaping. This regulation only applies to commercial projects. This ordinance will allow for the regulation to also apply to residential subdivisions.

The term of the ordinance is six (6) months with the option to extend or remove at any time based on the supply chain and drought conditions.

APPLICANT/AGENT:

City of Leander

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Attachments

1. Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH BUILDING PERMITS MAY BE ISSUED BEFORE THE COMPLETION AND ACCEPTANCE OF SUBDIVISION IMPROVEMENTS FOR A TEMPORARY PERIOD OF TIME TO ADDRESS THE EFFECTS OF SUPPLY CHAIN ISSUES AND DROUGHT CONDITIONS; PROVIDING FOR THE PERIOD OF TIME THAT THIS ORDINANCE WILL BE IN EFFECT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Leander, Texas (the “City”) ordinances, regulations, practices, and policies require that subdivision improvements be completed and accepted by the City before building permits may be issued; and

Whereas, Section 73 of the Subdivision Ordinance provides that no building permit shall be issued for any new structure on any tract of land that is not in compliance with the provisions of the City’s subdivision ordinance and all applicable provisions of the City’s Code of Ordinances, except as may be exempted by the City Council; and

Whereas, due to material shortages and supply issues, delivery of the transformers and other improvements and the installation of electric infrastructure within subdivisions by the Pedernales Electric Cooperative (“PEC”) has been delayed;

Whereas, due to drought conditions and water concerns, it would be in the best interest of the City and developer to delay the installation of landscaping, and

Whereas, the City Council desires to grant a temporary exemption from the requirement that subdivision improvements must be completed and accepted by the City before building permits may be issued under the terms and conditions set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Issuance of Building Permits. A person who wishes to submit a building permit application and receive a building permit for a lot before the City has accepted the subdivision improvements shown on the City-approved construction plans for the subdivision in which the lot is located must comply with the terms and conditions of this Section. The term “improvements” shall have the meaning set forth in Section 1, Article 10.02, Exhibit A of the City of Leander Code of Ordinances (the “Subdivision Ordinance”).

- (a) Building permit applications may be submitted to the City for review if the following conditions are met. A building permit application may be rejected if the following conditions are not met.
- 1) All improvements, except for street lights to be owned by the City (the “Street Light Improvements”), in the subdivision in which the lot is located, have been installed and completed, and the City’s inspector has confirmed that the improvements have been completed in accordance with the City-approved construction plans and applicable regulations, and installation of the Street Light Improvements has not been completed due to lack of materials to complete the electrical wiring and related electrical infrastructure to make the street lights operational. The City inspector’s confirmation of completion issued under this subsection shall not constitute City acceptance of the improvements.
 - 2) The final plat for the subdivision in which the lot is located has been recorded and addresses for the lots within the subdivision have been assigned.
- (b) A building permit for an application submitted under Section 2(a) may be issued only if the following requirements are met:
- 1) The building permit application meets the requirements of all applicable City regulations except as specifically provided otherwise by this Ordinance, and the requirements of Section 2(a) are met.
 - 2) PEC has released the subdivision for construction and the construction costs for the construction of the PEC facilities required for the subdivision are paid in full.
 - 3) Cash fiscal has been posted in escrow with the City, using the City’s standard form of escrow agreement, for the completion of the Street Light Improvements. Any fiscal surety filed with the City for the subdivision in which the lot is located that guarantees completion of the Street Light Improvements may be used in lieu of a cash fiscal posting.
- (c) Construction of the building authorized by the building permit issued under this Section may continue until the completion of all inspections up to the permanent power inspection step. Work on the building after the permanent power inspection step must stop if PEC has not energized the subdivision.
- (d) No certificate of occupancy will be issued until the Street Light Improvements and the subdivision improvements for the subdivision in which the building is located are complete and accepted by the City and the subdivision in which the lot is located has permanent electrical power. It will be the responsibility of the person requesting the certificate of occupancy to cause the electrical meter(s) to be set and installed to connect the Street Light Improvements and the building to PEC’s facilities.
- (e) The City may deny a building permit that does not comply with the requirements of this Ordinance. The City may issue a stop work order for a building that does not comply with Section 2(c).

- (f) The City may accept dedication of the subdivision improvements even though the electrical infrastructure for the Street Light Improvements has not been completed, provided that the following conditions are met:
- 1) The conditions of Sections 2(a)(1) and 2(b)(2) and (3) are met; and
 - 2) The requirements of Section 28(g)(4)(ii)-(ix) of the City's subdivision ordinance are met.
- (g) The City may accept dedication of the subdivision improvements even though the landscaping for the subdivision has not been completed, provided that the following conditions are met:
- 1) The applicant makes a cash escrow payment to the City for the amount of the estimate for the cost of such landscape improvements plus fifteen percent (15%);
 - 2) The Texas Commission on Environmental Quality, or successor agency, does not require the landscaping to be installed in relation to any water quality ponds;
 - 3) Any required erosion controls remain in place; and
 - 4) No certificate of occupancy shall be issued until all landscaping is installed in compliance with the approved plans.
- (h) The provisions of this Ordinance are intended to be a temporary exemption from City regulations governing issuance of building permits. The City Council shall review this Ordinance within six months of the effective date, or sooner in the event of changed circumstances, to determine whether the Ordinance should be repealed, modified, or continued.

Section 3. Temporary Exemption. Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are temporarily suspended to the extent of such conflict only until such time that this Ordinance is repealed. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City during the time that this ordinance is in effect, the terms and provisions of this ordinance shall govern.

Section 4. Savings. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the City's subdivision or building permit regulations which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 6. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have

been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this 18th day of August, 2022.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
08/18/2022

AGENDA SUBJECT:

Discuss and review the design for Northline Town Square.

BACKGROUND:

The Northline PUD development consists of the Phase 1 City Improvements (streets, drainage, SWPPP, and public parks and civic spaces) and Developer Improvements (water, wastewater, dry utilities, reclaimed water irrigation system, and streetscape). City Improvements are being funded by the City's \$15M Certificates of Obligation. Developer Improvements are the cost responsibility of the Developer. As per the terms of the Development Agreement for the Northline PUD and the Northline PUD Development and Reimbursement Agreement, TIRZ reimbursement of the City's costs for this project have priority over reimbursement of the Developer's costs. The Developer's cost for water and wastewater improvements will be by way of water and wastewater impact fee reimbursements and subsidiary TIRZ reimbursements. In accordance with the construction contract, in no event shall the original aggregate total of the combined contract price for the city improvements, the water improvements, and the wastewater improvements be increased by more than twenty-five (25%) percent of such original aggregate total of the combined contract price for the city improvements, the water improvements, and the wastewater improvements.

As part of the Northline PUD agreement, City shall pay \$1,000,000.00 of the cost of the improvements to the central Town Square Park (labeled as 'Civic Space P-1' under Exhibit B-1 of the Northline PUD agreement; relative to the Northline PUD agreement). It is understood that the above-described improvements shall be determined based on the finally approved and accepted bids for the construction of such improvements so that the total cost of the city improvements shall in no event exceed a total of \$15,000,000.00.

The Developer and Developer's design team have developed the designs for Town Square Park, which were previously presented to City Council in a workshop on December 2, 2021. Now that Phase 1 construction of city improvements for streets, drainage, and SWPPP are coming to a conclusion, the Developer has requested the remaining funds, in the approximate amount of \$2,700,000.00 out of the \$15,000,000.00 City allotment, shall pay towards the construction and completion of Town Square Park. Any cost to complete greater than \$2,700,000.00 shall be the responsibility of the Developer.

RECOMMENDATION:

Staff is informing City Council that Staff is proceeding with the bidding process to construct and complete Town Square Park and related civic spaces. Staff will bring back the recommended bid and construction contract for the prevailing bidder for Council's approval.

PRESENTER:

Dan Grimsbo, Executive Director of Infrastructure
Tony Bettis, CIP Program Manager
Sarvesh Dhakal, Assistant City Engineer

Fiscal Impact

Amount requested: \$2,700,000.00

Approved in current budget (Yes / No): Yes

<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Cert.. Oblig.
