AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 16, 2025
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

Mayor – Christine DeLisle	**Place 4 – Na'Cole Thompson, Mayor Pro Tem**
Place 1 – Kathryn Pantalion-Parker	**Place 5 – Chris Czernek**
Place 2 – Michael Herrera	**Place 6 – Becki Ross**
Place 3 – David McDonald	**City Manager – Todd Parton**

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. Discussion regarding updates to the Roadway Impact Study and Roadway Adequacy Payment (RAP) requirements.

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.

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

   - Martin Luther King March and Celebration Proclamation

8. Leander History
9. Staff Reports

   - Capital Improvement Program Update: Raider Way and E. Woodview Drive Roadway (CIP T.12) and Bagdad Road and Collaborative Way (CIP T.71) Projects.
   - Water update

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on January 2, 2025.

11. Approval of a three (3) year contract, with two (2) optional one (1) year extensions, for professional services with On Duty Health to provide medical and fitness assessments for the fire department in the amount up to $701,658.00, and authorize the City Manager to execute any and all necessary documents.

12. Approval of the assignment of contract for engineering services to the Brushy Creek Regional Utility Authority.

13. Approval of Amendment No. 1 to Contract W.55-WPL-CIPS23-020 with Walker Partners, LLC, for the planning, design, and engineering services in the amount of $147,010.00, for a new contract total of $2,221,135.00, providing for a four (4) month extension of term duration for the Hero Way West Elevated Storage Tank and Waterline (CIP W.55); and authorize the City Manager to execute all necessary documents.

14. Approval of Task Order No. TR-RPS-CIPS23-019-02 for Professional Services for the proposed traffic signal at the intersection of Ronald W. Reagan Boulevard and Palmera Ridge Boulevard (CIP T.85) to RPS Infrastructure, Inc. in the amount of $113,318.00; and authorize the City Manager to execute any and all necessary documents.

15. Approval of Amendment 4 to Task Order GBA-001 with George Butler Associates, Inc., for additional professional services for the construction phase along with Procore software training, setup and integration in the amount of $65,755.00 for a total contract amount of $697,111.00 for Wastewater Lift Station No. 2 and Lift Station No. 6 (CIP WW.44); and authorize the City Manager to execute any and all necessary documents.

16. Acceptance of the public infrastructure improvements for Travisso Phase 4 Section 6A and 6B Reclaimed Water Irrigation to include landscaping.

17. Award of Solicitation S25-001 to Amco Pump Manufacturing, Inc., for the purchase of one (1) trailer mounted sewer bypass pump in the amount of $57,767.03; and authorize the City Manager to execute any and all necessary documents.

18. Award of Solicitation CIPS24-012 to Patin Construction, LLC, for construction services to construct an extension of San Gabriel Parkway eastward from County Road 270 to Ronald W. Reagan Boulevard, between Palmera Ridge and the new Palmera Bluff, in the amount of $6,912,964.00 for San Gabriel Parkway Phase 2 (CIP T.11); authorize the City Manager to execute any and all necessary documents; and authorize City Manager to approve change orders up to $50,000.00 with a total amount of change orders not to exceed twenty (20%) percent of original contract amount.

19. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0144 to amend the current zoning of PAG Leander H1 PUD (Planned Unit Development) with the base zoning district of GG-4-A (General Commercial) to allow for an automobile dealership with unlimited outdoor storage on Lot 2, Block B of the PAG Leander H1 Subdivision on one (1) parcel of land approximately 13.342 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R461858; and more commonly known as 9480 183A Toll Road, Leander, Williamson County, Texas.

REGULAR AGENDA

20. Discuss and consider action on the adoption of the 183 Corridor Study and an action plan for implementation; Leander, Williamson and Travis Counties, Texas.

21. Discuss and consider action on an Ordinance amending Article 9.05.004 of the Code of Ethics, creating a new section related to elected and appointed officials campaigning while acting in their official capacity; amending Section 9.05.009 related to Financial Disclosure; and providing for a severability, savings, effective date and open meeting clauses; and related matters.

22. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*

23. Council Member Closing Statements.

24. Convene into Executive Session pursuant to:

    1. Section 551.071 Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Cause No. 22-0183-C425 Great American Insurance Company, et al. v. City of Leander, Texas; and
    2. Section 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Leander 2243 Water Main Project (CIP W.18).

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

    1. Cause No. 22-0183-C425 Great American Insurance Company, et al. v. City of Leander, Texas; and
    2. Acquisition of property for the Leander 2243 Water Main Project (CIP W.18).

25. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 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 551.071 [litigation and certain Consultation with attorney]. 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [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 10 day of January 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

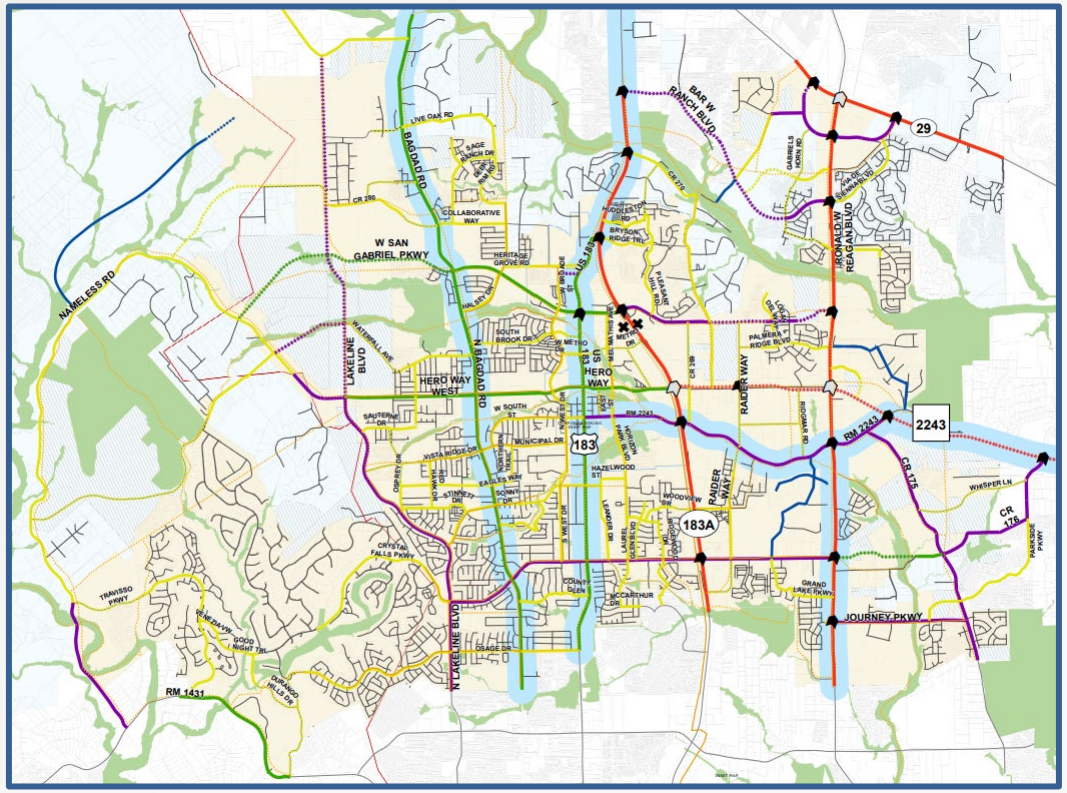
Dara Crabtree, City Secretary, TRMC

Roadway Impact Fees and Roadway Adequacy Standards Workshop

January 16, 2025

Robin Griffin, Executive Director of Development Services
Emily Truman, City Engineer
Ben Plett, Kimley Horn

WORKSHOP PURPOSE



- To evaluate current ordinances used to determine the fair share that new developments (residential and nonresidential) should contribute towards addressing transportation demands and needs across the City.
- According to the 2021 citywide Transportation Plan, there are **$320 Million** in total identified transportation needs.

CURRENT ORDINANCES

- **Roadway Impact Fees (Chapter 12 – Traffic and Vehicles)**
  - Addresses city-wide transportation system improvement needs
  - Roadway Impact Fee study completed in 2022
  - Maximum Assessed Fee = development's roughly proportionate impact to the transportation system
  - Current Collection Rate for the Maximum Assessed Fee is 50% for residential and 10% for nonresidential

CURRENT ORDINANCES (CONTINUED)

- **Roadway Adequacy Standards (Chapter 10 – Subdivision Regulations)**
  - Addresses internal and adjacent substandard public roads to the development
  - Requires Right of Way (ROW) Dedication and Construction to expand or build these substandard roads to design specified in the Transportation Plan
  - Allows for City Engineer to accept payment in lieu of construction based on the current cost of designing and constructing roadway improvements

CURRENT ORDINANCES (CONTINUED)

- **Traffic Study and Traffic Impact Analysis (Chapter 10 – Exhibit A – Subdivision Ordinance)**
  - Addresses site specific transportation needs according to the traffic projected for a development
  - Typical Projects recommended are turn lanes, deceleration lanes, signals or signal modifications
  - Most improvements specified in a Traffic Impact Analysis show a development being responsible for only a portion of the cost and the city is responsible for the remainder
    - At the current Collection Rates, the city is not collecting enough Roadway Impact Fees to fund this

DECEMBER 5TH CITY COUNCIL MEETING

- City Council authorized a temporary ordinance for the Executive Director of Development Services to administratively grant exceptions to Roadway Adequacy Payments for development along roads that meet or exceed minimum city standards

- City Council expressed the need for transportation requirements for development to be:
  - Transparent
  - Equitable
  - Clear

STAFF SUGGESTIONS FOR COUNCIL CONSIDERATION

- Eliminate Construction and/or Payment required by Roadway Adequacy Standards to expand existing Public Roads that currently exceed minimum city standards

- Require Construction and/or Payment for roads that do not meet the minimum city standards

- Require Right Of Way (ROW) Dedication according to Transportation Plan

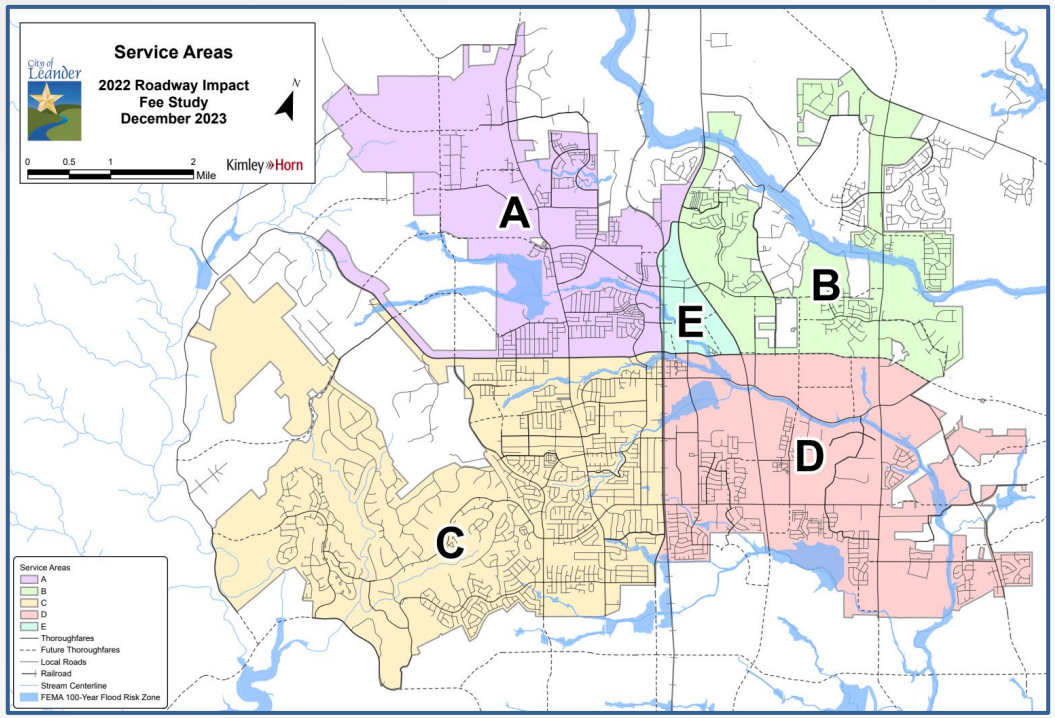
- No longer allow ROW Dedication to be eligible for Roadway Impact Fees Offsets

- Increase the Collection Rate of the Roadway Impact Fees
  - Residential = 50% of Maximum Assessed Fee
  - Commercial = 10% of Maximum Assessed Fee

- Automate the Roadway Impact Fee Calculation in the Development HUB in lieu of customer calculation

- Do not change existing Traffic Study and Traffic Impact Analysis requirements

CITY OF LEANDER RIF COLLECTED IN 2024



Service Area	Max Assessed Fee Per Service Unit (Vehicle Mile)	Fee Collected (as of 12/13/24)	Service Area Needs (10-year CIP)
A	$2,179	$654,310.72	$92,642,379
B	$842	$211,816.33	$29,023,000
C	$929	$291,362.49	$49,397,315
D	$1,229	$182,749.51	$154,792,105
E	$287	$1,013.77	$13,259,573

ROADWAY IMPACT FEES COLLECTED BY CITY

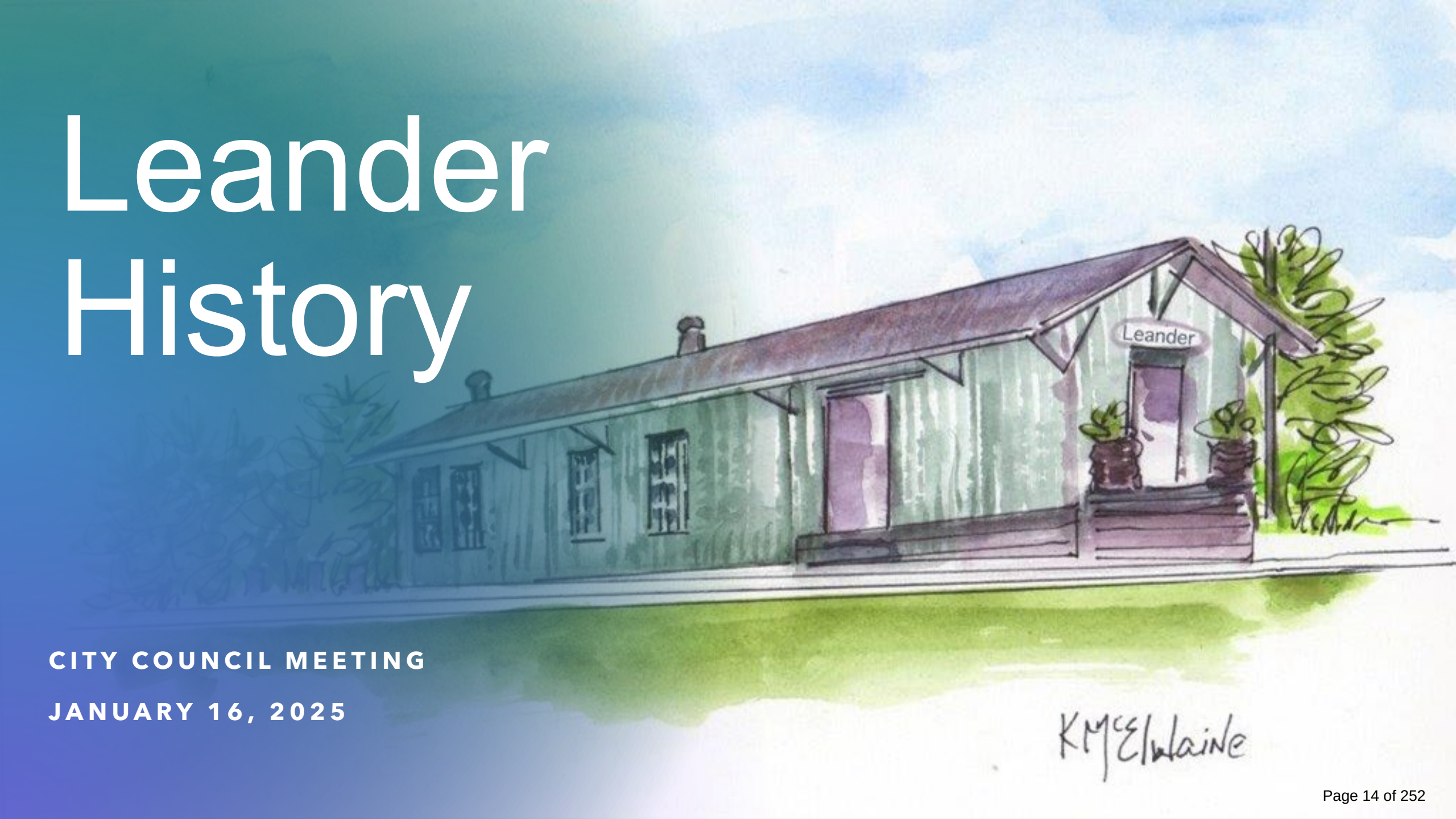
Sample Development	AVERAGE Leander RIF (Low-High % of Max)	Georgetown (2023 Rates - % of Max)	Round Rock (2024 Phase 3 Rate)	Pflugerville (Low – High % of Max)	Austin[1] (Low – High Flat Rate)
Residential					
Single Family House (ITE 210)	$2,136.60	$2,655 - $4,583	$6,419.82	$6,773	$2,439.50 - $3,621
Multi-family Mid-Rise	$918.00	$1,767 - $3,050	$2,848.23	$3,005	$1,088 - $1,606.50
Non-Residential					
Shopping Center (between 40k-150k s.f. rate or ITE 820)	$1,192.80	$1,990 - $3,434	$6,008.94	$6,344.10 - $12,592.44	$4,434.75 - $4,847.85
General Office (ITE 710)	$532.40	$970 - $1,674	$2,929.17	$3,092.55 - $6,138.42	$4,726.35 - $5,188.05
General Light Industrial (ITE 130)	$426.20	$943 - $1,627	$2,846.34	$3,005.10 - $5,694.84	$1,494.45 - $2,916

[1] **Note: Low & High differ due to different trip lengths in/out of "loop"**

ROADWAY IMPACT FEES COLLECTION RATE BY CITY

Sample Development	Leander (Low-High % of Max)	Georgetown (2023 Rates - % of Max) per service unit	Pflugerville 2023 Rates - % of Max)	Round Rock (2024 Phase 3) Rate per service unit
Single Family Residential	50%	The lesser of 50% or $1,076	The lesser of 100% or $1,590	$1,507 C – 60%
Other Residential	50%	The lesser of 75% or $1,614	The lesser of 100% or $1,590	$1,507 C – 60%
Non-Residential	10%	The lesser of 20% or $430.35	50%	$753 C – 30%

Leander History



CITY COUNCIL MEETING

JANUARY 16, 2025

Original Churches

Leander Sports

Baseball - 1904

Basketball - 1926

Volleyball - 1935

Leander Football

Football – early 1950's

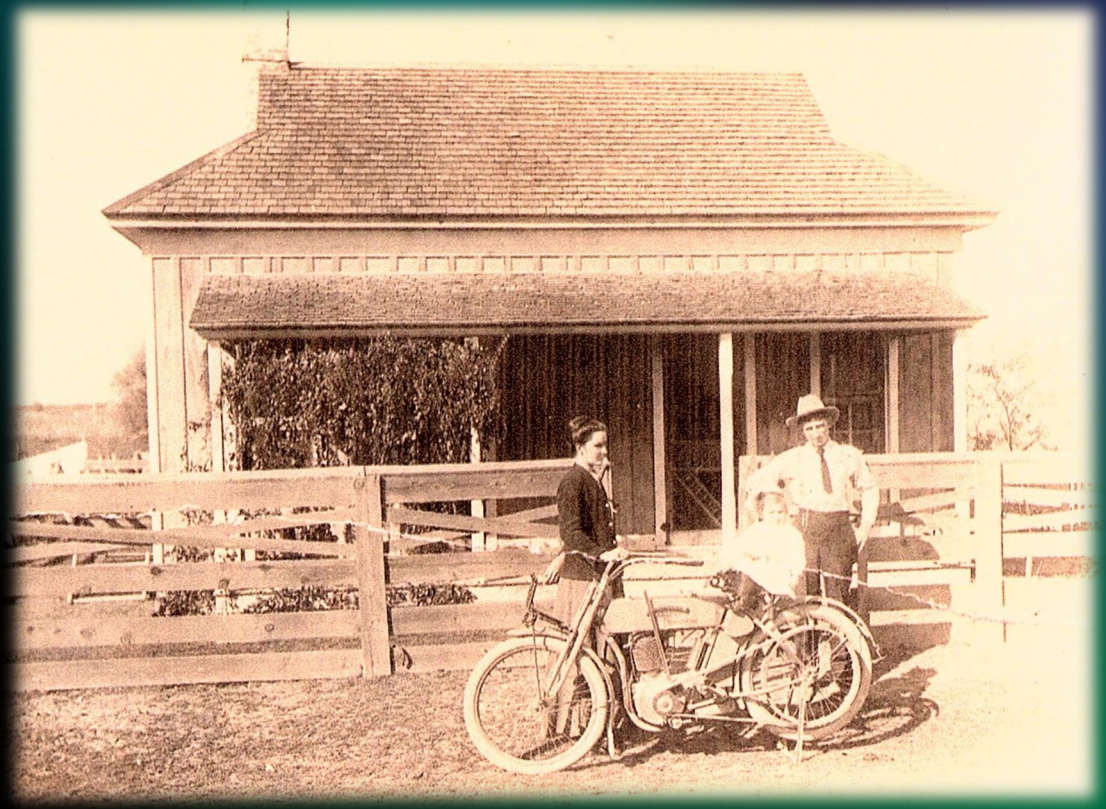
Leander vs Liberty Hill 1948

Leander Gas Explosion

Water Tower - 1974

Derailed Train - 1974

Civic Services



AGENDA ITEM # 10

EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Approval of the minutes for meeting held on January 2, 2025.

BACKGROUND:
Attached are the minutes for the meeting held on January 2, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:
Debora Penberg, Senior Deputy City Secretary

Fiscal Impact

Attachments:

1. 01.02.2025 Draft Minutes

MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 2, 2025
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

Mayor – Christine DeLisle	**Place 4 – Na'Cole Thompson, Mayor Pro Tem**
Place 1 – Kathryn Pantalion-Parker	**Place 5 – Chris Czernek**
Place 2 – Michael Herrera	**Place 6 – Becki Ross**
Place 3 – David McDonald	**City Manager – Todd Parton**

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

   Opened meeting at 6:00 p.m.

2. Roll Call.

   Roll call reflected all present with the exception of Councilmember Ross absent.

3. Receive a presentation regarding Micro-Trenching and potential updates to the city's process regarding permitting and specifications to allow this technique.

   Presentation included: what is micro-trenching, providers; number of providers and methods; staff evaluation items; area standards; challenges; staff recommendations; subdivisions currently ineligible for micro-trenching; specifications; determination of depth; and various weather-condition standards of other cities.

   Adjourned the briefing workshop at 6:23 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

   Opened meeting at 7:00 p.m.; Missionary Priscilla Imes of Greater St. Johns Church of God in Christ provided the invocation; and Mayor Christine DeLisle led the Pledges of Allegiance.

5. Roll Call.

   Roll call reflected all present with the exception of Councilmember Ross absent.

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.

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

individual.]

No one spoke.

7. Staff Reports

- Capital Improvement Program Update: Raider Way and E. Woodview Drive Roadway (CIP T.12) and Bagdad Road and Collaborative Way (CIP T.71) Projects.
- Water update

Capital Improvement Program updates for each project included: drone footage; photos; construction progress; construction impacts; construction timelines; and landscaping.

Water updates included: BCRUA update regarding Butterfly valve; the implementation and notification processes of Water Conservation Phase 4; communication strategy; contingency planning; water usage; carwashes use recycled water; sizes of surrounding cities' water plants; vegetable gardens allowed; and flushing of water tanks.

CONSENT AGENDA: ACTION

Item 16 was pulled from the consent agenda to be considered separately.

Motion: Approve Items 8 through 15.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Pantalion-Parker

Vote: 6 - 0

8. Approval of the minutes for meetings held on December 19, 2024 and December 23, 2024.

9. Approval of Amendment One to extend the Roadway Impact Fee Offset Agreement to include the Barksdale Subdivision Phase 2, on 44.166 acres ± in size, generally located at the intersection of Journey Parkway and Parkside Parkway, containing forty-seven (47) single family dwelling units; and authorize the City Manager to execute any and all necessary documents.

10. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-22-0023 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the Pioneer Farmstead PUD (Planned Unit Development) with the base zoning of GC-3-A (General Commercial)) and Development Agreement Case DA-23-0025 on one (1) parcel of land approximately 22.0 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032213; and generally located northeast of the intersection of 183A Toll Road and E. San Gabriel Parkway, Leander, Williamson County, Texas.

11. Approval of an Ordinance adopting an official map of the City of Leander, Williamson and Travis Counties, Texas attached as Exhibit “A”, Leander City Map, hereto and incorporated herein; providing for the maintenance and filing of the official map; declaring as the official City Limits and Extraterritorial Jurisdiction (ETJ); and providing an effective date.

12. Approval of an Ordinance adopting the official zoning map of the City of Leander, Williamson and Travis Counties, Texas attached as Exhibit “A”, City of Leander, Texas Zoning Map, hereto and

incorporated herein; providing for the maintenance and recorded into record as the official zoning map; and providing an effective date.

13. Approval of the extension of the application expiration for Subdivision Case PICP-23-0094 Travisso Village twelve (12") inch waterline; more particularly described by Travis Central Appraisal District Parcel 842650, generally located northeast of the intersection of FM 1431 and Travisso Parkway, Leander, Travis County, Texas.

14. Approval of the extension of the application expiration for Subdivision Case PICP-23-0075 Travisso Phase 5 Section 10; more particularly described by Travis Central Appraisal District Parcels 948163 and 958216, generally located to the north of the future extension of Osage Drive and the northern terminus of Long Lasso Pass, Leander, Travis County, Texas.

15. Approval of the extension of the application expiration for Subdivision Case PICP-23-0084 Waterline Extension at Bagdad Road and CR 281; more particularly described by Williamson Central Appraisal District Parcel R023980, generally located northwest of the intersection of N. Bagdad Road and CR 281, Leander, Williamson County, Texas.

16. Approval of an amendment to a Special Event Permit previously approved by the City Council on December 5, 2024, to amend the street closures for the Martin Luther King Day March and Celebration being held on Monday, January 20, 2025 beginning at 10:00 a.m. in Old Town Park.

    Motion: Approve an amendment to a Special Event Permit.

    By: Mayor Pro Tem Thompson
    Seconded: Councilmember Pantalion-Parker

    Vote: 6 - 0

PUBLIC HEARING: ACTION

17. Conduct a Public Hearing regarding Zoning Case Z-24-0144 to amend the current zoning of PAG Leander H1 PUD (Planned Unit Development) with the base zoning district of GC-4-A (General Commercial) to allow for an automobile dealership with unlimited outdoor storage on Lot 2, Block B of the PAG Leander H1 Subdivision on one (1) parcel of land 13.342 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R461858; and more commonly known as 9480 183A Toll Road, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-24-0144 as described above.

    Opened Public Hearing at 7:34 p.m.; closed Public Hearing at 7:34 p.m. No one spoke in favor or opposition of the request.

    Motion: Approve Zoning Case Z-24-0144 as described above.

    By: Councilmember Pantalion-Parker
    Seconded: Councilmember Czernek

    Vote: 6 - 0

18. Conduct a Public Hearing regarding Ordinance Case OR-24-0024 to amend the Composite Zoning Ordinance to adopt updates to Article IV regarding Wireless Communications Facilities, and to provide for related matters; Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-24-0024 as described above.

Opened Public Hearing at 7:37 p.m.; closed Public Hearing at 7:37 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Ordinance Case OR-24-0024 following discussion.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Pantalion-Parker

Vote: 6 - 0

REGULAR AGENDA

19. Discuss and consider action regarding Ordinance Cases OR-21-0004 and OR-21-0005 to amend the Subdivision Ordinance and Chapter 13 Utilities regarding phasing for residential development; and to provide for related matters; Williamson and Travis Counties, Texas.

Motion: Approve to take no action.

By: Councilmember Czernek
Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

20. Discuss and consider action on a proposal with Policy Confluence, Inc. (Polco) to develop, implement and analyze a city-wide community survey through the National Community Survey (NCS) for the City of Leander in the amount of $40,500.00; and authorize the City Manager to execute any and all necessary documents.
Presentation regarding National Community Survey included: benchmark data, model of community livability, methodology, custom questions, sample surveys, track module, Polco AI, engage module, cost of services, additional languages in surveys, council's custom questions to include role of council, whom to and how to send surveys, randomly selected and diverse people to receive, mailers, open-ended questions and live surveys.

Motion: Approve an agreement with Policy Confluence, Inc agreement following discussion.

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

21. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*

None

22. Council Member Closing Statements.

Kathryn Pantalion-Parker - stated excited about what 2025 has to offer and wished everyone a good night.

Michael Herrera - commented on attending the swearing in of Williamson County newly elected officials; excited about the future and working with the elected officials.

David McDonald - wished everyone a happy new year and good night.

Chris Czernek - wished everyone a happy new year; and stated looking forward to 2025.

Na'Cole Thompson - wished everyone a happy new year; commented on upcoming MLK celebration; opportunities for vendors and stage performers; and number of essays submitted for MLK event.

Christine DeLisle - reminded everyone to shop local; challenged all to shop Leander first; and dinner came from Dominio's.

This item was pulled from the agenda.

23. Convene into Executive Session pursuant to Section 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Leander 2243 Water Main Project (CIP W.18).

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding acquisition of property for the Leander 2243 Water Main Project (CIP W.18).

24. Adjournment

Adjourned at 8:08 p.m.

APPROVED

_____

MAYOR

ATTEST:

_____

SR. DEPUTY CITY SECRETARY

AGENDA ITEM # 11

EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Approval of a three (3) year contract, with two (2) optional one (1) year extensions, for professional services with On Duty Health to provide medical and fitness assessments for the fire department in the amount up to $701,658.00, and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
This is a renewal contract with On Duty Health, a professional service provider for medical and fitness assessment for the fire department for an amount up to $701,658.00. The contract is for a three (3) year fixed rate, with an option to extend for two (2) additional one (1) year terms at a five (5%) percent rate increase for each extension. The contract allows for a termination with or without cause, with written notice within ninety (90) days following the completion of that year's physicals.

Firefighters undergo an annual medical evaluation in accordance with the National Fire Protection Association (NFPA) 1582 standards. These medical evaluations include various components such as lab work, a fitness assessment, a VO2 max stress test, ultrasound screening, and vision and audiometry testing. The contract cost is approximately $672.00 per current firefighter and $1,078 per new firefighter candidate. Firefighters are at a higher risk of occupational cancer. On Duty Health offers an optional Galleri Multi-Cancer Early Detection Blood Test, which test for over fifty (50) various cancers, at a discounted rate of $749.00. Due to the cost, it is proposed that employees would take the cancer blood test every two (2) years rather than annually.

The Fire Department began using On Duty Health for its annual firefighter physicals in 2021. The department has used them for the past four (4) years and are satisfied with the services received. Under Texas laws, these services qualify as professional services and are exempt from a competitive bidding process.

HISTORY/TIMELINE:
2021 - First year to use On Duty Health for FD physicals
2022 - Entered into three (3) year contract with On Duty Health
2024 - Council approved payment of On Duty Health invoice.

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval.

PRESENTER:
Billy Wusterhausen, Fire Chief

Fiscal Impact

Amount requested:	$701,658.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	Operating

Attachments:

1. Contract On Duty

Firefighter & Physician Owned

ON DUTY HEALTH

Keeping Firefighters Healthy & Fit For Service

ON DUTY HEALTH

Keeping Firefighters
Healthy & Fit For Service

Proposal for

Leander, TX Fire Department

NFPA-1582 Firefighter Health and Fitness Assessments

On-site Occupational Health Providers Specialized in Firefighter Health

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Prepared For

Tony Anguiano, Division Chief

Proposed On

11-19-2024

Note: 3-5 Year Contract

On Duty Health
First Responder Health

2028 E Ben White Blvd, STE 240-4949
Austin, TX 78741

512.655.3578
info@onduty.health

Dear Chief Anguiano:

Thank you for your proposal request from On Duty Health regarding your upcoming annual firefighter health & fitness assessments. We take very seriously the high calling that it is to serve this critical population. And we're confident that we'll provide you with expert health assessments as well as excellent customer service.

Included in this proposal, you'll find the outline of services we offer, including a full NFPA 1582, 1583 and WFI compliant annual assessment at your department. This includes a full body ultrasound screening, comprehensive labs, a maximal 12-lead EKG treadmill stress test (WFI protocol), TRUE VO2 Max testing, vision and audiometry testing, muscular strength and endurance testing, in-depth behavioral health assessment, and more.

Our medical record system is fully electronic, meaning that each of your members will always have a secure online portal through which they can track their health results year to year. And, we provide administration with a department-wide analytics dashboard to help inform your decisions on where to implement health improvement plans, with our guidance.

We also hope to partner with you to offer continuing services such as return-to-duty assessments, new hire assessments, health education seminars, behavioral health support, nutrition counseling and fitness training. Consider us your one-stop-shop for all your fire health needs.

We are Texas-based, and our Co-owner and Chief Operating Officer is a recently retired Texas Fire Chief with 29 years in the industry, bringing a firefighter-tailored experience and perspective to everything we do. We practice evidence-based medicine, following current peer-reviewed research, offering novel cancer screening tools such as the Galleri Multi-Cancer Detection Blood Test and Low Dose CT. Our physicians are board certified in cardiology, radiology, dermatology, general and preventative medicine. And our team of Physician Assistants, Nurse Practitioners, Ultrasound Technicians, Exercise Physiologists, Counselors, Nutritionists, Personal Trainers and Phlebotomists are all specifically trained in firefighter occupational health.

Again, thank you for your request. I'm hopeful that we'll be working together soon to help keep your firefighters healthy and fit for service. And please don't hesitate to call or email us if you have any questions.

Warm regards,

Kristin Batla, DMSc, PA-C
Chief Medical Officer, Co-owner
On Duty Health

Highlights

- Full NFPA 1582, 1583, and WFI compliant annual assessment at your department.
- Full body ultrasound screening, including Radiology followup for abnormal findings
- CPET - Cardiopulmonary Exercise Testing (stress testing with TRUE VO2 Max testing), including Cardiology followup for abnormal findings
- Comprehensive labs and urinalysis
- Vision and audiometry testing
- Muscular strength and endurance testing
- In-depth behavioral health assessments
- Department-wide de-identified Health Dashboards
- Human Performance Data Analysis
- Return-to-duty assessments
- New hire assessments
- Health education seminars
- Behavioral health support
- Nutrition counseling
- Fitness training
- Conducting, participating in, and incorporating the latest research in firefighter health

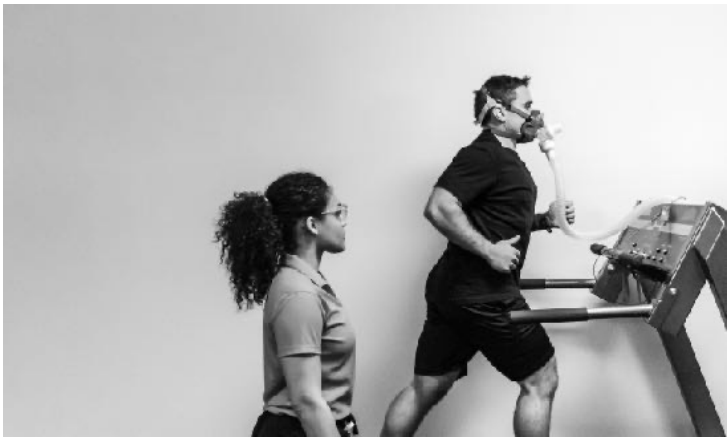
Company Profile

On Duty Health is a physician, firefighter and female-owned, customer-service-centered healthcare company specifically specialized in mobile firefighter health. We currently serve over 7,000 first responders in 119 agencies across Texas, California, Missouri and Iowa with our comprehensive annual health and fitness assessments.

This company was founded specifically to improve health outcomes for firefighters; a highly at-risk population. These risks include:

Cancers (NIOSH)

- 9% higher risk of being diagnosed with cancer
- 14% higher risk of dying from cancer
- Significantly higher risk for specific types of cancer



Cardiac Deaths (NFPA)

40-50% of annual duty-related fatalities

Behavioral Health Issues (IAFF)

19% experienced suicidal thoughts

27% struggled with substance abuse

65% suffer from PTSD

80% said asking for help would make them seem “weak”

With the above statistics in mind, our system has been designed to identify life threatening issues early so a firefighter may have the best chance at not only surviving, but thriving well into retirement. We are fully NFPA-compliant, but go well beyond the NFPA standards by incorporating the latest research and knowledge in firefighter-specific health concerns. And, we bring the best value for your taxpayer dollars by focusing on providing the most comprehensive option, for the best pricing; This includes providing our full physical assessment for every member, every year, as well as providing for Radiology and Cardiology followups when indicated.

ON DUTY
HEALTH
Leading the way
in firefighter
cancer
cardiac
behavioral
health

Proposal

We offer the following pricing package based on the discussed needs of your agency, however, these packages can be customized.

Description	Crew	Unit Price	Pricing
SILVER HEALTH & FITNESS ASSESSMENT PACKAGE	93	$579	$53,847.00
Labs & Urinalysis			Included
• Urinalysis • Complete Blood Count: • Complete Metabolic Panel • Lipid Panel with LDL/HDL Ratio • A1C • Thyroid Stimulating Hormone • Prostate Specific Antigen **(male members 40 and over)** • FIT Fecal Occult Screening Kit **(members 40 and over)**			
Full Physical			Included
• Comprehensive Physical with Health History & Vitals • Titmus V2 Advanced Vision Testing • Audiometry Testing • Skin Cancer Assessment • Behavioral Health Assessment • Review of Results w/ Personalized Health Plan			
Cardiopulmonary Screening & Fitness Assessment			Included
• Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition utilizing WFI protocol, Blood Pressure readings, and TRUE VO2 Max Testing • Pulmonary Function Testing (Spirometry) • Metabolic Analysis w/ Body Composition • Muscular Endurance, Strength and Flexibility Evaluation • Human Performance Analysis • Cardiology followup for irregular results, if indicated			
Ultrasound Enhanced Cancer Screening			Included
• Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men) • Radiology followup for irregular results, if indicated			
Nicotine Testing	93	$29	$2697
Testosterone Testing (males and females)	93	$49	$4557
Estradiol Testing (females only)	3	$49	$147
Heavy Metals Profile 1	12	$109	$1308
Off Site Blood Draws (LabCorp or Quest)	93	$0	$0
Total			**$62,556.00**

NEW HIRES PACKAGES

Description	Crew	Unit Price	Pricing
NEW HIRES HEALTH & FITNESS ASSESSMENT PACKAGE	20	$579	$11,580.00
Standard Labs & Urinalysis			Included
• Urinalysis • Complete Blood Count: • Complete Metabolic Panel • Lipid Panel with LDL/HDL Ratio • A1C • Thyroid Stimulating Hormone • Prostate Specific Antigen **(male members 40 and over)** • FIT Fecal Occult Screening Kit **(all members)** • *Phlebotomy offered at nearby LabCorp or Quest*			
Full Physical			Included
• Comprehensive Physical with Health History & Vitals • Vision Testing • Audiometry Testing • Skin Cancer Assessment • Behavioral Health Assessment • Review of Results w/ Personalized Health Plan			
Cardiopulmonary Screening & Fitness Assessment			Included
• EKG Treadmill Stress Testing; Consisting of 12-lead EKG treadmill/bike stress test run to maximal volition utilizing WFI protocol, VO2 Max Calculation) • Pulmonary Function Testing (Spirometry) • Metabolic Analysis w/ Body Composition • Muscular Endurance, Strength and Flexibility Evaluation			
Additional New Hire Recommended Labs (Optional)	20	$435	$8700
• Hepatitis Panel (A, B, C) • HIV Screening • TB Screening (QuantiFERON Gold Blood Test) • Urine Drug Screen • Heavy Metals I Profile			
***Total**			**$20,280.00**

*Quoted pricing for New Hires is based on seeing them at the time and location of your annual physicals, or being seen at a nearby department. Special pricing for a “rapid strike” option where our team deploys to your location to specifically assess your new hires is also available.

Additional Services Available (per member)

Item	Description	Pricing
Phlebotomy	**On Site Phlebotomy *(may be excluded if utilizing local LabCorp/Quest)***	**$29**
Cancer Labs	Galleri Multi-Cancer Early Detection Blood Test (50+ cancers)	$749
	OneTest Premium Multi-Cancer Early Detection Blood Test	$399
	CA-125 (ovarian cancer screening - women)	$49
	Cancer antigen 15-3 (CA 15-3) [breast cancer]	$99
	Additional Fecal Occult Colorectal Cancer Screening Kits	$69
Other Labs	Hepatitis A, B and C Test (Acute Hepatitis Panel)	$69
	QuantiFERON Gold TB (Blood test)	$89
	Medical Professionals Urine Drug Screen (12 drug panel)	$99
	Nicotine Screening (Urine)	$49
	HIV testing	$49
	Heavy Metals Profile I, Blood (arsenic, lead, mercury)	$129
	Heavy Metals Profile II, Blood (arsenic, cadmium, lead, mercury)	$159
	Cholinesterase (HazMat) testing	$69
	Testosterone levels	$49
	Estradiol levels (females)	$49
	Lp-PLA2 Activity - Aid in predicting risk of coronary heart disease	$99
	PFAS Toxin Testing (Polyfluoroalkyl - man made chemicals)	$349
CT Scanning	Low Dose CT Lung Screening (available through regional partners)	$399
	CT Coronary Artery Calcium Scoring (available through regional partners)	$299
Continuous Health Monitoring	In a partnership with Transcend Health, members wear a smartwatch to monitor their health metrics 24/7, with on-call providers to guide their health.	$99/mo
Personal Training	Our certified personal trainer can build individual or group packages to improve health outcomes through customized workout routines and demonstrations	$169/mo
Nutrition Counseling	Each health assessment comes standard with nutrition recommendations. However, our licensed nutritionist can build individual or group packages to work with your members for guidance in meal planning, shopping, cooking, and more for enhanced health outcomes.	$169/mo

Decision Science through Data Analytics

Awareness of your department's overall health is extremely important. We assist you by providing a de-identified Health Dashboard which shares various key health metrics, guiding you for improving the health and longevity of your crew. This data-driven model allows department administration to see exactly where attention and investment might be needed.

Electronic Medical Records & Patient Portal

Gone are the days of scribbling all of your patient history down on multiple sheets of paper, and then receiving printouts of your health information, only to misplace them and potentially compromising your Private Health Information. We are fully electronic. Every aspect of our assessment goes directly into our EMR system, and each patient gets secure access to their own Patient Portal, where they can access results, track their health from year to year, message their provider, and more.

No Member Left Behind

We offer the most competitive pricing, while also offering the most advanced, comprehensive exam available. Our COO, as a retired Fire Chief, has made it a priority for us to offer this high-level of service, while keeping costs down to ensure taxpayers that their dollars are being spent wisely. From our lower pricing, you can see one simple, but important reality: On Duty Health is focused on First Responder Health, *not maximizing profits*. An important principle in our pricing structure is: ***NO MEMBER LEFT BEHIND.*** That means, for most of our packages, ***every* member is receiving the Ultrasound Screening *and* Stress Testing *every year***. While there is some research to support age stratification, where members under 40 receive these tests over longer intervals, we regularly find cancer and life threatening heart conditions in this younger population. **Our system does not cut corners to save ourselves money**. We provide the most comprehensive option by including these important testing elements for each member every year.

Research Driven

We are not only interested in utilizing the newest available research for firefighter health, we are driving it. Currently, we are involved in multiple research studies to further firefighter health and wellness, particularly in regards to firefighter Behavioral Health, Cancer, and Cardiac Health. We are currently partnered with organizations such as the National Fire Academy, Fire Service Psychology Association, University of Arizona's Center for Firefighter Health Collaborative Research, the National Disease Research Interchange's Center for Fire, Rescue, and EMS Health Research, and Loma Linda University. With these current research projects, we are hoping to further the fire industry as a whole, by continuing to develop the best standards possible for firefighter health.

Nutrition and Fitness Coaching

We are your year-round partner for Firefighter Health. That's why we offer more than just a "point in time," annual health assessment; we also offer many continuing services to improve your crews' health throughout the year. Each of our patient's gets free access to our On Duty Health app *(coming soon)*, which includes Fitness Training Plans, Nutrition Plans, a quick access copy of our Health Standards to help you train, invitations to participate in Fitness Challenges, and more. We also offer personal Fitness and Nutrition programs through tele-health for your members who need extra assistance to reach their goals, for an additional fee. And, through our partnership with Transcend Health, we offer a revolutionary system that utilizes a member's smartwatch and AI algorithms to monitor their health on a 24/7/365 basis, giving valuable insights and recommendations for health improvements, along with constant access to tele-health medical providers for consults, followups, and coaching.

Galleri 50+ Multicancer Test

We have partnered with Grail to offer the Galleri test, which is a revolutionary new blood test that can detect over 50 different types of active cancers. Incredibly, this test has a false positivity rate of 0.5% and a specificity of 99.5%. Our rate is drastically reduced from the standard price of $949/pp (plus provider fees) due to an agreement with the IAFF. Click the picture to the right to learn more.

Texas Based

We were founded in, and are based in Texas. We currently serve 69 first responder agencies across Texas, spanning all major regions.

TX References:

Chief Billy Massey, Mesquite Fire (DFW)
bmassey@mesquitefire.org

Chief Sean Richardson, Little York Fire (Houston)
srichardson@hcesd17.org

Captain Kyle Williford, Richardson (DFW)
kyle.Williford@cor.gov

Reviews:

✪✪✪✪✪ *Truly care about what they do to better the health of firefighters. Very honest and trustworthy with our people and family members. Would definitely recommend them if you are looking for a great company to come out and do your department's health assessments.* -Battalion Chief Harry Hewlett, Schertz, TX FD

✪✪✪✪✪ *We have been using On Duty Health for a few years now and couldn't be happier. The staff is top notch and very professional and our guys now look forward to doing their physical. If you are looking to do NFPA 1582 physicals, these are your folks.* -Chief Sean Richardson, Little York, TX FD

✪✪✪✪✪ *On Duty Health has been doing our health assessments for several years. From the administration staff through the on-site medical and fitness team, they have provided us with outstanding care. They are very professional and take their responsibility of assessing the firefighters seriously.* -Assistant Chief Greg Chase, Duncanville, TX FD

✪✪✪✪✪ *On Duty Health has been a fantastic company to work with. After transitioning to them for our annual department physicals, our personnel have had nothing but positive things to say about the experience. The consensus, which is hard to get with 180 personnel, is that the thoroughness and quality of their services is far superior to our previous provider. In my position I interact with numerous vendors and On Duty is at the top of my list for the best to work with. From the ownership to the practitioners on site, everyone is professional and responsive to our needs. Communications are clear and timely, with a truly collaborative effort existing between our department and On Duty. I highly recommend On Duty Health to anyone looking into providers for their department's physicals.* -Captain Kyle Williford, Richardson, TX FD

Current Texas Agencies:

Azle
Balcones Heights
Bellaire
Bexar County ESD 2
Bracken
Brownwood
Bryan
Buda
Cedar Hill
Cedar Park
Cibolo
Cisco
Colleyville FD, PD & City
Converse
Corsicana
DeSoto
Duncanville
Eastex
Ennis
Fate
Forest Bend
Fort Bend Co ESD 7
Garland
Glenn Heights
Guadalupe County
Heath
Huntsville
Harris County ESD 17 (Little York)
Irving
Kerrville
Kirby
La Porte
La Vernia
Leander
Leon Valley
Live Oak
Longview
Marlin
McLendon Chisholm
Melissa
Mesquite FD, PD & City
Mont Belvieu
Murphy FD & PD
Navasota
Red Oak FD & PD
Richardson FD & PD
Rockwall
Royse City
Sansom Park
San Angelo
Schertz
Seguin
Selma
Stafford
Universal City FD & PD
Waco
Waxahachie
West University
Windcrest

Master Terms & Conditions

These Master Terms and Conditions (together with the Proposal/Purchase Order the Contract) govern all use of the Services from On Duty Health – Texas, PLLC, a Texas professional limited liability company ("Company") by the "Customer", as defined in the Proposal/Purchase Order (collectively the "Parties" and individually a "Party").

1. Services. The Company shall provide the Customer's employees with certain services ("Services"). Services consist of an annual on-site Physical/Fitness Assessment based on each member's essential job functions as set forth in their applicable job description. "Fitness Assessment," as defined by the National Fire Protection Association, includes a medical history evaluation, hands-on physical exam, blood analysis, urinalysis, vision testing, audiometry testing, pulmonary function testing, treadmill stress test with 12 lead EKG, cancer screening elements, in substantial compliance with NFPA 1582, NFPA 1583, and WFI (Wellness Fitness Initiative) standards.

2. Fee. The Customer shall pay the Company the fee set forth in the Proposal/Purchase Order for each Fitness Assessment. The Customer shall remit payment to the Company for all Services within thirty (30) days of receipt of the invoice. A 2% late fee charge will be assessed after 30 days, and for each month thereafter that the payment is delayed. Each annual round of assessments will be billed at the completion of that round. The pricing is considered "locked," unless the number of members to be seen decreases by 15%.

3. Termination of Contract. The Customer may terminate the Contract, in whole or in part, with or without cause, without penalty, with ninety (90) days written notice. After this point, the Customer may not terminate the Purchase Order and shall be responsible for the fees for all Services performed, as described in the Purchase Order. The ninety (90) day termination period will reset each year on the day immediately following the completion of that year's assessments. The Company also reserves the right to cancel the Contract, with or without cause, without penalty, with ninety (90) days written notice.

4. Contract Period. This proposal and agreement constitute a three (3) year contract, with the option to extend for two (2), one (1) year terms, for a total of five (5) potential years. Pricing is considered locked for a three (3) year period, with a five percent (5%) increase planned for years four (4) and five (5), respectively. The period begins as of the signing of this Contract and runs through the completion of the 5th annual round of assessments.

5. Employee List & Schedule. At least six (6) weeks before the Company performs the Services each year, the Customer shall provide the Company with a list of all employees that will receive the Services (based off of the "Roster Template" provided by the Company). At least two (2) weeks before the Company performs the Services each year, the Customer shall provide the Company with a Schedule of which employees will be seen at what date and time (based off of the "Schedule Template" provided by the Company).

6. Credits. If Customer has an employee(s) who will miss the assessments due to sickness or other reasons, the Customer will hold a "credit" for that employee for 200 days, and may work with Company to schedule them for their assessments at another time and place.

7. Location Reciprocity. The Customer agrees to allow a small number of members from other departments, if any, to be seen on their premises. This allows for make-up physicals if a member missed at a nearby department, return to duty or new hire physicals. As such, other nearby departments will be granting such reciprocity to The Customer.

8. Equipment. The Company agrees to provide all equipment and supplies necessary for the assessments, EXCEPT for a treadmill. The Customer agrees to provide a properly functioning treadmill (with variable speed and variable incline) and adequate space for the assessments to be conducted.

9. Notice. All notices hereunder must be in writing to the other Party. If to the Company, the notice shall be sent to:

Greg Batla
Chief Executive Officer
2028 E. Ben White Blvd, STE 240-4949
Austin, TX 78741
greg@onduty.health

10. Amendments. No amendment to or modification of this Contract will be effective unless it is in writing and signed by the Parties.

11. Force Majeure. The Company shall not be liable or responsible to the Customer, nor be deemed to have defaulted or breached this MTC, for any failure or delay in fulfilling or performing any term of this MTC when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

12. Relationship of the Parties. Each Party is acting independently; neither is an agent, servant, or employee of the other; and the Parties are not engaged in a joint enterprise.

13. Governing Law. This Contract shall be governed by Texas law.

14. Severability. If any provision of this Contract is held for any reason to be illegal, unenforceable or invalid, such holding will not affect the legality or validity of any of the other provisions herein.

15. Entire Agreement. This Contract constitutes the entire agreement between the Parties hereto and supersedes any other prior or contemporaneous agreement concerning the subject matter of this transaction, whether oral or written.

16. Assignment. This Contract may not be assigned without the prior written consent of the other Party, which may be granted or withheld in the sole discretion of the Party being asked to consent.

17. Confidentiality. In the course of performing the Services, the Parties recognize that Company may come in contact or become familiar with information that Customer may consider confidential. Company agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Customer personnel or their designees.

18. Governmental Immunity. This Contract is expressly made subject to Customer's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The Parties hereto expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that Customer has by operation of law.

19. Agreement. In signing the Proposal/Purchase Order above, Customer agrees to the entirety of the terms and conditions set forth, as amended, in this Master Terms and Conditions.

Contract to Enlist Services

If you agree with the above proposal and terms, **please sign and date below indicating your intent to enlist our services**.

Signatures:

“**Customer”: Leander, TX Fire Department**

_____
Customer Signature

_____
Print Name

_____
Print Title

_____
Date

_____
Kristin Batla, DMSc, PA-C
Chief Medical Officer
“**Company": On Duty Health**

11-19-2024

_____
Date

Contact

512.655.3578
info@onduty.health

Texas:
2028 E Ben White Blvd, STE 240-4949
Austin, TX 78741

California:
1752 E Lugonia Ave, STE 117-4949
Redlands, CA 92374

www.onduty.health

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HEALTH

AGENDA ITEM # 12

EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Approval of the assignment of contract for engineering services to the Brushy Creek Regional Utility Authority.

BACKGROUND:
The Cities of Leander, Round Rock, and Cedar Park are a members of the Brushy Creek Regional Utility Authority ("BCRUA"). Prior to the formation of the BCRUA, the three (3) member Cities entered into a contract with Carter & Burgess, Inc. to provide engineering services related to raw water barge and pipeline for the Regional Water System (the "Contract"). The contract provides that it would be assigned by the Parties to the BCRUA once the BCRUA was created. Approval of this agenda item accomplishes that assignment. This is a housekeeping item.

HISTORY/TIMELINE:
12/21/2006 - CDM Contract entered into by Cities of Leander, Round Rock, and Cedar Park
07/26/2007 - BCRUA created

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Assignment of Contract to BCRUA

ASSIGNMENT OF CONTRACT FOR ENGINEERING SERVICES

This Assignment of Contract for Engineering Services ("Assignment") is entered into by and between the City of Round Rock, the City of Cedar Park, and the City of Leander, (collectively referred to as "Assignors") and the Brushy Creek Regional Utility Authority, Inc., a Local Government Corporation ("BCRUA"). The above entities may be referred to herein as "Party" or "Parties" as the context may require.

RECITALS

WHEREAS, Assignors and Carter & Burgess, Inc. ("Engineer") entered into that certain Contract for Engineering Services ("Contract") effective December 21, 2006, whereby Engineer was to provide engineering services related to Raw Water Barge and Pipeline for the Cedar Park/Round Rock/Leander Regional Water System Improvements for Assignors; and

WHEREAS, Article 28 of said Contract specifically provides that the Assignors may assign the Contract to a Local Government Corporation created by the Assignors and Assignors intended for such Local Government Corporation to benefit from and be an assignee of Assignor's rights, remedies, benefits, duties and obligations under the Contract; and

WHEREAS, on the 26th day of July, 2007, Assignors did create the BCRUA., a Local Government Corporation pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code; and

WHEREAS, Assignors desire to memorialize the assignment of rights, remedies, benefits, duties and obligations under the Contract and applicable law to the BCRUA, and the BCRUA desires to assume and accept such assignment;

NOW, THEREFORE, it is hereby agreed between the Parties as follows:

I.
ASSIGNMENT AND ACCEPTANCE

1.1 Subject to the conditions and reservations of the assignment set forth in Section II below, Assignors hereby assign Assignors' rights, remedies, benefits, duties and obligations under the Contract and under applicable law to the BCRUA.

1.2 Subject to the conditions and reservations of the assignment set forth in Section II below, BCRUA hereby accepts the assignment of the Assignors' rights, remedies and benefits under the Contract and applicable law and accepts Assignors' duties and obligations under the Contract and under applicable law.

II.
CONDITIONS AND RESERVATIONS OF ASSIGMENT

2.1 In executing this Assignment, in addition to assigning to Assignee the rights, remedies, benefits, duties and obligations of Assignor under the Contract and under applicable law and as a condition to such assignment, Assignors also reserve and retain unto themselves, the right, if they so choose, to exercise the rights and remedies of the Owners under the Contract and under applicable law and the right, if they so choose, to perform any of the duties and obligations of the Owners under the Contract and under applicable law.

2.2 In accepting this Assignment, the BCRUA acknowledges and accepts the assignment set forth herein subject to the conditions and reservations set forth in paragraph 2.1 above.

2.3 In executing this Assignment, the Assignors are intending to assign and are assigning to the BCRUA any benefits applicable to the Assignors under applicable law, including but not limited to any codes or statutes that pertain to the rights, remedies, benefits, duties and obligations of the Assignors under the Contract.

IN WITNESS WHEREOF, the above-named parties have caused this document to be executed on the dates provided below by their duly authorized agents to be retroactively effective as of the 26th day of July, 2007.

ASSIGNORS

The City of Round Rock

By: _____
Craig Morgan, Mayor
Date: _____

The City of Cedar Park

By: _____
Jim Penniman-Morin, Mayor
Date: _____

The City of Leander

By: _____
Christine DeLisle, Mayor

Date: _____

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Na'Cole Thompson, President

Date: _____

EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Approval of Amendment No. 1 to Contract W.55-WPL-CIPS23-020 with Walker Partners, LLC, for the planning, design, and engineering services in the amount of $147,010.00, for a new contract total of $2,221,135.00, providing for a four (4) month extension of term duration for the Hero Way West Elevated Storage Tank and Waterline (CIP W.55); and authorize the City Manager to execute all necessary documents.

BACKGROUND:
Per the 2023 City of Leander Water Master Plan, the City requires additional storage capacity and waterlines to move water around the City of Leander for current needs and future growth. The Master Plan identified that there is a need for an elevated storage tank in the northwest area of the city, with an associated waterline to transmit water to the tank and that area of the city.

In July 2023, the City solicited a Request For Qualifications (RFQ), CIPS23-020, to qualify and hire a professional engineer to review, assess, plan, engineer, and design an elevated water storage tank and related waterline. After a thorough RFQ process, the City contracted with Walker Partners, LLC ("Walker Partners"), for these services for $2,074,125.00, which was approved by City Council on January 18, 2024.

During the preliminary engineering phase of the project, Walker Partners and City staff concluded that analysis of multiple alignments of the waterline was necessary along CR 290. City staff requested Walker Partners modify their scope to include additional surveying and design services to investigate an alternative alignment option to allow the waterline to parallel CR 290 on the east side instead of the previously considered west side.

Land acquisition on the east side of CR 290 may be facilitated more quickly and more affordably due to new information made available during the project's right-of-entry coordination. Assessing the alternate alignment requires additional survey, landowner outreach, land acquisition support, and analysis. These additional services are included under this Amendment No. 1, for $147,010.00, and will increase the original agreement amount from $2,074,125.00 to $2,221,135.00.

HISTORY/TIMELINE:
01/18/2024 - Council awarded Walker Partners, LLC contract

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval.

PRESENTER:
Tony Bettis, PMP, CIP Program Manager

Fiscal Impact

Amount requested:	$147,010.00
Approved in current budget (Yes / No):	No
Expenditure (New / Amended):	Amended
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	Water Impact Fee - Capital Projects

Attachments:

1. Amendment No. 1 Hero Way West EST and WL

CONTRACT AMENDMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. W.55-WPL-CIPS23-020

This will constitute authorization between the CITY OF LEANDER, TEXAS (Owner) and WALKER PARTNERS, LLC (Firm), to adopt AMENDMENT NO.1. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

CITY OF LEANDER
W.55 - Hero Way West Elevated Storage Tank and Water Line

A. AMENDMENT DESCRIPTION

- Walker Partners will increase their scope of design, surveying, and investigation services to include a new design alternate for the waterline to parallel CR 290 on the east side instead of the previously considered west side. Land acquisition on the east side of CR 290 may be facilitated more quickly due to new information made available during right of entry coordination. The future transportation plan will be reviewed to consider if additional ROW should be incorporated in the land acquisition efforts in the present project. Consideration of the new alternate also introduces additional research, landowner outreach, and land acquisition support.
- The payable increase from the original agreement amount of $2,074,125.00 to $2,221,135.00. Total amendment amount of $147,010.00.

B. EXHIBITS ATTACHED TO THIS AMENDMENT

- WALKER PARTNERS, LLC TASK ORDER AMENDMENT FOR PROFESSIONAL SERVICES

APPROVED:	ACCEPTED:
CITY OF LEANDER, TEXAS	WALKER PARTNERS, LLC.
By _____	By _____
Title Todd Parton City Manager	Title Vice President
Date _____	Date 12/05/2024

TASK ORDER AMENDMENT FOR PROFESSIONAL SERVICES

TASK ORDER AMENDMENT NO. 1 TO PROFESSIONAL

SERVICES AGREEMENT – ENGINEER SINGLE PROJECT

This will constitute authorization by the City of Leander, Texas (Owner), for WALKER PARTNERS, LLC (Engineer), to proceed with the following described engineering services.

CITY OF LEANDER
HERO WAY WEST ELEVATED STORAGE TANK

A. AMENDMENT DESCRIPTION

Walker Partners will increase their scope of design, surveying, and investigation services to include a new design alternate for the waterline to parallel CR 290 on the east side instead of the previously considered west side. Land acquisition on the east side of CR 290 may be facilitated more quickly due to new information made available during right of entry coordination. The future transportation plan will be reviewed to consider if additional ROW should be incorporated in the land acquisition efforts in the present project. Consideration of the new alternate also introduces additional landowner outreach and land acquisition support.

H. SCOPE OF SERVICES

Walker Partners will provide design and supplemental services as described in Attachment No. 1 in the attached Scope of Services.

C. DELI VERABLES

Walker Partners will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for Amendment No. 1 to the Hero Way West Elevated Storage Tank shall be based on a unit cost of the Not to Exceed amount $147,010 without prior authorization from the Owner, for a total authorized amount of $2,221,135. 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 in the shortest length of time possible. Total design phase services are anticipated to take 4 additional months. Original Project Design Phase Duration will change from 10 months to 14 months.

Owner and Walker Partners hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

ATTACHMENT NO. 1
SCOPE OF SERVICES FOR AMENDMENT NO. 1

1.0 SCOPE OF SERVICES

1.01 Task 2 – 60% Design

A. CR 290 ROW and Future Transportation Corridor Review – The City of Leander Thoroughfare Map identifies a future 74-foot-wide right of way (ROW) for CR 290 from Hero Way West to High Lonesome. Walker Partners will identify the location of the proposed waterline relative to a 74-foot-wide future ROW for CR 290 in order to meet with the City and determine if the waterline alignment and/or easement width needs to be adjusted to accommodate a future roadway widening. This Review does not include separate exhibits or conceptual roadway typical sections or corridor alignment alternatives with assignments of proposed drainage conduits/swales and/or proposed utilities (other than the proposed waterline). The future CR 290 ROW will be shown on the exhibits prepared for the additional Engineering Design Service task described below.

B. Land Acquisition Coordination and Public Involvement – The City's Land Agent required additional support from the Engineer to assist with right of entry requests from more landowners and participate in additional meetings with landowners. The Engineer has prepared for and attended three (3) meetings that were not originally scoped and two additional (2) meetings are anticipated. This task includes preparation of exhibits and attendance by the Engineer of Record at two (2) future meetings.

C. Environmental Investigation – The additional land area east of CR 290 requires additional areas for the investigation, and the project requires enrollment in the Regional Habitat Conservation Plan. A potential cemetery was identified on the east side of CR 290, and the potential location is different from the location sited on historic records (GIS) which requires additional research and field work. In order to determine the exact location of the cemetery and prevent disruption during construction, a cemetery scraping may need to be performed under a separate amendment.

D. Survey – The original scope did not include surveying both sides of CR 290. Additional survey effort is required to research title work and plot the existing encumbrances that potentially affect both sides of CR 290. Additional effort is also required to survey trees on both sides of CR 290.

E. Engineering Design Services – Preparation of a technical memorandum (TM) to document the additional evaluations contemplated under this amendment and recommend a waterline alignment along CR 290.

2.0 COMPENSATION

See Exhibit B for additional labor and fee summary.

3.0 SCHEDULE

See Exhibit C for an updated Project Schedule.

EXHIBIT B - COMPENSATION

City of Leander
Hero Way West Elevated Storage Tank and Pipelines - Amendment 01
11/22/2024
Detailed Cost Breakdown

Project Fee Summary	
Design Services	$147,010
Bid and Construction Phase Services	$0
Total Project	$147,010

Basic Services

Task	Employee	Jenkins	Archer	Noack	Sturm	Nelson	Niermann	Robles	Johnson/Miller	Gieseke	Campbell	Smith		Montemayor	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
	Position	Principal	Project Manager	QA/QC	Senior Engineer - EST	Senior Engineer - Pipelines	Civil Engineer	Project Engineer	EIT	CAD	Admin Support	Survey RPLS	Survey Field Crew	Survey Technician					
	Tasks ↓ | Current Hourly Bill Rate →	$300	$300	$275	$260	$260	$165	$145	$125	$175	$80	$195	$165	$110					
2.0	**60 Percent Design**																		
2.1	Project Management and Administration		10												10	$ 3,108	$ -	$ -	$ 3,108
2.4	Distribution Pipelines 60% Design																		
2.4.1	Surveying				4	8			8			87	110	239	456	$ 67,908	$ -	$ -	$ 67,908
2.4.2	Natural and Cultural Resources Evaluation		1	2		4			4						11	$ 2,476	$ -	$ 22,277	$ 24,753
2.5	Technical Memorandum for Amendment 01		4	4		52			40	30	5				135	$ 27,423	$ -	$ -	$ 27,423
2.6	Amd 01 - CR 290 ROW and Corridor Review				34	10									44	$ 11,852	$ -	$ -	$ 11,852
2.7	Amd 01 - Additional Land Acquisition Support and Public Involvement					30			30						60	$ 11,966	$ -	$ -	$ 11,966
	Total Basic Services Hours	**-**	**15**	**6**	**38**	**104**	**-**	**-**	**82**	**30**	**5**	**87**	**110**	**239**	**716**	**$ 124,732**	**$ -**	**$ 22,277**	**$ 147,010**
	Total Basic Services Labor Effort	**$ -**	**$ 4,662**	**$ 1,709**	**$ 10,236**	**$ 28,013**	**$ -**	**$ -**	**$ 10,619**	**$ 5,439**	**$ 414**	**$ 17,657**	**$ 18,803**	**$ 27,179**					

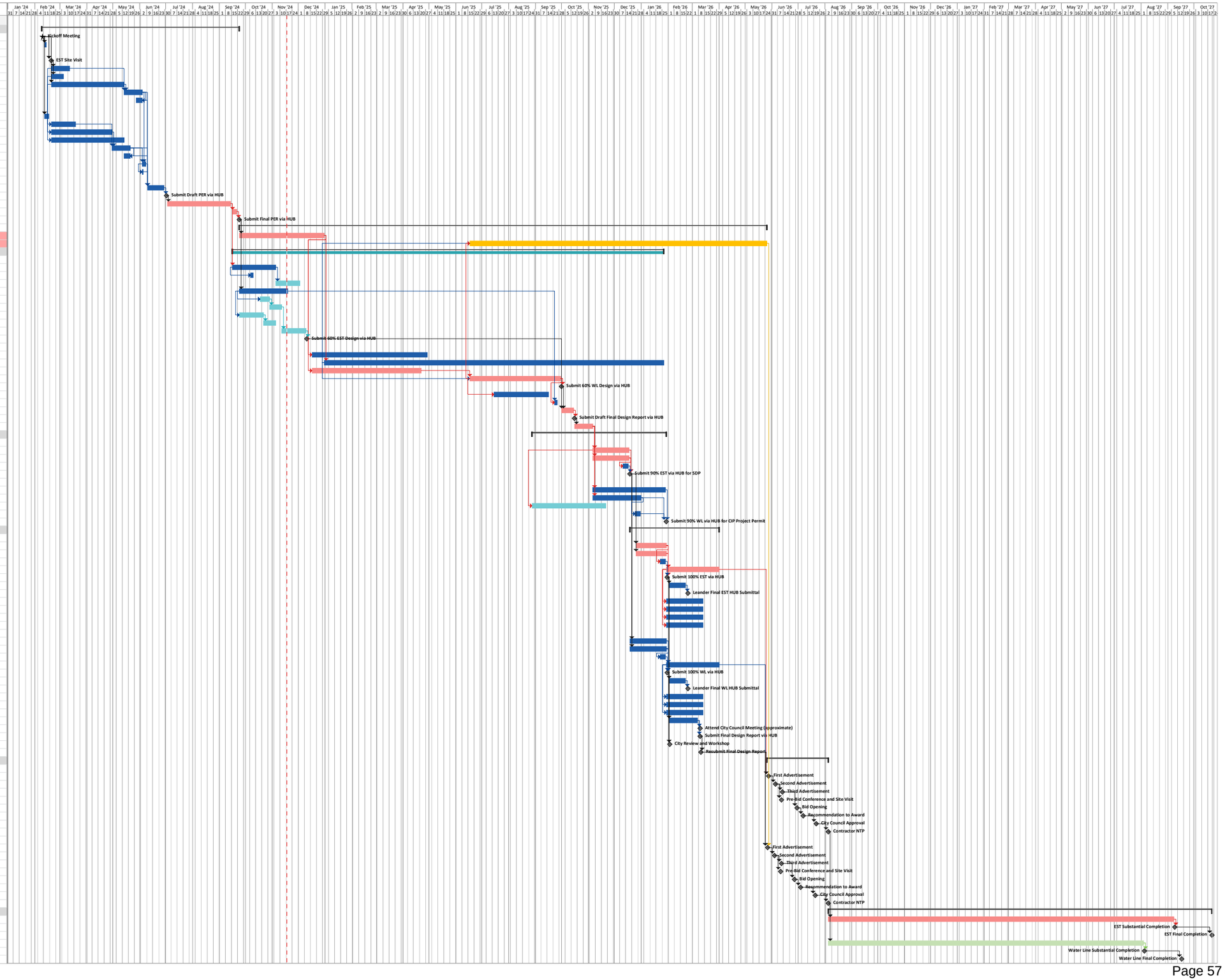
Task	Subconsultants	SWCA	Arias	Rios Group	McKim & Creed	MHB Landscape	Encotech	HOT Inspection							Total Sub Effort
2.0	**60 Percent Design**														
2.4	Distribution Pipelines 60% Design														
2.4.2	Natural and Cultural Resources Evaluation	22,277													$ 22,277
	Total Subconsultants Effort	**$ 22,277**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**							**$ 22,277**

$ -

EXHIBIT C - SCHEDULE

City of Leander
Hero Way EST and Water Lines
Project Schedule

ID	Task Name	Start	Finish	Duration
1	**Hero Way EST and Water Lines**			
2	**Task 1.0 - Preliminary Engineering**	**Fri 2/9/24**	**Mon 9/23/24**	**162 days**
3	Kickoff Meeting	Fri 2/9/24	Fri 2/9/24	**1 day**
4	PMP and Schedule Development	Mon 2/12/24	Tue 2/13/24	**2 days**
5	**EST Preliminary Engineering**	**Mon 2/19/24**	**Mon 6/3/24**	**76 days**
6	EST Site Visit	Mon 2/19/24	Mon 2/19/24	1 day
7	Surveying	Tue 2/20/24	Mon 3/11/24	15 days
8	ENV Evaluation	Tue 2/20/24	Mon 3/4/24	**10 days**
9	Hydraulic Evaluation	Tue 2/20/24	Mon 5/13/24	60 days
10	Preliminary Design	Tue 5/14/24	Mon 6/3/24	15 days
11	30% OPCC	Tue 5/28/24	Mon 6/3/24	5 days
12	**Distribution Pipeline and Fiber Optic PE**	**Mon 2/12/24**	**Mon 5/20/24**	**71 days**
13	Data Collection	Mon 2/12/24	Fri 2/16/24	5 days
14	Surveying	Tue 2/20/24	Mon 3/18/24	20 days
15	ENV Evaluation	Tue 2/20/24	Mon 4/29/24	50 days
16	Hydraulic Evaluation	Tue 2/20/24	Mon 5/13/24	60 days
17	Alignment Evaluation	Tue 4/30/24	Mon 5/20/24	15 days
18	30% OPCC	Tue 5/14/24	Mon 5/20/24	5 days
19	Regulatory Agency Coordination	Tue 6/4/24	Fri 6/7/24	4 days
20	Schedule Update	Tue 6/4/24	Tue 6/4/24	1 day
21	**Preliminary Engineering Report Development**	**Mon 6/10/24**	**Mon 9/23/24**	**76 days**
22	Draft PER Development	Mon 6/10/24	Fri 6/28/24	15 days
23	Submit Draft PER via HUB	Mon 7/1/24	Mon 7/1/24	1 day
24	City Review and PER Workshop	Wed 7/3/24	Fri 9/13/24	53 days
25	Address City Comments	Mon 9/16/24	Fri 9/20/24	5 days
26	Submit Final PER via HUB	Mon 9/23/24	Mon 9/23/24	1 day
27	**Land Acquisition (by others)**	**Tue 9/24/24**	**Mon 5/25/26**	**435 days**
28	ROE (by others)	Tue 9/24/24	Mon 12/30/24	70 days
29	Easement Acquisition (by others)	Tue 6/17/25	Mon 5/25/26	245 days
30	**Task 2.0 - 60% Design**	**Mon 9/16/24**	**Mon 1/26/26**	**356 days**
31	**EST 60% Design**	**Mon 9/16/24**	**Tue 12/10/24**	**62 days**
32	Geotechnical Investigation	Mon 9/16/24	Mon 11/4/24	36 days
33	Surveying	Mon 10/7/24	Wed 10/9/24	3 days
34	Structural Design	Tue 11/5/24	Mon 12/2/24	20 days
35	60% Design Development - EST	Tue 9/24/24	Mon 11/18/24	40 days
36	Distribute Technical Specifications to Subs and Tank Constructors f	Fri 10/18/24	Mon 10/28/24	7 days
37	Update and Complete Specs	Tue 10/29/24	Mon 11/11/24	10 days
38	Civil/Site Design	Tue 9/24/24	Mon 10/21/24	20 days
39	Landscape and Irrigation Design	Tue 10/22/24	Mon 11/4/24	10 days
40	QA/QC and updates	Tue 11/12/24	Mon 12/9/24	20 days
41	Submit 60% EST Design via HUB	Tue 12/10/24	Tue 12/10/24	1 day
42	**Distribution Pipeline and Fiber Optic 60% Design**	**Tue 12/17/24**	**Mon 1/26/26**	**290 days**
43	Geotechnical Investigation	Tue 12/17/24	Mon 4/28/25	95 days
44	Surveying	Tue 12/31/24	Mon 1/26/26	280 days
45	ENV Evaluation	Tue 12/17/24	Mon 4/21/25	90 days
46	60% Design Development - PL	Tue 6/17/25	Mon 9/29/25	75 days
47	Submit 60% WL Design via HUB	Tue 9/30/25	Tue 9/30/25	1 day
48	SUE Investigations	Tue 7/15/25	Mon 9/15/25	45 days
49	Schedule Update	Tue 9/23/25	Thu 9/25/25	3 days
50	Final Design Report Development	Wed 10/1/25	Tue 10/14/25	10 days
51	Submit Draft Final Design Report via HUB	Wed 10/15/25	Wed 10/15/25	1 day
52	City Review and Workshop	Thu 10/16/25	Wed 11/5/25	15 days
53	**Task 3.0 - 90% Design**	**Thu 8/28/25**	**Thu 1/29/26**	**111 days**
54	**EST 90% Design**	**Thu 11/6/25**	**Thu 12/18/25**	**31 days**
55	90% Drawings	Thu 11/6/25	Wed 12/17/25	30 days
56	90% Specifications	Thu 11/6/25	Wed 12/17/25	30 days
57	90% OPCC	Thu 12/11/25	Tue 12/16/25	4 days
58	Submit 90% EST via HUB for SDP	Thu 12/18/25	Thu 12/18/25	1 day
59	**Distribution Pipeline and Fiber Optic 90% Design**	**Thu 8/28/25**	**Thu 1/29/26**	**111 days**
60	90% Drawings	Thu 11/6/25	Wed 1/28/26	60 days
61	90% Specifications	Thu 11/6/25	Wed 12/31/25	40 days
62	BCCP Permit Submittal	Thu 8/28/25	Thu 11/20/25	61 days
63	90% OPCC	Thu 12/25/25	Tue 12/30/25	4 days
64	Submit 90% WL via HUB for CIP Project Permit	Thu 1/29/26	Thu 1/29/26	1 day
65	**Task 4.0 - 100% Design**	**Fri 12/19/25**	**Tue 3/31/26**	**73 days**
66	**EST 100% Design**	**Fri 12/26/25**	**Tue 3/31/26**	**68 days**
67	100% Drawings	Fri 12/26/25	Thu 1/29/26	25 days
68	100% Specifications	Fri 12/26/25	Thu 1/29/26	25 days
69	100% OPCC	Fri 1/23/26	Wed 1/28/26	4 days
70	TCEQ Plan Submittal	Fri 1/30/26	Tue 3/31/26	43 days
71	Submit 100% EST via HUB	Fri 1/30/26	Fri 1/30/26	1 day
72	Address City Comments	Mon 2/2/26	Fri 2/20/26	15 days
73	Leander Final EST HUB Submittal	Mon 2/23/26	Mon 2/23/26	1 day
74	LCRA Permit Submittal	Fri 1/30/26	Thu 3/12/26	30 days
75	Travis County Permit Submittal	Fri 1/30/26	Thu 3/12/26	30 days
76	Williamson County Permit Submittal	Fri 1/30/26	Thu 3/12/26	30 days
77	FAA Permit Submittal	Fri 1/30/26	Thu 3/12/26	30 days
78	**Distribution Pipeline and Fiber Optic 90% Design**	**Fri 12/19/25**	**Tue 3/31/26**	**73 days**
79	100% Drawings	Fri 12/19/25	Thu 1/29/26	30 days
80	100% Specifications	Fri 12/19/25	Thu 1/29/26	30 days
81	100% OPCC	Fri 1/23/26	Wed 1/28/26	4 days
82	TCEQ Plan Submittal	Fri 1/30/26	Tue 3/31/26	43 days
83	Submit 100% WL via HUB	Fri 1/30/26	Fri 1/30/26	1 day
84	Address City Comments	Mon 2/2/26	Fri 2/20/26	15 days
85	Leander Final WL HUB Submittal	Mon 2/23/26	Mon 2/23/26	1 day
86	LCRA Permit Submittal	Fri 1/30/26	Thu 3/12/26	30 days
87	Travis County Permit Submittal	Fri 1/30/26	Thu 3/12/26	30 days
88	Williamson County Permit Submittal	Fri 1/30/26	Thu 3/12/26	30 days
89	Final Design Report Development	Mon 2/2/26	Fri 3/6/26	25 days
90	Attend City Council Meeting (approximate)	Mon 3/9/26	Mon 3/9/26	1 day
91	Submit Final Design Report via HUB	Mon 3/9/26	Mon 3/9/26	1 day
92	City Review and Workshop	Mon 2/2/26	Mon 2/2/26	1 day
93	Resubmit Final Design Report	Tue 3/10/26	Tue 3/10/26	1 day
94	**Task 5.0 - Bid Phase Services**	**Tue 5/26/26**	**Tue 8/4/26**	**51 days**
95	**EST Procurement**	**Wed 5/27/26**	**Tue 8/4/26**	**50 days**
96	First Advertisement	Wed 5/27/26	Wed 5/27/26	1 day
97	Second Advertisement	Thu 6/4/26	Thu 6/4/26	1 day
98	Third Advertisement	Fri 6/12/26	Fri 6/12/26	1 day
99	Pre-Bid Conference and Site Visit	Thu 6/11/26	Thu 6/11/26	1 day
100	Bid Opening	Mon 6/29/26	Mon 6/29/26	1 day
101	Recommendation to Award	Mon 7/6/26	Mon 7/6/26	1 day
102	City Council Approval	Tue 7/21/26	Tue 7/21/26	1 day
103	Contractor NTP	Wed 7/22/26	Tue 8/4/26	10 days
104	**Water Line Procurement**	**Tue 5/26/26**	**Tue 8/4/26**	**51 days**
105	First Advertisement	Tue 5/26/26	Tue 5/26/26	1 day
106	Second Advertisement	Wed 6/3/26	Wed 6/3/26	1 day
107	Third Advertisement	Thu 6/11/26	Thu 6/11/26	1 day
108	Pre-Bid Conference and Site Visit	Wed 6/10/26	Wed 6/10/26	1 day
109	Bid Opening	Fri 6/26/26	Fri 6/26/26	1 day
110	Recommendation to Award	Fri 7/3/26	Fri 7/3/26	1 day
111	City Council Approval	Mon 7/20/26	Mon 7/20/26	1 day
112	Contractor NTP	Tue 8/4/26	Tue 8/4/26	1 day
113	**Task 6.0 - Construction Phase Services**	**Wed 8/5/26**	**Thu 10/21/27**	**317 days**
114	EST Construction	Wed 8/5/26	Tue 9/7/27	285 days
115	EST Substantial Completion	Wed 9/8/27	Wed 9/8/27	1 day
116	EST Final Completion	Thu 10/21/27	Thu 10/21/27	1 day
117	Water Line Construction	Wed 8/5/26	Tue 8/3/27	260 days
118	Water Line Substantial Completion	Wed 8/4/27	Wed 8/4/27	1 day
119	Water Line Final Completion	Thu 9/16/27	Thu 9/16/27	1 day



EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Approval of Task Order No. TR-RPS-CIPS23-019-02 for Professional Services for the proposed traffic signal at the intersection of Ronald W. Reagan Boulevard and Palmera Ridge Boulevard (CIP T.85) to RPS Infrastructure, Inc. in the amount of $113,318.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
Around October 2021, in response to the ever-increasing development and subsequent traffic concerns, the City of Leander hired Huitt-Zollars, Inc. to perform an analysis and corridor traffic study on Ronald W. Reagan Boulevard between Republic Trails and Journey Parkway and State Highway 29. Their study report, dated March 21, 2023, provided a recommendation to signalize the intersection and reconfigure pavement markings of Ronald W. Reagan Boulevard at Palmera Ridge Boulevard and Vista Heights Drive based upon December 2021 traffic counts and anticipated use of the corridor.

The City of Leander hired RPS Infrastructure, Inc. ("RPS"), from the Professional Services Agreement (PSA) pool in March 2024 to perform a Traffic Signal Warrant Analysis for the same intersection, and the resulting report dated April 19, 2024, concluded that a signal is warranted. After reviewing the warrant analysis, City staff sought a cost proposal from RPS for the engineering and design of lane configurations, street markings, pedestrian amenities, and traffic signals at the designated intersection. In response to City staff's request, RPS has provided a proposal to perform these services at a cost of $113,318.00.

These services would be Task Order No. TR-RPS-CIPS23-019-02, under the Master Professional Service Agreement NO. TR-RPS-CIPS23-019, which was fully executed on February 15, 2024, between the City of Leander and RPS to perform traffic and roadway engineering design and analysis services. These services are expected to be completed within five (5) to six (6) months after a Notice to Proceed has been issued by the City.

HISTORY/TIMELINE:
10/2024 - Contracted Huitt-Zollars, Inc.
03/2024 - Contracted RPS Infrastructure. Inc.

APPLICANT/AGENT:

RECOMMENDATION:
City staff recommends approval.

PRESENTER:
Tony Bettis, PMP, CIP Program Manager

Fiscal Impact

Amount requested:	$113,318.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	General Revenue Capital Projects

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Attachments:

1. Ronald Reagan and Palmera Ridge Blvd Signal Design Proposal - 2025-01-09

4801 Southwest Parkway,
Parkway 1, Suite 185
Austin TX 78735
T +1 512 328 5771

November 22, 2024

Emily Truman, P.E., CFM, PMP
City Engineer
City of Leander
201 N. Brushy Street
Leander, Texas 78641
(512) 528-2797
etruman@leandertx.gov

Dear Ms. Truman,

Re: Proposal for the Traffic Signal Design at Ronald Reagan Boulevard at Palmera Ridge Boulevard and Vista Heights Drive for the City of Leander, Texas

1 Introduction

Thank you for the opportunity to submit RPS Infrastructure's proposal for a traffic signal design at the intersection of Ronald Reagan Boulevard and Palmera Ridge Boulevard/Vista Heights Drive. Below are the details of the basic and optional scopes of services, deliverables, fees, and schedule to complete the work. Additional data collection or design beyond what is described may require supplemental scope.

2 Primary Scope of Work

RPS will perform design, bidding, and construction phase services for the proposed traffic signal at the intersection of Ronald Reagan Boulevard and Palmera Ridge Boulevard/Vista Heights Drive. Details of these services are provided in the following sections.

Key design elements, such as lane configurations, phasing, and pedestrian amenities, will follow the outcomes from the scoping meetings with the City on October 24th and October 31st, 2024. The meeting memos are attached to this proposal.

2.1 Topographic Survey

RPS will engage a surveyor to perform a topographic survey of the project intersection. The surveyor will identify utilities, roadways, pavement markings, and right of way on the topographic survey. The topographic survey will be obtained for the following areas:

- 500 feet north from the centerline of the Vista Heights Drive along Ronald Reagan Boulevard

- 500 feet south from the centerline of the Vista Heights Drive along Ronald Reagan Boulevard
- 500 feet west from the centerline of Ronald Reagan Boulevard along Palmera Ridge Boulevard
- 200 feet east from the centerline of Ronald Reagan Boulevard along Vista Heights Drive

2.2 Meetings, Coordination, and Site Visit

2.2.1 RPS anticipates not to exceed five (5) major project meetings (in-person or virtual).

- A Kick-off meeting with staff from both Engineering and Public Works
- A meeting after the topo survey is completed to discuss any potential impact issues discovered or review the solutions to these impacts.
- Meetings after design submittals to review comments and verify design and potential conflicts with utilities (assuming at 60%).
- A Pre-Development Meeting will be requested through the Development Hub portal. The meeting will include the reviewing departments (planning, engineering, fire, and others) in a single meeting to go over a schematic drawing and get feedback on what items could be an issue during the plan review process.

2.2.2 A site visit will be completed to verify the survey and observe existing conditions and traffic patterns.

2.2.3 Virtual or teleconference meetings, as needed, during the progression of design.

2.3 Traffic Signal Design (Advance Beacon, Ped Ramp, and SPM included)

The signal design services include designing a fully-actuated-coordinated mast-arm configured traffic signal per the City of Leander and TxDOT standards and specifications. RPS will prepare plans, bid documents, and construction cost estimates for the proposed traffic signal.

2.3.1 RPS will prepare traffic signal design plans comprising the following sheets:

- Title Sheet
- General Notes & Signal Notes
- Basis of Estimate
- Existing Conditions
- Proposed Pedestrian Curb Ramp Layout
- Proposed Signal Layout
- Proposed Electrical and Wiring Details
- Proposed Elevation View

- Proposed SIGNAL AHEAD Beacon Layout
- Proposed Signing and Striping Layout
  500 feet from the intersection for all directions (except for the Vista Heights Drive approach)
- TxDOT/City of Leander standard details

The layouts will include the configuration and location of proposed traffic signal heads, presence and advance detection, signal poles, pedestrian equipment, controller cabinet, electrical service, red light indicators, luminaires, pull boxes, conduit, and cable size (electrical schedule), street name signage, pavement markings with pedestrian crosswalk locations, stop bar lines, ADA ramps, and other required signal-related traffic signs.

2.3.2 RPS will coordinate with utility companies to resolve underground or vertical conflicts. RPS will coordinate with PEC to acquire a service outlet to provide service to power the traffic signal.

2.3.3 RPS will prepare and refine the quantities and construction cost estimates to be submitted with each review submittal (preliminary, 60%, 90%, 100%). Pay items will comply with TxDOT specifications unless otherwise noted.

RPS will provide three review submittals (60%, 90%, and 100%) and a Final Submittal to the City of Leander. RPS will perform QA/QC for each submittal. A construction time determination schedule will be developed and an updated design schedule will be submitted with each monthly invoice.

The final submittal will include the City's Plan Review process to obtain the City PICP permit and produce the required documents to obtain the City Permit. This is done through the City's Development Hub portal.

2.4 Signal Timing

RPS will develop preliminary signal timing phasing for the AM, mid-day, and PM peak during a typical weekday based on traffic counts collected for the TSWA in April 2024. It is assumed the signal will run free during non-peak hours. The lane assignment in the timing plan will be consistent with the outcomes from the scoping meetings with the City on October 31st, 2024.

2.5 Bidding Phase Services

2.5.1 RPS will prepare the bid form following the City solicitation process through the Bonfire system. Please note that the specification lists and specifications will be part of the City Permitting phase in Task 2.3.3.

2.5.2 RPS will attend one pre-bid meeting, address formally submitted questions from contractors, write the advertisement, and prepare addenda for the City of Leander as appropriate.

2.5.3 RPS will tabulate bids received, analyze the bids, and provide a recommendation letter. The City of Leander will coordinate with a local newspaper and pay for advertisements. Bid Documents will be available through the city website. RPS will not provide bid documents to contractors directly.

2.6 Construction Phase Services

2.6.1 The construction phase services will include attending one pre-construction meeting, addressing technical questions from the meeting, reviewing shop drawings for equipment, responding to Request for Information (RFI), and attending a substantial completion walk-through. RPS will provide a letter of a 'punch list' of items to be completed by the contractor.

The task includes up to two progress meetings each month, one virtual and the other in-person if needed, based on the design scope.

2.6.2 RPS will prepare record drawings upon receipt of the contractor's marked-up construction plans. The signed and sealed drawings will be revised to reflect changes made during construction as noted by the contractor.

Construction administration will be performed, documented, and filed through the City's Procore platform.

3 OPTIONAL Scope of Work

3.1 (OPTIONAL) Subsurface Utility Engineering (SUE) Level B

RPS will engage a surveyor to perform a Level-B Subsurface Utility Engineering (SUE). The quality level of data involved will stay consistent with the city requirements and the outline on the Federal Highway Administration website. This is an optional scope at the City's discretion.

4 Additional Services

Additional services, if necessary, are considered outside the scope of the basic fee. RPS will provide a proposal for additional services (if required). Though not all-inclusive, the following items are considered additional services and are not a part of the fee:

- Additional data collection not specified in the basic scope of services,
- Changes in scope requested by the Client or any other agency,
- Coordination with any agency beyond the City of Leander or utilities,

- More than three (3) meetings one (1) site visit, one (1) pre-bid, and one (1) pre-con,
- Attending Council or Commission meetings,
- Any public involvement or public meetings,
- Any analysis or design beyond the listed tasks,
- Revisions to design standards,
- Fees required by reviewing agencies,
- Advertising for Bid,
- Signal timing for periods other than AM peak, PM peak, and mid-day for typical weekday,
- Utility Modifications,
- Any other item not specifically listed in the Scope of Services,
- Reimbursable expenses associated with any additional services provided.

5 Estimated Project Schedule

RPS anticipates obtaining the topographic survey within six (6) weeks of the executed contract and notice to proceed. RPS will complete the 30% concept design before receipt of the survey. Within four (4) weeks of receipt of the survey, RPS will complete the 60% submittal. The 90% submittal shall be made within three (3) weeks. The 100% submittal shall be made within three weeks (3) after receipt of 90% review comments and review meeting with City Staff. The final submittal shall be made within three (3) weeks after receipt of 100% review comments.

We understand the 90% set will be submitted to the City's Development Hub portal to initiate the City's first full review. The following table shows the approximate date given the assumption that we received notice to proceed on January 22nd, 2025.

	Begin	Finish	Note
30% Concept	01/22/25	02/05/25	2 weeks, concurrent with the topo survey (survey for 6 weeks)
60% Design	03/06/25	04/02/25	4 weeks, no full review by the City
90% Design	04/03/25	04/24/25	3 weeks, to submit to the Development Hub portal
Final Design	04/25/25	05/30/25	5 weeks – 2 weeks for City review, 3 weeks for RPS revision
Signal Timing	06/01/25	06/22/25	3 weeks, concurrent with the Bid Phase

6 Summary of Cost

The work described above will be completed based on an hourly not-to-exceed amount as follows:

- Primary Scope - $96,783 (topo survey, bid, and construction service included)
- Primary Scope with the Optional Scope - $113,318 (the above prime scope plus the additional SUEs and coordination hours)

See attached Fee Schedule.

In closing, we appreciate the opportunity to work with you on this project and are available at your convenience to answer any questions.

Yours sincerely,
for RPS Infrastructure, Inc.

Sammy Chen, Ph.D., PE, PTOE, PTP
Traffic Team Leader
sammy.chen@tetratech.com
(281) 902-3532

EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Approval of Amendment 4 to Task Order GBA-001 with George Butler Associates, Inc., for additional professional services for the construction phase along with Procore software training, setup and integration in the amount of $65,755.00 for a total contract amount of $697,111.00 for Wastewater Lift Station No. 2 and Lift Station No. 6 (CIP WW.44); and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
This project is included in the City of Leander's CIP as WW.44 and includes collection system improvements of six (6) lift stations (LS). The project is divided into three (3) phases/parts; Phase 1 (LS #2 and LS #6), Phase 2 (LS#7 and LS#8), and Phase 3 (LS#13 and LS#14). Task Order GBA-001 with George Butler Associates, Inc. (GBA), includes design, permitting, bidding and construction services for all phases/parts of the project.

During the design, Phase 1 (LS#2 and LS#6) of the project was divided into three (3) separate projects (LS#2, LS#2 Forcemain, and LS#6) considering project complexity, permit timings, and to receive competitive bids. Phase 2, Phase 3, and LS#2 Forcemain projects have been completed, while LS#2 and LS#6 are currently in the construction phase.

Additional professional service hours are required to provide construction phase services for separate LS#2 and LS#6 projects, which includes submittal reviews, request for information reviews, site visits, progress meetings, record drawings, and project closeout documentation preparation. Additionally, coordination with the City of Cedar Park is needed as LS#6 is located within their city limits. This amendment also covers the additional efforts needed to manage project activities and documents through the Procore construction management software which the City of Leander began using during the course of these projects. The additional task hours needed are included in Amendment 4 document details.

HISTORY/TIMELINE:
01/21/2021 - Council approved contract with George Butler Associates, Inc. in the amount of $481,000.00

07/02/2021 - Director approved Amendment 1 providing for surveying services in the amount of $20,163.00.

03/16/2023 - Council approved Amendment 2 for additional design services to include floodplain analysis, detention study, latest LUE loadings in the amount of $80,373.00.

10/03/2023 - City Manager approved Amendment 3 to re-bid of Phase 2 (LS#7 and LS#8), develop and administer a separate bid package for LS #2 Forcemain, LS#2 and LS#6, and provide additional easement acquisition services for the project in the amount of $49,820.00.

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval.

PRESENTER:
Gina M. Ellison, P.E., Executive Director of Public Works

Fiscal Impact

Amount requested:	$65,755.00
Approved in current budget (Yes / No):	No
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	Utility

Attachments:

1. Amendment 4

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. GBA-001, AMENDMENT 4

This will constitute authorization by the City of Leander, Texas (Owner), for George Butler and Associates, Inc., (Engineer) to proceed with the following described engineering services.

Leander Wastewater Collection System Lift Station Improvements WW.44 Engineering Services

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A. PROJECT DESCRIPTION

The City of Leander has requested that George Butler and Associates, Inc. provide additional design services described in the scope of services.

B. SCOPE OF SERVICES

Under Amendment 4 of Task Order No. GBA-001, George Butler and Associates, Inc. will perform:

Procore Training, Setup, and Integration

Engineer performed training, setup, and integration of Procore software usage for the Leander Wastewater Collection System Lift Station Improvements project.

LS#6 Additional Construction Phase Services
Engineer will perform additional Construction Phase Services for LS#6 due to Phase 1 being separated into three bid packages.
Engineer will coordinate inspection requirements with the City of Cedar Park.

LS#2 Additional Construction Phase Services
Engineer will perform additional Construction Phase Services for LS#2 due to Phase 1 being separated into three bid packages.
Engineer will coordinate required permits with CapMetro and assist coordination with adjacent property owners.

The hours required to complete these tasks are shown in Attachment A.

C. DELIVERABLES

George Butler and Associates, Inc. will provide amended deliverables as described in the Scope of Services Section above.

D. BASIS OF COMPENSATION

The total compensation for this amendment shall be on a lump sum basis as follows:

- Procore Training, Setup, Integration: $8,401
- LS#2 Construction Phase Services: $27,326
- LS#6 Construction Phase Services: $30,028

Total: $65,755

The City shall make payments to the Engineer on a monthly billing basis in accordance with the original Proposal.

TIME FOR COMPLETION

The Engineer will work with the City and Contractor to provide services as requested based on the construction schedule. The Engineer will work expeditiously to complete the services in the shortest length of time possible.

APPROVED:	ACCEPTED:
CITY OF LEANDER, TEXAS	GEORGE BUTLER AND ASSOCIATES, INC.
By: _____	By: Frank T. Phelan
Title: _____	Title: Principal
Attest: _____	Attest: Kristi Albuski
Date: _____	Date 11/11/2024

	TASK TOTAL $	TASK TOTAL HRS	Principal	Associate	Lead AES	Senior Engineer	Project Engineer	Design Engineer
TASK 100 - Procore Training, Setup, Intergration								
Task 1 Hours		**42**	0	5	0	33.5	0	3.5
Task 1 Fee	**$8,401**		$0	$1,225	$0	$6,633	$0	$543
TASK 200 - LS#6 Additional Construction Phase Services								
Task 2 Hours		**150**	4	20	28	0	0	98
Task 2 Fee	**$27,326**		$1,160	$4,900	$6,076	$0	$0	$15,190
TASK 300 - LS#2 Additional Construction Phase Services								
Task 3 Hours		**163**	1	28	34	0	0	100
Task 3 Fee	**$30,028**		$290	$6,860	$7,378	$0	$0	$15,500
TOTAL LABOR HOURS		**355**	5	53	62	34	0	202
TOTAL FEE	**$65,755**		$1,450	$12,985	$13,454	$6,633	$0	$31,233

SUMMARY BY FIRM		
	$	**HRS**
TOTAL LABOR HOURS		**355.0**
TOTAL FEE	**$65,755**	

Procore Hours:

Phase 2

Labor Detail

Tuesday, June 18, 2024
10:56:42 AM

GEORGE BUTLER ASSOCIATES, INC.

For the period 6/1/2024 - 6/28/2024

Show Unposted		Date	Regular Hours	Overtime Hours	Total Hours	Total Billing
00909	How ley, Rebecca	9/18/2023	.50		.50	105.00
00909	How ley, Rebecca	9/24/2023	1.00		1.00	210.00
00909	How ley, Rebecca	9/26/2023	1.00		1.00	210.00
00909	How ley, Rebecca	9/27/2023	.50		.50	105.00
00909	How ley, Rebecca	10/11/2023	.50		.50	105.00
00909	How ley, Rebecca	10/12/2023	.50		.50	105.00
00909	How ley, Rebecca	1/4/2024	.50		.50	105.00
00909	How ley, Rebecca	1/23/2024	.50		.50	105.00
00909	How ley, Rebecca	3/12/2024	.50		.50	108.50
01931	Olejniczak, Amanda	9/29/2023	3.00		3.00	570.00
01931	Olejniczak, Amanda	10/2/2023	.50		.50	95.00
01931	Olejniczak, Amanda	10/3/2023	2.00		2.00	380.00
01931	Olejniczak, Amanda	10/9/2023	1.00		1.00	190.00
01931	Olejniczak, Amanda	10/11/2023	1.50		1.50	285.00
01931	Olejniczak, Amanda	10/12/2023	2.50		2.50	475.00
01931	Olejniczak, Amanda	10/17/2023	1.50		1.50	285.00
01931	Olejniczak, Amanda	10/27/2023	.50		.50	95.00
01931	Olejniczak, Amanda	11/30/2023	.50		.50	95.00
01931	Olejniczak, Amanda	12/13/2023	.50		.50	95.00
01931	Olejniczak, Amanda	12/19/2023	1.00		1.00	190.00
01931	Olejniczak, Amanda	12/21/2023	.50		.50	95.00
01931	Olejniczak, Amanda	12/22/2023	2.00		2.00	380.00
01931	Olejniczak, Amanda	12/28/2023	3.00		3.00	570.00
01931	Olejniczak, Amanda	12/29/2023	3.00		3.00	570.00
01931	Olejniczak, Amanda	1/3/2024	1.00		1.00	190.00
01931	Olejniczak, Amanda	1/4/2024	1.00		1.00	190.00
01931	Olejniczak, Amanda	1/24/2024	2.00		2.00	380.00
01931	Olejniczak, Amanda	1/29/2024	1.00		1.00	198.00

Phase 1

Labor Detail

Tuesday, June 18, 2024
10:49:20 AM

GEORGE BUTLER ASSOCIATES, INC.

For the period 6/1/2024 - 6/28/2024

Show Unposted		Date	Regular Hours	Overtime Hours	Total Hours	Total Billing
01899	Cashio, Joshua	5/21/2024	3.50		3.50	479.50
01931	Olejniczak, Amanda	12/21/2023	.50		.50	95.00
Procore set up / Coordination						
01931	Olejniczak, Amanda	12/22/2023	1.00		1.00	190.00
Procore set up						
01931	Olejniczak, Amanda	3/20/2024	4.00		4.00	792.00
Procore Specs and Submittals						

EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Acceptance of the public infrastructure improvements for Travisso Phase 4 Section 6A and 6B Reclaimed Water Irrigation to include landscaping.

BACKGROUND:
The public infrastructure improvements for the reclaimed water irrigation and landscaping that are required for the Travisso Phase 4 Section 6A and 6B subdivision have been installed, inspected, and are substantially completed. All documentation required for acceptance of this project have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed by the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two (2) year term maintenance bond.

The maintenance bond will commence the two (2) year term upon City Council acceptance, as anticipated, on January 16, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through January 16, 2027. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to ensure that any defects in materials, workmanship, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

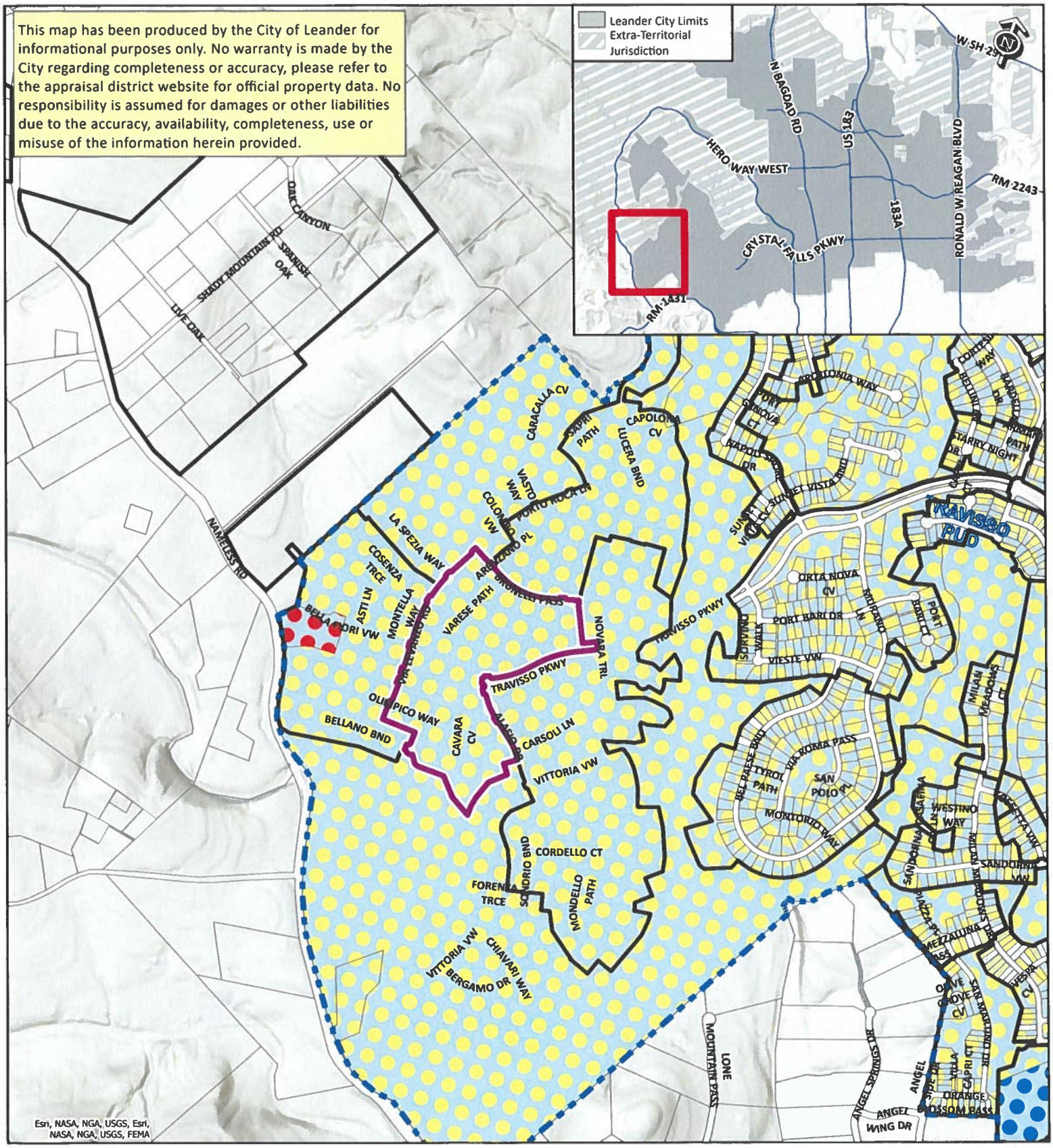
APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval of this item as presented.

PRESENTER:
Emily Truman, P.E., CFM, PMP, City Engineer,

Fiscal Impact

Attachments:
1. Travisso Ph 4 Sec 6A & 6B LS and Reclaimed Water Irrigation



SUBDIVISION ACCEPTANCE

Travisso Ph 4 Sec 6A - PICP-23-0080

City Limits

Accepted Subdivision

City of Leander Geographic Information Systems

RESIDENTIAL

SFR - Single-Family Rural

PUD LAND USE

PUD - Single-Family

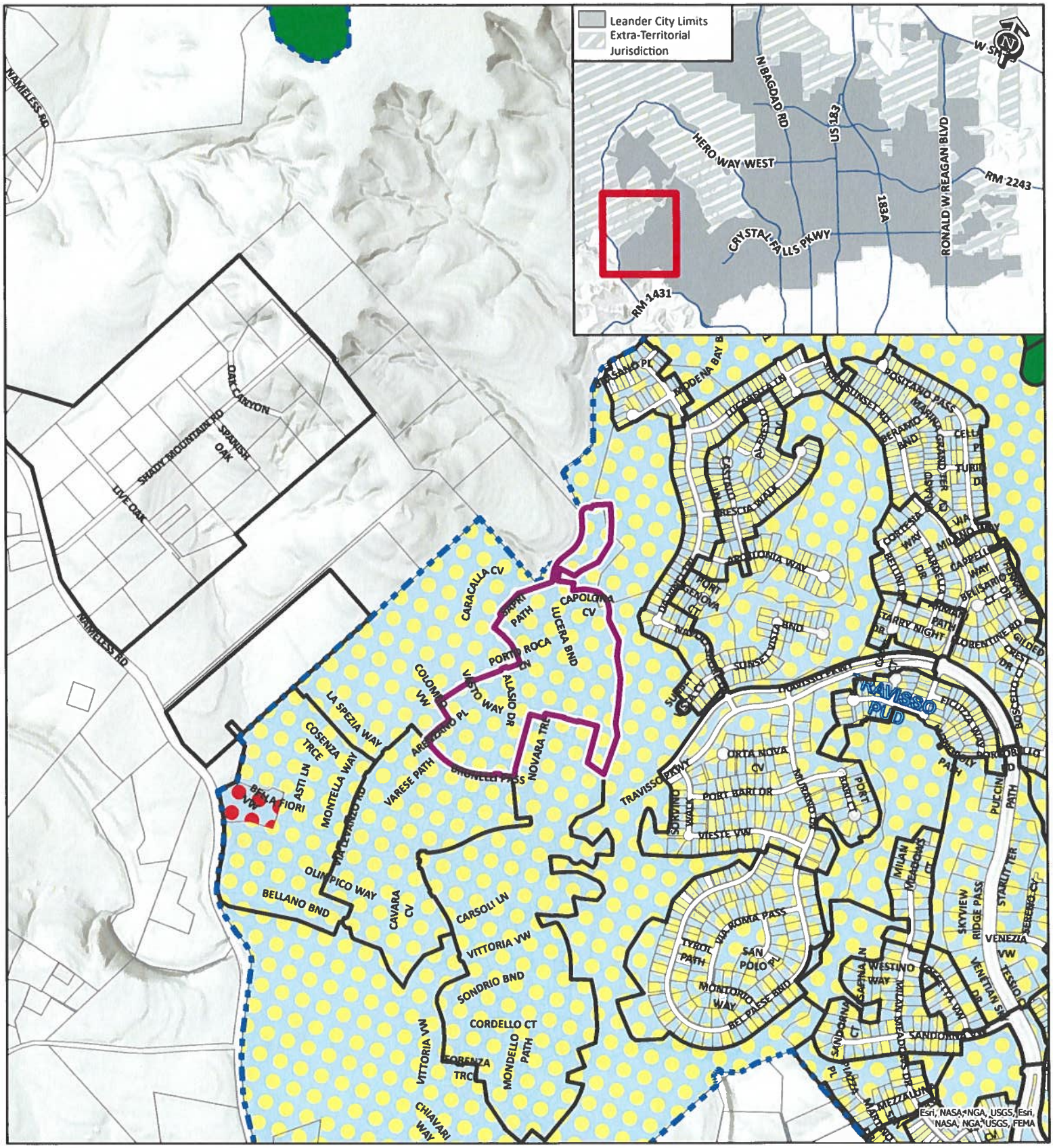
PUD - Mixed Use

PUD - General Commercial

N

0 500 1,000 2,000

Feet



SUBDIVISION ACCEPTANCE

Travisso Ph 4 Sec 6B - PICP-23-0080

City Limits

Accepted Subdivision

RESIDENTIAL

SFR - Single-Family Rural

PUD LAND USE

PUD - Single-Family

PUD - General Commercial

City of Leander Geographic Information Systems

N

0 500 1,000 2,000

Feet

PAPE-DAWSON ENGINEERS

November 20, 2024

Emily Truman, P.E., CFM
City of Leander City Engineer
P.O. Box 319
Leander, TX 78646

RE: Travisso Phase 4, Section 6A & 6B Irrigation & Landscaping
App. No.: PICP-23-0080
Engineer's Concurrence

Dear Ms. Truman,

This letter is to inform you that I, and/or my designated representative, have made a final visual observation of the above referenced project. I have also visited the site during construction and observed the installation of reclaimed water irrigation improvements. Based on these observations, I hereby certify that these improvements were completed in substantial conformance with the approved plans and specifications.

Please feel free to contact me if you need any additional information or have any further questions.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.
Texas Board of Professional Engineers, Firm Registration # 470

Michael Fisher, P.E.
Senior Vice President

11/20/24

H:\Projects\508\92\51\301 Construction Documents\Documents\Plan Processing\City\Closeout\Engineer's Concurrence\TRAVISSO PH 4 SEC 6A & 6B IRRIGATION & LANDSCAPING - ENGINEERS CONCURRENCE.docx

MAINTENANCE BOND
Subdivision Improvements

BOND No. 022240972

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Utz Environmental Services as Principal, whose address is 10948 E. Crystal Falls Pkwy, Leander, TX 78641, and The Ohio Casualty Insurance Company a Corporation organized under the laws of the State of NH, 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 Twenty-Two Thousand, Three Hundred and Forty-One And 00/100 Dollars ($22,341.00) 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 *Travisso Phase 4, Sections 6A & 6B Reclaim Water Irrigation and Landscaping Improvements Construction Plans (PICP-23-0080)* (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 the 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 8th day of November, 2024.

Utz Environmental Services	The Ohio Casualty Insurance Company
Principal	Surety
By:	By: Steven W. Dobson, Attorney-in-fact
Address:	Address:
10948 E. Crystal Falls Pkwy	7900 Windrose Ave
Leander, TX 78641	Plano, TX 75024

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

Time Insurance Agency, 1405 E. Riverside Drive, Austin, TX 78741

(Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205041 - 969219

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John W. Schuler; Patricia Ferguson; Steven W. Dobson

all of the city of Austin state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 15th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of Nov., 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual. SURETY

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

The Ohio Casualty Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: The Ohio Casualty Insurance Company **at** 206-473-6210
Online: www.LibertyMutualSuretyClaims.com
Email: HOSCL@libertymutual.com
Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Deparamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

The Ohio Casualty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: The Ohio Casualty Insurance Company **al** 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

PAPE-DAWSON ENGINEERS

October 24, 2024

Sarvesh Dhakal, P.E.
Engineer
201 N. Brushy Street
Leander, Texas 78646

RE: Travisso Phase 4, Sections 6A & 6B Irrigation & Landscaping Improvements
App. No.: PICP-23-0080
Final Cost Certification

Dear Mr. Dhakal:

Following is the information as applicable for items that will be owned and maintained by the City within this project:

Final Plat Legal Name as Recorded: Travisso Phase 4, Sections 6A & 6B.
Name on Approved Construction Documents: Travisso Phase 4, Sections 6A & 6B Reclaim Water Irrigation and Landscaping Improvements.
Name on Bank Bond for Fiscal Posting: Travisso Phase 4, Sections 6A & 6B Reclaim Water Irrigation and Landscaping Improvements (PICP-23-0080).

COST SUMMARY

Reclaimed Water Irrigation Improvements:	$	223,410.00
TOTAL	**$**	**223,410.00**

MAINTENANCE BOND

Total Improvements:	$	223,410.00
Maintenance Bond (10%)	$	22,341.00

INSPECTION FEES

Total Cost of Improvements	$	223,410.00
3.5% Inspection Fees Owed to City	$	7,819.35
Inspection Fees Paid at Submittal	$	4,592.70
Inspection Fees Paid with Revision #1	$	228.92
Inspection Fees Owed to City	**$**	**2,997.73**

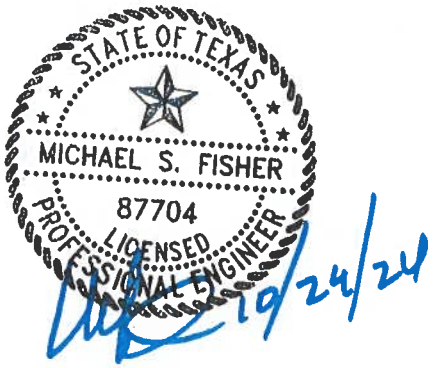
ENGINEER'S CONTACT INFORMATION

Michael Fisher, P.E.
Pape-Dawson Consulting Engineers, LLC.
10801 N. Mopac Expressway. Building 3, Suite 200
Austin, TX 78759
mfisher@pape-dawson.com
(512) 454-8711

Please call if you have any questions.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.
Texas Board of Professional Engineers, Firm Registration # 470

Michael Fisher, P.E.
Senior Vice President



H:\Projects\508\92\51\301 Construction Documents\Documents\Plan Processing\City\Closeout\Maintenance Bond\241024 TR PH 4 SEC 6A & 6B IRR - Development Cost Letter.docx

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF

Date: 11.11.2024

Developer: TAYLOR MORRISON / TRAVIS COUNTY MUD NO. 19

Contractor/Material Provider ("Affiant"): UTZ ENVIRONMENTAL SERVICES OF AUSTIN, INC.

Project: TRAVISSO PHASE 4 SECTIONS 6A & 6B

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.

SUBSCRIBED AND SWORN TO BY Affiant on this 12TH day of NOV., 2024.

Initialed: _____

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: CHRIS L. UTZ

Title: PRESIDENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared CHRIS L. UTZ, 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 12TH day of NOV., 2024

[S E A L]

KRISTI MARIE SMITH
Notary Public, State of Texas
Comm. Expires 07-31-2026
Notary ID 131664340

_____
Notary in and for the State of Texas

Name: KRISTI M. SMITH

My commission expires: 7/31/2026

Initialed: _____

EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Award of Solicitation S25-001 to Amco Pump Manufacturing, Inc., for the purchase of one (1) trailer mounted sewer bypass pump in the amount of $57,767.03; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
Funds are budgeted in the Fiscal Year 2025 budget for the purchase of one (1) trailer mounted sewer bypass pump for the Wastewater Treatment Division of the Public Works Department. A bypass pump will provide staff with the capability to temporarily divert wastewater flow around a section of a sewer line to facilitate routine maintenance, repairs, or construction activities. In addition, staff will be able to bypass flow at each of the City's thirty-one (31) lift stations when needed for regular maintenance, during pump failures, or during power outages.

Solicitation S25-001, requesting bids for trailer mounted sewer bypass pump, was issued on October 31, 2024. Five (5) bids were received and opened on December 3, 2024. Amco Pump Manufacturing, Inc., was selected as the lowest qualified bidder with a total bid amount of $57,767.03. The attached tabulation includes all five (5) bids received.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends award of Solicitation S25-001 to Amco Pump Manufacturing, Inc.

PRESENTER:
Gina M. Ellison, P.E., Executive Director of Public Works

	Fiscal Impact
Amount requested:	$57,767.03
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	Utility

Attachments:

1. AMCO Offer
2. Bid Tabulation

Amco Pump Manufacturing, Inc
4849 Cranswick, Houston, Texas 77041
T: (713) 690-7575
F: (713) 896-9009
www.amcopumps.com

QUOTATION

TO

City of Leander, Texas
Purchasing Division
105 N Brushy Street
Leander, TX 78641

Ph: -- Fax:

ATTN: Kenley Crowder

SHIP TO

Public Works
607 Municipal Dr.
Leander, TX 78641

ATTN:

In response to your inquiry, we are pleased to offer the following:

Quoted by: Johnathan Gullen

Quote No.	Date	Cust No	Your Reference	Est. Delivery	F.O.B.	Terms	Expiration
0003390	11/07/24	000753	EML110724	8-10 Weeks	FOB OUR PLANT	ADV. PAY	30 DAYS

Item	Qty	Unit Wt	UM	Part	Description	Price (USD)	Disc %	Disc Price (USD)	Ext Price (USD)
1	1		EA	APCD10344T01DE	4x4 AutoPrime KU/DE RGT W/SA 4in Flanged Suction 4in Flanged Discharge Max Flow 1300 GPM Max Head 165ft 3in Solids Handling Venturi Priming System Prime from Dry to 28ft Oil Bath Mech Seal Run Dry With Remote Monitoring Capabilities With Start/Stop Controls Function With Two 50' N/O Floats * 100gal Fuel Skid Trailer Mounted, Single Axle DOT Approved With Sound Attenuated Enclosure * 65HP Kubota T4 Engine CX-83501 Controls Inc Auto Panel AMCO Standard Factory Paint AMCO One Year Limited Warranty Includes: QTY 6 – 4-inch x 10 foot	$115,534.06	50.00	$57,767.03	$57,767.03

Amco Pump Manufacturing, Inc
4849 Cranswick, Houston, Texas 77041
T: (713) 690-7575
F: (713) 896-9009
www.amcopumps.com

QUOTATION

TO

City of Leander, Texas
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105 N Brushy Street
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ATTN: Kenley Crowder

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Item	Qty	Unit Wt	UM	Part	Description	Price (USD)	Disc %	Disc Price (USD)	Ext Price (USD)
					composite hose with Bauer flanges QTY 1 – 4-inch strainer Bauer QTY 2 – 4-inch flange Bauer male QTY 2 – 4-inch flange Bauer female QTY 1 – 90-degree elbow Bauer 4-inch Includes Delivery To: Leander Texas				
					TOTAL FOR QUOTE $				**$57,767.03**

All quotes are valid for 30 days only.

Engines Subject to Prior Sale

Please note: Customer is liable for any additional applicable sales taxes. All same-day shipping orders may be subject to an expedite fee. Payment with a credit card for any order will be subject to a 3% service fee.

Quality pumps for less. By professional pump people.

Standard Terms & Conditions of Business

For the purposes of these Terms and Conditions:

Amco Pump Manufacturing, Inc./Seller/Company: Entity that markets and sells the product and provides support and service for that product.

Customer/Buyer: Entity that buys the product or service from the seller.

Products: Any references herein to the term "products" shall include services provided by Amco Pump Manufacturing, Inc. Possession of, or access to, any Amco Pump Manufacturing, Inc. catalog, literature or websites does not constitute purchase. Amco Pump Manufacturing, Inc. reserves the right to correct publishing errors.

Prices: Prices listed do not include freight, handling fees, or taxes and/or duties, and are subject to correction or change without notice. Market Sensitive Commodity items will be priced according to current market conditions. All prices quoted herein will be subject to the prices in effect at the time of shipment. All prices are subject to change without notice. Amco Pump Manufacturing, Inc. is not responsible for any typographical errors.

Limited Warranty: Subject to the terms and conditions hereinafter set forth, The Company warrants products and parts sold by it, insofar as they are of its own manufacture, against defects of material and Workmanship, under use and service in accordance with manufacturer's written instructions, recommendations and ratings for installation, operations, maintenance and service of products, for a period of twenty-four months from the date of shipment by Company. This warranty is limited to the repair or replacement, as company may elect, of any defective parts, regarding which upon discovery of the defects the customer has given immediate written notice. Installation and transportation costs are not included. Amco Pump Manufacturing, Inc. will not be responsible for the warranty on product that is purchased from a third party manufacturer. The third party manufacturer's warranty will apply on those products. Company shall have the option of requiring the return of the defective material, transportation prepaid, for inspection. Company has not authorized anybody to make any representation or warranty other than the warranty contained herein. In case of repaired and/or rebuilt equipment at customer's request, the warranty will be six months for parts and workmanship from the date of shipment. Statistical information provided by Amco Pump Manufacturing, Inc. is derived from tables compiled by the manufacturer and is reprinted by us for your convenience. We do not assume responsibility for the accuracy of such information. Amco Pump Manufacturing, Inc. shall not be responsible for exemplary consequential, special, indirect compensatory or consequential damages. Additionally, the maximum liability for claims will not exceed the purchase price paid to Amco Pump Manufacturing, Inc.

Force Majeure: Amco Pump Manufacturing, Inc. shall not be liable for delays in delivery or performance or for failure to manufacture, deliver or perform due to (1) a cause beyond its reasonable control, or (2) an act of God, act of Customer, act of civil or military authority, governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (3) inability on account of a cause beyond the reasonable control of Amco Pump Manufacturing, Inc. to obtain necessary materials (including energy source), components, services or facilities. Quantities so affected shall be eliminated from this contract without liability, but this contract shall otherwise remain unaffected. Amco Pump Manufacturing, Inc. may during any period of shortage due to any of the above causes, allocate its supply of raw materials among its various uses therefore (e.g. manufacturing and sales) in such manner as Amco Pump Manufacturing, Inc. deems practicable and allocate its supply of such goods among such various users thereof in any manner which Amco Pump Manufacturing, Inc. deems fair and reasonable.

Prompt Disposition: Amco Pump Manufacturing, Inc. will still make a good faith effort for prompt correction or other adjustment with respect to any product, which proves to be defective within warranty period. Before returning any product, write to Amco Pump Manufacturing, Inc. at 4849 Cranswick Rd, Houston, TX 77041 or call 281-739-1003, giving date and number of original invoice, and describing defect. A Return Material Authorization (RMA) will be mailed/faxed/emailed to the customer. The customer will be responsible to return the RMA with returned product. A Return Material Authorization (RMA) must be issued by Amco Pump Manufacturing, Inc. prior to returning any Sourced Product. A restocking fee may apply to any returned Sourced Product.

Product Substitution: Products may be substituted and may not always exactly match catalog descriptions and/or images. Amco Pump Manufacturing, Inc. reserves the right to change, discontinue or modify the design and construction of any product or to substitute material originally specified.

Freight Policy and Shipping Charges: Products are shipped F.O.B. shipping point with freight costs and handling fees paid by Amco Pump Manufacturing, Inc. and charged to the customer. Other terms and conditions may apply for freight collect, export orders, hazardous materials, special handling or shipments outside the United States. Any extra charges incurred for additional services, such as customer's carrier or special handling by the carrier, must be paid by the customer. If product is damaged in transit, customer must file claim with the carrier. Shipment quoted is effective as of proposal date and will be confirmed upon receipt of order, subject to availability of materials and production space. Amco Pump Manufacturing, Inc. shall not be held responsible for delays due to causes beyond Amco Pump Manufacturing, Inc.'s control such as strikes, riots, carrier delays, etc. All merchandise becomes the property of the customer upon delivery to the carrier.

Risk of loss; Shipping: Risk of loss shall pass from Amco Pump Manufacturing, Inc. to Customer at the time the products are removed from Amco Pump Manufacturing, Inc.'s premises or, if applicable, tendered to the carrier. After risk of loss has passed to Customer, Customer shall file all claims for loss or damage with the carrier. Customer shall be liable to Amco Pump Manufacturing, Inc. for the full price of the goods, irrespective of loss or damage in transit. Amco Pump Manufacturing, Inc. shall not be required to provide freight cost receipts to Customer and freight charges may be estimated at the time of invoice. Shipping dates are estimates and Amco Pump Manufacturing, Inc. shall not be responsible if delays occur despite Amco Pump Manufacturing, Inc.'s reasonable efforts.

Payment Terms: Amco Pump Manufacturing, Inc. accepts cash, checks, money orders, Visa, MasterCard and American Express. For customers with established Amco Pump Manufacturing, Inc. credit, payments made are net 30 days, advance payment and/or wire transfer from the date of shipment or pick-up. Anticipation cash discounts are not allowed. Export orders may be subject to special export payment terms and conditions. All payments must be in U.S. dollars. Amco Pump Manufacturing, Inc. shall have the right of set-off and deduction for any sums owed, if customer fails to make payment within the set payment terms, Amco Pump Manufacturing, Inc. may defer shipments until such payment is made or may, at its option, cancel all or any part of unshipped order. Invoices are due and payable in the set payment terms. Eighteen percent (18%) interest, attorney fees and court costs will be charged on all delinquent accounts whenever applicable.

Modification of Terms: Amco Pump Manufacturing, Inc.'s acceptance of any order is subject to customer's acceptance to all of the terms and conditions set forth in Amco Pump Manufacturing, Inc.'s acknowledgement, and customer's acceptance to these terms and conditions shall be presumed from customer's receipt of Amco Pump Manufacturing, Inc.'s acknowledgement or from customer's acceptance of all or any part of goods or services ordered. No addition or modification of terms and conditions shall be binding upon Amco Pump Manufacturing, Inc. unless agreed to by Amco Pump Manufacturing, Inc. in writing. If a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained in Amco Pump Manufacturing, Inc.'s acknowledgement, Amco Pump Manufacturing, Inc.'s acceptance of any order shall not be construed as acceptance to any additional terms and conditions, nor will that constitute a waiver by Amco Pump Manufacturing, Inc., of any of the terms and conditions contained in Amco Pump Manufacturing, Inc.'s acknowledgement. The terms and conditions in Amco Pump Manufacturing, Inc.'s forms, acknowledgments, quotations, invoices, websites, and catalog sales terms and conditions are incorporated herein by reference, and constitute the entire and exclusive agreement between customer and Amco Pump Manufacturing, Inc.

Taxes: Customers are responsible for all applicable taxes or for providing a valid sales tax exempt certificate.

Credit Balance: Customer agrees that any credit balances issued will he applied within one (1) year of its issuance. If not applied or requested within one (1) year, any balance remaining will be subject to cancellation, and Amco Pump Manufacturing, Inc. shall have no further liability.

Cancellation: Any cancellation must be approved by Amco Pump Manufacturing, Inc. and may be subject to restocking and other charges. Orders cannot be cancelled by Customer under any circumstances without the customer first reaching an agreement in writing with Amco Pump Manufacturing, Inc. covering all damages. In every event written permission must be secured prior to returning goods for credit.

BID TABULATION				VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4		VENDOR #5	
IFB NO: S25-001				*AMCO Pump Manufacturing*		*BBA Pumps Inc.*		*MWI Pumps*		*United Rentals*		*Barco Pump Company*	
DESCRIPTION: Trailer Mounted Sewer Bypass Pump													
BID OPENING DATE & TIME: Dec. 3, 2024 @ 3:00 PM CST													
Item #	**Bid Item(s) Description**	**Quantity**	**UOM**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
1	Trailer Mounted Sewer Bypass Pump	1	Each	$57,767.03	$57,767.03	$57,803.00	$57,803.00	$59,150.00	$59,150.00	$62,166.00	$62,166.00	$68,495.00	$68,495.00
2	Delivery Fee (if any)	1	Each	$0.00	$0.00	$3,475.00	$3,475.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00		$0.00
				Total:	$57,767.03	Total:	$61,278.00	Total:	$61,650.00	Total:	$64,666.00	Total:	$68,495.00

Recommended for Award: *AMCO Pump Manufacturing*

EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Award of Solicitation CIPS24-012 to Patin Construction, LLC, for construction services to construct an extension of San Gabriel Parkway eastward from County Road 270 to Ronald W. Reagan Boulevard, between Palmera Ridge and the new Palmera Bluff, in the amount of $6,912,964.00 for San Gabriel Parkway Phase 2 (CIP T.11); authorize the City Manager to execute any and all necessary documents; and authorize City Manager to approve change orders up to $50,000.00 with a total amount of change orders not to exceed twenty (20%) percent of original contract amount.

BACKGROUND:
In 2018, City of Leander endeavored to construct an extension of San Gabriel Parkway eastward from County Road 270 to Ronald W. Reagan Boulevard, between Palmera Ridge and the new Palmera Bluff. In 2019, based upon the development agreement, the center section, Phase 1, of this road was constructed first, completed by 2020.

Phase 2, the eastern section connecting to Ronald W. Reagan Boulevard, began design shortly afterwards, with the design completed by the end of 2022. At that time, funds for the Phase 2 construction were reallocated to the construction of Raider Way, which came in at twice its budget. Certificates of Obligation (COs) were approved in May 2024 to finance the construction of San Gabriel Parkway Phase 2. The design documents were reviewed and updated for current compliance during Summer 2024. Solicitation CIPS24-012 was issued in August 2024 for the procurement of the Construction Services for San Gabriel Parkway Phase 2.

The solicitation was announced through:
- The Hill Country News,
- City of Leander Bonfire website,
- Civcast,
- Bidnet,
- State of Texas ESBD website (statewide notice), and
- Williamson County CMBL and HUB vendor notification.

One thousand seventy-six (1,076) vendors were notified directly of the solicitation. Eight (8) responses were received and opened on October 17, 2024. After a review of each of the respondent's submittal, the evaluation team recommends Patin Construction, LLC, for award.

Pursuant to Section 4.02 of the contract, construction will be substantially complete within 570 days of the date work is required to begin as specified by the Notice to Proceed issued by the City of Leander. This section also specifies that the project will be completed, and the contractor will be ready to receive final payment within 600 days from the date work is required to begin as specified by the Notice to Proceed. Liquidated damages may be assessed by the City should the contractor fail to meet project milestones and timelines.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends the award of Solicitation CIPS24-012 to Patin Construction LLC.

PRESENTER:
Tony Bettis, PMP, CIP Program Manager

Fiscal Impact

Amount requested:	$6,912,964.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	CO Series 2024-A

Attachments:

1. Contract Agreement T.11- v2- Patin signed
2. Consultant's Recommendation Letter
3. T.11 Map

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF LEANDER, a Texas Municipal Corporation** ("Owner") and **Patin Construction LLC** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improvements including, but not limited to, the extension of San Gabriel Parkway by approximately 2,200 feet eastward, from the existing section in Palmera Bluff to Ronald W. Reagan Boulevard.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **San Gabriel Parkway Phase 2**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Freese and Nichols, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Freese and Nichols, Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **five hundred and seventy (570) days** from the date the Work is required to commence as stated in the Notice to Proceed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **six hundred (600) days** from the date the Work is required to commence as stated in the Notice to Proceed**.**

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner one-thousand five-hundred dollars **$1,500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner one-thousand five-hundred dollars **$1,500.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. *Milestones:* Contractor shall pay Owner one-thousand five-hundred dollars **$1,500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
Roadway Items					
TxDOT 100 6002	PREPARING ROW	STA	22.00	$4,000.00	$88,000.00
TxDOT 110 6001	EXCAVATION (ROADWAY)	CY	17986.00	$18.00	$323,748.00
TxDOT 132 6002	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	12766.00	$10.00	$127,660.00
TxDOT 160 6004	FURNISHING AND PLACING TOPSOIL (6")	SY	7627.00	$4.00	$30,508.00
TxDOT 164 6027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	7627.00	$1.00	$7,627.00
TxDOT 166 6001	FERTILIZER	AC	0.17	$2,000.00	$340.00
TxDOT 168 6001	VEGETATIVE WATERING	MG	55.00	$100.00	$5,500.00
TxDOT 247 6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	3789.00	$75.00	$284,175.00
TxDOT 310 6009	PRIME COAT (MC-30)	GAL	1934.00	$6.00	$11,604.00
TxDOT 340 6011	D-GR HMA(SQ) TY-B PG64-22	TON	1736.00	$150.00	$260,400.00
TxDOT 340 6048	D-GR HMA(SQ) TY-C SAC-B PG70-22	TON	1110.00	$172.00	$190,920.00
TxDOT 420 6002	CL A CONC (MISC)	CY	6.00	$1,000.00	$6,000.00
TxDOT 432 6001	RIPRAP (CONC)(4 IN)	CY	84.00	$500.00	$42,000.00
TxDOT 450 6051	RAIL (HANDRAIL) (TY E)	LF	275.00	$190.00	$52,250.00
TxDOT 450 6103	RAIL (TY PR11)	LF	345.00	$200.00	$69,000.00
TxDOT 500 6001	MOBILIZATION	LS	1.00	$100,000.00	$100,000.00
TxDOT 502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	20	$2,500.00	$50,000.00
TxDOT 512 6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	600.00	$70.00	$42,000.00
TxDOT 512 6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	60.00	$90.00	$5,400.00
TxDOT 529 6008	CONC CURB & GUTTER (TY II)	LF	4335.00	$20.00	$86,700.00
TxDOT 529 6015	CONC CURB (TY C1)	LF	60.00	$20.00	$1,200.00
TxDOT 529 6027	CONC CURB (TY C2)	LF	41.00	$20.00	$820.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
TxDOT 529 XXXX	CONC CURB (TY C3)	LF	244.00	$20.00	$4,880.00
TxDOT 530 6004	DRIVEWAYS (CONC)	SY	28.00	$120.00	$3,360.00
TxDOT 531 6003	CONC SIDEWALKS (6")	SY	112.00	$65.00	$7,280.00
TxDOT 531 XXXX	CONC SIDEWALKS (14")	SY	246.00	$65.00	$15,990.00
TxDOT 531 6004	CURB RAMPS (TY 1)	EA	2.00	$2,500.00	$5,000.00
TxDOT 560 6025	RELOCATE EXISTING MAILBOX	EA	1.00	$500.00	$500.00
TxDOT 5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	11678.00	$3.00	$35,034.00
COA 432S-4	CONC SIDEWALK, 4 IN THICKNESS	SF	19575.00	$7.00	$137,025.00
TxDOT 100 6XXX	Preparing ROW (Clear and Grub)	AC	1.25	$25,000.00	$31,250.00
Retaining Walls					
TxDOT 403 6001	TEMPORARY SPL SHORING	SF	20.00	$1,000.00	$20,000.00
TxDOT 411 6001	ROCK NAIL ANCHORS	LF	17160.00	$67.00	$1,149,720.00
TxDOT 423 6002	RETAINING WALL (MSE) (ASHLAR STONE FIN)	SF	2707.00	$110.00	$297,770.00
TxDOT 423 6023	RETAINING WALL (ROCK NAILED)(FACIA)	SF	10653.00	$82.00	$873,546.00
TxDOT 432 6045	RIPRAP (MOW STRIP) (4 IN)	CY	41.00	$500.00	$20,500.00
TxDOT 450 6036	RAIL (TY C411)	LF	430.00	$200.00	$86,000.00
TxDOT 450 6103	RAIL (TY PR11)	LF	732.00	$200.00	$146,400.00
Drainage Items					
TxDOT 420 6002	CL A CONC (MISC)	CY	4.00	$1,000.00	$4,000.00
TxDOT 420 6009	CL A CONC (COLLAR)	EA	1.00	$1,000.00	$1,000.00
TxDOT 420 6011	CL B CONC (FLUME)	CY	375.00	$500.00	$187,500.00
TxDOT 432 6002	RIPRAP CONC (5 IN)	CY	8.00	$1,000.00	$8,000.00
TxDOT 432 6026	RIPRAP (STONE COMMON)(DRY)(18 IN)	CY	60.00	$200.00	$12,000.00
TxDOT 459 6009	GABIONS (3' X 3')(GALV)	CY	6.00	$300.00	$1,800.00
TxDOT 464 6003	RC PIPE (CL III)(18 IN)	LF	958.00	$80.00	$76,640.00
TxDOT 464 6005	RC PIPE (CL III)(24 IN)	LF	226.00	$95.00	$21,470.00
TxDOT 464 6007	RC PIPE (CL III)(30 IN)	LF	84.00	$140.00	$11,760.00
TxDOT 464 6012	RC PIPE (CL III)(60 IN)	LF	80.00	$600.00	$48,000.00
TxDOT 466 6209	WINGWALL (SW - 0) (HW=6 FT)	EA	1.00	$25,000.00	$25,000.00
TxDOT 467 6008	SET (TY I) (30 IN) (3: 1) (C)	EA	1.00	$5,000.00	$5,000.00
TxDOT 467 6495	SET (TY II) (60 IN) (RCP) (3: 1) (C)	EA	2.00	$7,500.00	$15,000.00
COA 120S-B	EXCAVATION (CHANNEL)	CY	1032.00	$30.00	$30,960.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
COA 506	4' DIA MANHOLE	EA	9.00	$7,500.00	$67,500.00
COA 508S	COA 508S-TY C CURB INLET 10FT	EA	3.00	$10,000.00	$30,000.00
COA 508S	COA 508S-TY C CURB INLET 15FT	EA	2.00	$12,500.00	$25,000.00
COA 509S-1	TRENCH EXCAVATION PROTECTION	LF	1268.00	$5.00	$6,340.00
COA 620S	GEOTEXTILE FABRIC	SY	149.00	$10.00	$1,490.00
CONTECH1	43'X180' DETENTION UNIT	EA	1.00	$320,000.00	$320,000.00
CONTECH2	JELLYFISH FILTER JFPD0808-596075-080	EA	1.00	$165,000.00	$165,000.00
CONTECH3	JELLYFISH FILTER 8'X8' JELLYFISH - 596075-010	EA	1.00	$140,000.00	$140,000.00
TxDOT 401 6001	Flowable Backfill	CY	495.6	$300.00	$148,680.00
COA 509S-1X	Trench Excavation Protection (Dewatering)	DAY	30	$500.00	$15,000.00
SW3P Items					
TxDOT 169 6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	SY	158.00	$5.00	$790.00
TxDOT 7012 6001	CURB INLET SEDIMENTATION PROTECTION	LF	88.00	$150.00	$13,200.00
COA 639S	ROCK BERM	LF	172.00	$50.00	$8,600.00
COA 641S	STABALIZED CONSTRUCTION ENTRANCE	EA	2.00	$1,800.00	$3,600.00
COA 642S	SILT FENCE FOR EROSION CONTROL	LF	2984.00	$4.00	$11,936.00
TxDOT 4091 XXXX	Dewatering Bags	EA	5	$500.00	$2,500.00
Sign and Pavement Marking Items					
TxDOT 644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	13.00	$1,500.00	$19,500.00
TxDOT 636 6001	ALUMINUM SIGNS (TY A)	SF	72.00	$50.00	$3,600.00
TxDOT 6666167	REFL PAV MRK TY II (W) 4" (BRK)	LF	270.00	$2.00	$540.00
TxDOT 666 6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	143.00	$2.00	$286.00
TxDTO 666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	2358.00	$2.00	$4,716.00
TxDOT 666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1303.00	$3.00	$3,909.00
TxDOT 666 6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	1171.00	$5.00	$5,855.00
TxDOT 666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	259.00	$10.00	$2,590.00
TxDOT 666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	12.00	$250.00	$3,000.00
TxDOT 666 6192	REFL PAV MRK TY II (W) (WORD)	EA	7.00	$350.00	$2,450.00
TxDOT 666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	4653.00	$2.00	$9,306.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
TxDOT 666 6212	REFL PAV MRK TY II (Y) 12" (SLD)	LF	495.00	$5.00	$2,475.00
TxDOT 672 6007	REFL PAV MRKR TY I-C	EA	51.00	$10.00	$510.00
TxDOT 672 6009	REFL PAV MRKR TY II-A-A	EA	45.00	$10.00	$450.00
TxDOT 672 6010	REFL PAV MRKR TY II-C-R	EA	4.00	$10.00	$40.00
TxDOT 6120 6001	DEAD END ROADWAY BARRICADE	LF	48.00	$50.00	$2,400.00
Electrical Items					
COL 402-1	25' ILLUMINATION POLE	EA	15.00	$3,500.00	$52,500.00
COL 402-1	ILLUMINATION ARM	EA	30.00	$1,500.00	$45,000.00
COL 402-2	ILLUMINATION POLE BASE	EA	15.00	$2,000.00	$30,000.00
COL 402-10	ELECTRICAL PULLBOXES	EA	15.00	$2,000.00	$30,000.00
TxDOT 618 6046	CONDT (PVC) (SCH 80) (2")	LF	2315.00	$25.00	$57,875.00
TxDOT 620 6009	ELEC CONDR (NO.6) BARE	LF	2465.00	$5.00	$12,325.00
TxDOT 620 6010	ELEC CONDR (NO.6) INSULATED	LF	7940.00	$5.00	$39,700.00
COL 402-6	ELECTRICAL SERVICE	LS	1.00	$15,000.00	$15,000.00
TxDOT 401 6001	Flowable Backfill	CY	1.1	$500.00	$550.00
Signal Items					
TxDOT 416 6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	12.00	$400.00	$4,800.00
TxDOT 416 6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	66.00	$850.00	$56,100.00
TxDOT618 6023	CONDT (PVC) (SCH 40) (2")	LF	32.00	$23.00	$736.00
TxDOT 618 6029	CONDT (PVC) (SCH 40) (3")	LF	92.00	$30.00	$2,760.00
TxDOT 618 6033	CONDT (PVC) (SCH 40) (4")	LF	183.00	$70.00	$12,810.00
TxDOT 618 6034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	347.00	$100.00	$34,700.00
TxDOT 620 6009	ELEC CONDR (NO.6) BARE	LF	719.00	$3.00	$2,157.00
TxDOT 620 6010	ELEC CONDR (NO.6) INSULATED	LF	1142.00	$4.00	$4,568.00
TxDOT 621 6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	672.00	$10.00	$6,720.00
TxDOT 624 6010	GROUND BOX TY D (162922)W/APRON	EA	4.00	$4,500.00	$18,000.00
TxDOT 628 6213	ELC SRV TY D 120/240 100(NS)AL(E)PS(U)	EA	1.00	$16,000.00	$16,000.00
TxDOT 680 6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1.00	$52,000.00	$52,000.00
TxDOT 682 6001	VEH SIG SEC (12")LED(GRN)	EA	6.00	$450.00	$2,700.00
TxDOT 682 6002	VEH SIG SEC (12")LED(GRN ARW)	EA	1.00	$450.00	$450.00
TxDOT 682 6003	VEH SIG SEC (12")LED(YEL)	EA	6.00	$450.00	$2,700.00
TxDOT 682 6004	VEH SIG SEC (12")LED(YEL ARW)	EA	2.00	$450.00	$900.00

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
TxDOT 682 6005	VEH SIG SEC (12")LED(RED)	EA	7.00	$450.00	$3,150.00
TxDOT 682 6007	VEH SIG SEC (12")LED(GRN U-TURN ARW)	EA	1.00	$450.00	$450.00
TxDOT 682 6008	VEH SIG SEC (12")LED(YEL U-TURN ARW)	EA	1.00	$450.00	$450.00
TxDOT 682 6009	VEH SIG SEC (12")LED(RED U-TURN ARW)	EA	1.00	$450.00	$450.00
TxDOT 682 6016	VEH SIG SEC (12")LED(HOUSING ONLY)	EA	25.00	$450.00	$11,250.00
TxDOT 682 6018	PED SIG SEC (LED)(COUNTDOWN)	EA	2.00	$450.00	$900.00
TxDOT 682 6023	BACK PLATE (12")(3 SEC)	EA	7.00	$400.00	$2,800.00
TxDOT 682 6024	BACK PLATE (12")(4 SEC)	EA	1.00	$450.00	$450.00
TxDOT 684 6028	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)	LF	542.00	$4.00	$2,168.00
TxDOT 684 6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	320.00	$4.00	$1,280.00
TxDOT 684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	570.00	$5.00	$2,850.00
TxDOT 684 6042	TRF SIG CBL (TY A)(14 AWG)(16 CONDR)	LF	502.00	$10.00	$5,020.00
TxDOT 686 6059	INS TRF SIG PL AM(S) 1 ARM (55') LUM	EA	3.00	$58,000.00	$174,000.00
TxDOT 687 6001	PED POLE ASSEMBLY	EA	2.00	$1,700.00	$3,400.00
TxDOT 688 6001	PED DETECT PUSH BUTTON (APS)	EA	2.00	$1,250.00	$2,500.00
COL 6266/6033	MSDS EQUIP & SET UP	EA	1.00	$5,000.00	$5,000.00
Tree Protection Items					
COL 303-2	TREE PROTECTION	LF	3053.00	$5.00	$15,265.00
Alternatives/ Add-Ons					
TxDOT 110 XXXX	EXCAVATION (IMPORTED LIMESTONE FLEX BASE)	CY	771	$35.00	$26,985.00
TxDOT 552 6003	Roadway - Fence: WIRE FENCE (TY C)	LF	1710	$25.00	$42,750.00
TxDOT 552 6005	Roadway - Fence: GATE (TY 1)	EA	2	$3,500.00	$7,000.00
TxDOT 340 6011	Roadway - Driveways: D-GR HMA(SQ) TY-B PG64-22	TON	5.6	$500.00	$2,800.00
TxDOT 420 6002	Roadway - Driveways: CL A CONC (MISC)	CY	14.6	$700.00	$10,220.00
TxDOT 247 6041	Roadway - Driveways: FL BS (CMP IN PLC) (TYA GR1-2)(FNAL POS)	CY	17	$75.00	$1,275.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					**$6,912,964.00**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) **Six million nine hundred twelve thousand nine hundred sixty-four dollars zero cents [$6,912,964.00].**

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, as may be provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).

b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Five (5)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **4.25%** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. Evidence of Insurance
4. Standard General Conditions. Edits highlighted.
5. City of Leander Standard Definitions, Terms and Conditions
6. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. Drawings listed on the attached sheet index.
8. IFB Bid documents.
9. Addenda No. 1
10. Addenda No. 2
11. Addenda No. 3
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Project Schedule
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above) and the terms and conditions of the Contract Documents are incorporated by reference and made part of this Agreement.

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

B. Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

C. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.

D. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.

E. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary,

majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

F. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

G. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

H. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

I. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (https://www.ethics.state.tx.us/filinginfo/1295/). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

J. Pursuant to Subchapter J, Chapter 552, Texas Government Code, Contractor shall:

i. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement;

ii. Promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the entity on request of the City; and

iii. On completion of the Agreement, either:

1. Provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Contractor; or

2. Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. "Contracting information" includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance."

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date of the last signature and full execution of this agreement.

Owner:

CITY OF LEANDER
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Todd Parton
(typed or printed)

Title: City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

Contractor:

Patin Construction LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 11/27/24
(date signed)

Name: Tim Patin
(typed or printed)

Title: President
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: CHIEF ESTIMATOR
(typed or printed)

Address for giving notices:

3800 W. 2nd Street

Taylor, TX 76574

Designated Representative:

Name: Jeff Birkhead
(typed or printed)

Title: Chief Estimator
(typed or printed)

Address:

3800 W. 2nd Street

Taylor, TX 76574

Phone: 512-269-1071

Email: jeff@patincon.com

License No.: _____
(where applicable)

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

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E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer and Owner's Inspector timely notice of readiness of the Work (or specific parts thereof), at a minimum 48 hours, for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

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right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer and Owner's Inspector for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents, including an updated CPM project schedule, evidence of as-built notations in the Construction Documents, and all updated logs.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably and securely stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other

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documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Owner shall pay 80% of the value of the materials and equipment until installed, at which time, Owner shall pay 100%, minus retained amounts.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement and set at 5%

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Thirty days after approval of the Application for Payment by Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use and substantially complete per the Contract Documents, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer and Owner issue a

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certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer or Owner does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer and Owner's Inspector considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected within 30 calendar days and prior to final payment..

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor,

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Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all duly pending Change Proposals and Claims; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor

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that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's and Owner's Inspector's observation of the Work during construction and final inspection, and Engineer's and Owner's Inspector's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer and Owner's Inspector is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's approval of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

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15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents or material manufacturer), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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November 20, 2024

Tony Bettis, PMP
CIP Program Manager
City of Leander, Capital Improvements Program
201 N. Brushy Street
Leander. Texas 78641

Re: San Gabriel Parkway Phase 2
20-CIP-2007
Contract Award Recommendation

Dear Mr. Bettis:

Freese & Nichols, Inc. (FNI) has tabulated and evaluated the eight (8) bids submitted for the above referenced project for irregularities and mathematical errors. Based on our review of the bids, Patin Construction has submitted the lowest bid with a bid total of $6,912,964.00 which includes the base bid and alternatives/add-ons. Attached is a summary of the bid tabulations.

Assuming that Patin Construction is found by the City of Leander to be a responsible bidder capable of adequately performing the work in the project, FNI recommends awarding the San Gabriel Parkway Phase 2 project, in the amount of $6,912,964.00 to Patin Construction.

Please feel free to contact me at (210) 298-3817 if you have any questions.

Sincerely,

Chris Trevino, PE, CCM

cc:

Attachments

[LND15545] T:\3.0 DESIGN\3.06 Bid Phase\Phase 2\10-17-2024 Bid Documents

Bid Tab - San Gabriel Parkway Phase 2
20-CIP-2007
Bids Opened: 10/17/2024
Prepared by City of Leander & Freese & Nichols, Inc.

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	C.C. Carlton Industries, LTD	TOTAL	Capital Excavation	TOTAL	Cash Construction	TOTAL
Roadway											
TxDOT 100 6002	PREPARING ROW	STA	22.00	$ 6,500.00	$ 143,000.00	$ 14,500.00	$ 319,000.00	$ 5,200.00	$ 114,400.00	$ 5,675.00	$ 124,850.00
TxDOT 110 6001	EXCAVATION (ROADWAY)	CY	17986.00	$ 29.50	$ 530,587.00	$ 17.35	$ 312,057.10	$ 30.00	$ 539,580.00	$ 16.00	$ 287,776.00
TxDOT 132 6002	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	12766.00	$ 21.00	$ 268,086.00	$ 4.00	$ 51,064.00	$ 15.35	$ 195,958.10	$ 5.00	$ 63,830.00
TxDOT 160 6004	FURNISHING AND PLACING TOPSOIL (6")	SY	7627.00	$ 9.00	$ 68,643.00	$ 3.15	$ 24,025.05	$ 9.40	$ 71,693.80	$ 2.50	$ 19,067.50
TxDOT 164 6027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	7627.00	$ 1.00	$ 7,627.00	$ 1.50	$ 11,440.50	$ 0.65	$ 4,957.55	$ 0.50	$ 3,813.50
TxDOT 166 6001	FERTILIZER	AC	0.17	$ 6,750.00	$ 1,147.50	$ 6,500.00	$ 1,105.00	$ 2,250.00	$ 382.50	$ 1,300.00	$ 221.00
TxDOT 168 6001	VEGETATIVE WATERING	MG	55.00	$ 100.00	$ 5,500.00	$ 165.00	$ 9,075.00	$ 56.00	$ 3,080.00	$ 78.00	$ 4,290.00
TxDOT 247 6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	3789.00	$ 110.00	$ 416,790.00	$ 56.50	$ 214,078.50	$ 59.00	$ 223,551.00	$ 79.00	$ 299,331.00
TxDOT 310 6009	PRIME COAT (MC-30)	GAL	1934.00	$ 9.00	$ 17,406.00	$ 5.25	$ 10,153.50	$ 4.90	$ 9,476.60	$ 7.00	$ 13,538.00
TxDOT 340 6011	D-GR HMA(SQ) TY-B PG64-22	TON	1736.00	$ 125.00	$ 217,000.00	$ 110.00	$ 190,960.00	$ 101.00	$ 175,336.00	$ 120.00	$ 208,320.00
TxDOT 340 6048	D-GR HMA(SQ) TY-C SAC-B PG70-22	TON	1110.00	$ 140.00	$ 155,400.00	$ 127.00	$ 140,970.00	$ 117.00	$ 129,870.00	$ 140.00	$ 155,400.00
TxDOT 420 6002	CL A CONC (MISC)	CY	6.00	$ 700.00	$ 4,200.00	$ 700.00	$ 4,200.00	$ 1,500.00	$ 9,000.00	$ 820.00	$ 4,920.00
TxDOT 432 6001	RIPRAP (CONC)(4 IN)	CY	84.00	$ 730.00	$ 61,320.00	$ 705.00	$ 59,220.00	$ 1,210.00	$ 101,640.00	$ 1,290.00	$ 108,360.00
TxDOT 450 6051	RAIL (HANDRAIL) (TY E)	LF	275.00	$ 250.00	$ 68,750.00	$ 160.00	$ 44,000.00	$ 173.00	$ 47,575.00	$ 174.00	$ 47,850.00
TxDOT 450 6103	RAIL (TY PR11)	LF	345.00	$ 125.00	$ 43,125.00	$ 172.00	$ 59,340.00	$ 139.00	$ 47,955.00	$ 180.00	$ 62,100.00
TxDOT 500 6001	MOBILIZATION	LS	1.00	$ 326,317.70	$ 326,317.70	$ 380,000.00	$ 380,000.00	$ 872,000.00	$ 872,000.00	$ 398,500.00	$ 398,500.00
TxDOT 502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	20.00	$ 11,500.00	$ 230,000.00	$ 1,200.00	$ 24,000.00	$ 5,400.00	$ 108,000.00	$ 3,610.00	$ 72,200.00
TxDOT 512 6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	600.00	$ 80.00	$ 48,000.00	$ 123.00	$ 73,800.00	$ 100.00	$ 60,000.00	$ 121.50	$ 72,900.00
TxDOT 512 6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	60.00	$ 73.00	$ 4,380.00	$ 117.00	$ 7,020.00	$ 100.00	$ 6,000.00	$ 114.50	$ 6,870.00
TxDOT 529 6008	CONC CURB & GUTTER (TY II)	LF	4335.00	$ 45.00	$ 195,075.00	$ 18.00	$ 78,030.00	$ 23.50	$ 101,872.50	$ 21.50	$ 93,202.50
TxDOT 529 6015	CONC CURB (TY C1)	LF	60.00	$ 150.00	$ 9,000.00	$ 75.00	$ 4,500.00	$ 300.00	$ 18,000.00	$ 233.50	$ 14,010.00
TxDOT 529 6027	CONC CURB (TY C2)	LF	41.00	$ 170.00	$ 6,970.00	$ 300.00	$ 12,300.00	$ 400.00	$ 16,400.00	$ 307.50	$ 12,607.50
TxDOT 529 XXXX	CONC CURB (TY C3)	LF	244.00	$ 400.00	$ 97,600.00	$ 325.00	$ 79,300.00	$ 790.00	$ 192,760.00	$ 489.50	$ 119,438.00
TxDOT 530 6004	DRIVEWAYS (CONC)	SY	28.00	$ 135.00	$ 3,780.00	$ 200.00	$ 5,600.00	$ 270.00	$ 7,560.00	$ 168.00	$ 4,704.00
TxDOT 531 6003	CONC SIDEWALKS (6")	SY	112.00	$ 120.00	$ 13,440.00	$ 85.50	$ 9,576.00	$ 79.30	$ 8,881.60	$ 108.00	$ 12,096.00
TxDOT 531 XXXX	CONC SIDEWALKS (14")	SY	246.00	$ 180.00	$ 44,280.00	$ 196.50	$ 48,339.00	$ 193.00	$ 47,478.00	$ 304.50	$ 74,907.00
TxDOT 531 6004	CURB RAMPS (TY 1)	EA	2.00	$ 3,000.00	$ 6,000.00	$ 1,300.00	$ 2,600.00	$ 2,840.00	$ 5,680.00	$ 1,790.00	$ 3,580.00
TxDOT 560 6025	RELOCATE EXISTING MAILBOX	EA	1.00	$ 950.00	$ 950.00	$ 490.00	$ 490.00	$ 460.00	$ 460.00	$ 700.35	$ 700.35
TxDOT 5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	11678.00	$ 4.00	$ 46,712.00	$ 4.50	$ 52,551.00	$ 4.40	$ 51,383.20	$ 6.50	$ 75,907.00
COA 432S-4	CONC SIDEWALK, 4 IN THICKNESS	SF	19575.00	$ 9.00	$ 176,175.00	$ 6.50	$ 127,237.50	$ 7.70	$ 150,727.50	$ 8.40	$ 164,430.00
TxDOT 100 6XXX	Preparing ROW (Clear and Grub)	AC	1.25	$ 8,000.00	$ 10,000.00	$ 34,000.00	$ 42,500.00	$ 3,930.00	$ 4,912.50	$ 7,500.00	$ 9,375.00
TxDOT 403 6001	TEMPORARY SPL SHORING	SF	20.00	$ 70.00	$ 1,400.00	$ 600.00	$ 12,000.00	$ 440.00	$ 8,800.00	$ 42.00	$ 840.00
TxDOT 411 6001	ROCK NAIL ANCHORS	LF	17160.00	$ 37.00	$ 634,920.00	$ 47.50	$ 815,100.00	$ 64.20	$ 1,101,672.00	$ 69.00	$ 1,184,040.00
TxDOT 423 6002	RETAINING WALL (MSE) (ASHLAR STONE FIN)	SF	2707.00	$ 45.00	$ 121,815.00	$ 84.15	$ 227,794.05	$ 220.00	$ 595,540.00	$ 125.00	$ 338,375.00
TxDOT 423 6023	RETAINING WALL (ROCK NAILED)(FACIA)	SF	10653.00	$ 56.00	$ 596,568.00	$ 95.00	$ 1,012,035.00	$ 135.00	$ 1,438,155.00	$ 91.00	$ 969,423.00
TxDOT 432 6045	RIPRAP (MOW STRIP) (4 IN)	CY	41.00	$ 830.00	$ 34,030.00	$ 535.00	$ 21,935.00	$ 1,230.00	$ 50,430.00	$ 1,570.00	$ 64,370.00
TxDOT 450 6036	RAIL (TY C411)	LF	430.00	$ 300.00	$ 129,000.00	$ 280.00	$ 120,400.00	$ 239.00	$ 102,770.00	$ 363.50	$ 156,305.00
TxDOT 450 6103	RAIL (TY PR11)	LF	732.00	$ 170.00	$ 124,440.00	$ 172.00	$ 125,904.00	$ 149.00	$ 109,068.00	$ 180.00	$ 131,760.00
TxDOT 420 6002	CL A CONC (MISC)	CY	4.00	$ 700.00	$ 2,800.00	$ 500.00	$ 2,000.00	$ 3,250.00	$ 13,000.00	$ 830.50	$ 3,322.00
TxDOT 420 6009	CL A CONC (COLLAR)	EA	1.00	$ 1,900.00	$ 1,900.00	$ 1,000.00	$ 1,000.00	$ 4,080.00	$ 4,080.00	$ 2,180.00	$ 2,180.00
TxDOT 420 6011	CL B CONC (FLUME)	CY	375.00	$ 1,000.00	$ 375,000.00	$ 1,315.00	$ 493,125.00	$ 1,410.00	$ 528,750.00	$ 1,610.00	$ 603,750.00
TxDOT 432 6002	RIPRAP CONC (5 IN)	CY	8.00	$ 900.00	$ 7,200.00	$ 1,000.00	$ 8,000.00	$ 880.00	$ 7,040.00	$ 2,040.00	$ 16,320.00
TxDOT 432 6026	RIPRAP (STONE COMMON)(DRY)(18 IN)	CY	60.00	$ 330.00	$ 19,800.00	$ 150.00	$ 9,000.00	$ 410.00	$ 24,600.00	$ 98.50	$ 5,910.00
TxDOT 459 6009	GABIONS (3' X 3')(GALV)	CY	6.00	$ 250.00	$ 1,500.00	$ 500.00	$ 3,000.00	$ 440.00	$ 2,640.00	$ 413.50	$ 2,481.00
TxDOT 464 6003	RC PIPE (CL III)(18 IN)	LF	958.00	$ 125.00	$ 119,750.00	$ 96.00	$ 91,968.00	$ 100.00	$ 95,800.00	$ 113.50	$ 108,733.00
TxDOT 464 6005	RC PIPE (CL III)(24 IN)	LF	226.00	$ 160.00	$ 36,160.00	$ 140.00	$ 31,640.00	$ 169.00	$ 38,194.00	$ 142.00	$ 32,092.00
TxDOT 464 6007	RC PIPE (CL III)(30 IN)	LF	84.00	$ 200.00	$ 16,800.00	$ 240.00	$ 20,160.00	$ 236.00	$ 19,824.00	$ 179.50	$ 15,078.00
TxDOT 464 6012	RC PIPE (CL III)(60 IN)	LF	80.00	$ 470.00	$ 37,600.00	$ 630.00	$ 50,400.00	$ 480.00	$ 38,400.00	$ 514.00	$ 41,120.00
TxDOT 466 6209	WINGWALL (SW - 0) (HW=6 FT)	EA	1.00	$ 15,150.00	$ 15,150.00	$ 15,375.00	$ 15,375.00	$ 30,600.00	$ 30,600.00	$ 46,000.00	$ 46,000.00
TxDOT 467 6008	SET (TY I) (30 IN) (3: 1) (C)	EA	1.00	$ 3,200.00	$ 3,200.00	$ 3,640.00	$ 3,640.00	$ 12,300.00	$ 12,300.00	$ 4,230.00	$ 4,230.00
TxDOT 467 6495	SET (TY II) (60 IN) (RCP) (3: 1) (C)	EA	2.00	$ 15,000.00	$ 30,000.00	$ 7,975.00	$ 15,950.00	$ 17,500.00	$ 35,000.00	$ 13,000.00	$ 26,000.00
COA 120S-B	EXCAVATION (CHANNEL)	CY	1032.00	$ 14.50	$ 14,964.00	$ 17.50	$ 18,060.00	$ 33.50	$ 34,572.00	$ 38.00	$ 39,216.00
COA 506	4' DIA MANHOLE	EA	9.00	$ 10,000.00	$ 90,000.00	$ 7,850.00	$ 70,650.00	$ 7,600.00	$ 68,400.00	$ 7,560.00	$ 68,040.00
COA 508S	COA 508S-TY C CURB INLET 10FT	EA	3.00	$ 7,500.00	$ 22,500.00	$ 10,450.00	$ 31,350.00	$ 8,500.00	$ 25,500.00	$ 11,000.00	$ 33,000.00
COA 508S	COA 508S-TY C CURB INLET 15FT	EA	2.00	$ 9,300.00	$ 18,600.00	$ 11,600.00	$ 23,200.00	$ 12,000.00	$ 24,000.00	$ 15,000.00	$ 30,000.00

Bid Tab - San Gabriel Parkway Phase 2

20-CIP-2007

Bids Opened: 10/17/2024

Prepared by City of Leander & Freese & Nichols, Inc.

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	C.C. Carlton Industries, LTD	TOTAL	Capital Excavation	TOTAL	Cash Construction	TOTAL
COA 509S-1	TRENCH EXCAVATION PROTECTION	LF	1268.00	$ 7.00	$ 8,876.00	$ 1.00	$ 1,268.00	$ 7.55	$ 9,573.40	$ 3.50	$ 4,438.00
COA 620S	GEOTEXTILE FABRIC	SY	149.00	$ 14.00	$ 2,086.00	$ 25.00	$ 3,725.00	$ 22.15	$ 3,300.35	$ 4.50	$ 670.50
CONTECH1	43'X180' DETENTION UNIT	EA	1.00	$ 430,000.00	$ 430,000.00	$ 687,400.00	$ 687,400.00	$ 587,000.00	$ 587,000.00	$ 590,000.00	$ 590,000.00
CONTECH2	JELLYFISH FILTER JFPD0808-596075-080	EA	1.00	$ 130,000.00	$ 130,000.00	$ 123,000.00	$ 123,000.00	$ 140,000.00	$ 140,000.00	$ 130,000.00	$ 130,000.00
CONTECH3	JELLYFISH FILTER 8'X8' JELLYFISH - 596075-010	EA	1.00	$ 130,000.00	$ 130,000.00	$ 153,000.00	$ 153,000.00	$ 109,000.00	$ 109,000.00	$ 170,000.00	$ 170,000.00
TxDOT 401 6001	Flowable Backfill	CY	495.60	$ 280.00	$ 138,768.00	$ 270.00	$ 133,812.00	$ 280.00	$ 138,768.00	$ 242.50	$ 120,183.00
COA 509S-1X	Trench Excavation Protection (Dewatering)	DAY	30.00	$ 1,000.00	$ 30,000.00	$ 2,890.00	$ 86,700.00	$ 850.00	$ 25,500.00	$ 1,350.00	$ 40,500.00
TxDOT 169 6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	SY	158.00	$ 2.50	$ 395.00	$ 15.00	$ 2,370.00	$ 3.80	$ 600.40	$ 7.50	$ 1,185.00
TxDOT 7012 6001	CURB INLET SEDIMENTATION PROTECTION	LF	88.00	$ 16.00	$ 1,408.00	$ 7.50	$ 660.00	$ 10.25	$ 902.00	$ 10.00	$ 880.00
COA 639S	ROCK BERM	LF	172.00	$ 50.00	$ 8,600.00	$ 45.00	$ 7,740.00	$ 45.95	$ 7,903.40	$ 27.50	$ 4,730.00
COA 641S	STABALIZED CONSTRUCTION ENTRANCE	EA	2.00	$ 2,100.00	$ 4,200.00	$ 3,000.00	$ 6,000.00	$ 2,000.00	$ 4,000.00	$ 1,160.00	$ 2,320.00
COA 642S	SILT FENCE FOR EROSION CONTROL	LF	2984.00	$ 6.00	$ 17,904.00	$ 5.00	$ 14,920.00	$ 4.60	$ 13,726.40	$ 3.50	$ 10,444.00
TxDOT 4091 XXXX	Dewatering Bags	EA	5.00	$ 3,500.00	$ 17,500.00	$ 1,200.00	$ 6,000.00	$ 1,210.00	$ 6,050.00	$ 290.00	$ 1,450.00
TxDOT 644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	13.00	$ 930.00	$ 12,090.00	$ 1,050.00	$ 13,650.00	$ 1,000.00	$ 13,000.00	$ 1,150.00	$ 14,950.00
TxDOT 636 6001	ALUMINUM SIGNS (TY A)	SF	72.00	$ 44.00	$ 3,168.00	$ 29.00	$ 2,088.00	$ 26.90	$ 1,936.80	$ 31.00	$ 2,232.00
TxDOT 6666167	REFL PAV MRK TY II (W) 4" (BRK)	LF	270.00	$ 0.20	$ 54.00	$ 0.85	$ 229.50	$ 0.80	$ 216.00	$ 0.90	$ 243.00
TxDOT 666 6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	143.00	$ 0.75	$ 107.25	$ 1.00	$ 143.00	$ 0.90	$ 128.70	$ 1.05	$ 150.15
TxDTO 666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	2358.00	$ 0.15	$ 353.70	$ 0.75	$ 1,768.50	$ 0.70	$ 1,650.60	$ 0.80	$ 1,886.40
TxDOT 666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1303.00	$ 0.35	$ 456.05	$ 1.45	$ 1,889.35	$ 1.35	$ 1,759.05	$ 1.50	$ 1,954.50
TxDOT 666 6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	1171.00	$ 1.50	$ 1,756.50	$ 2.30	$ 2,693.30	$ 2.15	$ 2,517.65	$ 2.50	$ 2,927.50
TxDOT 666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	259.00	$ 3.10	$ 802.90	$ 4.60	$ 1,191.40	$ 4.30	$ 1,113.70	$ 5.10	$ 1,320.90
TxDOT 666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	12.00	$ 65.00	$ 780.00	$ 145.00	$ 1,740.00	$ 134.00	$ 1,608.00	$ 150.00	$ 1,800.00
TxDOT 666 6192	REFL PAV MRK TY II (W) (WORD)	EA	7.00	$ 70.00	$ 490.00	$ 173.00	$ 1,211.00	$ 161.00	$ 1,127.00	$ 190.00	$ 1,330.00
TxDOT 666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	4653.00	$ 0.15	$ 697.95	$ 0.75	$ 3,489.75	$ 0.70	$ 3,257.10	$ 0.80	$ 3,722.40
TxDOT 666 6212	REFL PAV MRK TY II (Y) 12" (SLD)	LF	495.00	$ 2.00	$ 990.00	$ 2.30	$ 1,138.50	$ 2.15	$ 1,064.25	$ 2.50	$ 1,237.50
TxDOT 672 6007	REFL PAV MRKR TY I-C	EA	51.00	$ 4.50	$ 229.50	$ 11.50	$ 586.50	$ 10.75	$ 548.25	$ 13.00	$ 663.00
TxDOT 672 6009	REFL PAV MRKR TY II-A-A	EA	45.00	$ 4.00	$ 180.00	$ 11.50	$ 517.50	$ 10.75	$ 483.75	$ 13.00	$ 585.00
TxDOT 672 6010	REFL PAV MRKR TY II-C-R	EA	4.00	$ 4.25	$ 17.00	$ 11.50	$ 46.00	$ 10.75	$ 43.00	$ 13.00	$ 52.00
TxDOT 6120 6001	DEAD END ROADWAY BARRICADE	LF	48.00	$ 110.00	$ 5,280.00	$ 56.00	$ 2,688.00	$ 52.40	$ 2,515.20	$ 44.00	$ 2,112.00
COL 402-1	25' ILLUMINATION POLE	EA	15.00	$ 1,400.00	$ 21,000.00	$ 2,295.00	$ 34,425.00	$ 2,170.00	$ 32,550.00	$ 2,800.00	$ 42,000.00
COL 402-1	ILLUMINATION ARM	EA	30.00	$ 1,300.00	$ 39,000.00	$ 1,490.00	$ 44,700.00	$ 1,410.00	$ 42,300.00	$ 452.50	$ 13,575.00
COL 402-2	ILLUMINATION POLE BASE	EA	15.00	$ 3,500.00	$ 52,500.00	$ 2,770.00	$ 41,550.00	$ 2,620.00	$ 39,300.00	$ 3,320.00	$ 49,800.00
COL 402-10	ELECTRICAL PULLBOXES	EA	15.00	$ 1,600.00	$ 24,000.00	$ 2,185.00	$ 32,775.00	$ 2,060.00	$ 30,900.00	$ 1,350.00	$ 20,250.00
TxDOT 618 6046	CONDT (PVC) (SCH 80) (2")	LF	2315.00	$ 17.00	$ 39,355.00	$ 27.00	$ 62,505.00	$ 25.65	$ 59,379.75	$ 25.00	$ 57,875.00
TxDOT 620 6009	ELEC CONDR (NO.6) BARE	LF	2465.00	$ 1.85	$ 4,560.25	$ 2.20	$ 5,423.00	$ 2.10	$ 5,176.50	$ 2.50	$ 6,162.50
TxDOT 620 6010	ELEC CONDR (NO.6) INSULATED	LF	7940.00	$ 2.90	$ 23,026.00	$ 2.25	$ 17,865.00	$ 2.25	$ 17,865.00	$ 2.70	$ 21,438.00
COL 402-6	ELECTRICAL SERVICE	LS	1.00	$ 13,800.00	$ 13,800.00	$ 11,500.00	$ 11,500.00	$ 10,800.00	$ 10,800.00	$ 10,000.00	$ 10,000.00
TxDOT 401 6001	Flowable Backfill	CY	1.10	$ 280.00	$ 308.00	$ 950.00	$ 1,045.00	$ 900.00	$ 990.00	$ 1,300.00	$ 1,430.00
TxDOT 416 6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	12.00	$ 415.00	$ 4,980.00	$ 455.00	$ 5,460.00	$ 430.00	$ 5,160.00	$ 600.00	$ 7,200.00
TxDOT 416 6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	66.00	$ 600.00	$ 39,600.00	$ 655.00	$ 43,230.00	$ 620.00	$ 40,920.00	$ 1,000.00	$ 66,000.00
TxDOT618 6023	CONDT (PVC) (SCH 40) (2")	LF	32.00	$ 13.00	$ 416.00	$ 24.50	$ 784.00	$ 22.95	$ 734.40	$ 50.00	$ 1,600.00
TxDOT 618 6029	CONDT (PVC) (SCH 40) (3")	LF	92.00	$ 26.00	$ 2,392.00	$ 28.00	$ 2,576.00	$ 26.50	$ 2,438.00	$ 60.00	$ 5,520.00
TxDOT 618 6033	CONDT (PVC) (SCH 40) (4")	LF	183.00	$ 30.00	$ 5,490.00	$ 31.00	$ 5,673.00	$ 29.50	$ 5,398.50	$ 35.00	$ 6,405.00
TxDOT 618 6034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	347.00	$ 54.00	$ 18,738.00	$ 101.00	$ 35,047.00	$ 95.60	$ 33,173.20	$ 130.00	$ 45,110.00
TxDOT 620 6009	ELEC CONDR (NO.6) BARE	LF	719.00	$ 1.80	$ 1,294.20	$ 2.20	$ 1,581.80	$ 2.10	$ 1,509.90	$ 2.70	$ 1,941.30
TxDOT 620 6010	ELEC CONDR (NO.6) INSULATED	LF	1142.00	$ 2.90	$ 3,311.80	$ 2.35	$ 2,683.70	$ 2.25	$ 2,569.50	$ 3.00	$ 3,426.00
TxDOT 621 6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	672.00	$ 2.40	$ 1,612.80	$ 4.25	$ 2,856.00	$ 3.90	$ 2,620.80	$ 3.50	$ 2,352.00
TxDOT 624 6010	GROUND BOX TY D (162922)W/APRON	EA	4.00	$ 1,645.00	$ 6,580.00	$ 2,310.00	$ 9,240.00	$ 2,180.00	$ 8,720.00	$ 3,200.00	$ 12,800.00
TxDOT 628 6213	ELC SRV TY D 120/240 100(NS)AL(E)PS(U)	EA	1.00	$ 5,833.00	$ 5,833.00	$ 11,425.00	$ 11,425.00	$ 10,800.00	$ 10,800.00	$ 10,000.00	$ 10,000.00
TxDOT 680 6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1.00	$ 34,000.00	$ 34,000.00	$ 36,300.00	$ 36,300.00	$ 34,400.00	$ 34,400.00	$ 50,000.00	$ 50,000.00
TxDOT 682 6001	VEH SIG SEC (12")LED(GRN)	EA	6.00	$ 260.00	$ 1,560.00	$ 380.00	$ 2,280.00	$ 360.00	$ 2,160.00	$ 470.00	$ 2,820.00
TxDOT 682 6002	VEH SIG SEC (12")LED(GRN ARW)	EA	1.00	$ 250.00	$ 250.00	$ 380.00	$ 380.00	$ 360.00	$ 360.00	$ 470.00	$ 470.00
TxDOT 682 6003	VEH SIG SEC (12")LED(YEL)	EA	6.00	$ 275.00	$ 1,650.00	$ 380.00	$ 2,280.00	$ 360.00	$ 2,160.00	$ 470.00	$ 2,820.00
TxDOT 682 6004	VEH SIG SEC (12")LED(YEL ARW)	EA	2.00	$ 260.00	$ 520.00	$ 380.00	$ 760.00	$ 360.00	$ 720.00	$ 470.00	$ 940.00
TxDOT 682 6005	VEH SIG SEC (12")LED(RED)	EA	7.00	$ 255.00	$ 1,785.00	$ 380.00	$ 2,660.00	$ 360.00	$ 2,520.00	$ 470.00	$ 3,290.00
TxDOT 682 6007	VEH SIG SEC (12")LED(GRN U-TURN ARW)	EA	1.00	$ 236.00	$ 236.00	$ 445.00	$ 445.00	$ 420.00	$ 420.00	$ 500.00	$ 500.00

Bid Tab - San Gabriel Parkway Phase 2

20-CIP-2007

Bids Opened: 10/17/2024

Prepared by City of Leander & Freese & Nichols, Inc.

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	C.C. Carlton Industries, LTD	TOTAL	Capital Excavation	TOTAL	Cash Construction	TOTAL
TxDOT 682 6008	VEH SIG SEC (12")LED(YEL U-TURN ARW)	EA	1.00	$ 236.00	$ 236.00	$ 445.00	$ 445.00	$ 420.00	$ 420.00	$ 500.00	$ 500.00
TxDOT 682 6009	VEH SIG SEC (12")LED(RED U-TURN ARW)	EA	1.00	$ 221.00	$ 221.00	$ 445.00	$ 445.00	$ 420.00	$ 420.00	$ 500.00	$ 500.00
TxDOT 682 6016	VEH SIG SEC (12")LED(HOUSING ONLY)	EA	25.00	$ 330.00	$ 8,250.00	$ 87.00	$ 2,175.00	$ 81.90	$ 2,047.50	$ 2.00	$ 50.00
TxDOT 682 6018	PED SIG SEC (LED)(COUNTDOWN)	EA	2.00	$ 612.00	$ 1,224.00	$ 1,145.00	$ 2,290.00	$ 1,080.00	$ 2,160.00	$ 1,100.00	$ 2,200.00
TxDOT 682 6023	BACK PLATE (12")(3 SEC)	EA	7.00	$ 62.00	$ 434.00	$ 175.00	$ 1,225.00	$ 164.00	$ 1,148.00	$ 210.00	$ 1,470.00
TxDOT 682 6024	BACK PLATE (12")(4 SEC)	EA	1.00	$ 75.00	$ 75.00	$ 200.00	$ 200.00	$ 186.00	$ 186.00	$ 240.00	$ 240.00
TxDOT 684 6028	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)	LF	542.00	$ 1.85	$ 1,002.70	$ 2.00	$ 1,084.00	$ 1.80	$ 975.60	$ 2.00	$ 1,084.00
TxDOT 684 6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	320.00	$ 2.00	$ 640.00	$ 2.20	$ 704.00	$ 2.10	$ 672.00	$ 3.00	$ 960.00
TxDOT 684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	570.00	$ 2.62	$ 1,493.40	$ 2.35	$ 1,339.50	$ 2.25	$ 1,282.50	$ 3.50	$ 1,995.00
TxDOT 684 6042	TRF SIG CBL (TY A)(14 AWG)(16 CONDR)	LF	502.00	$ 4.50	$ 2,259.00	$ 6.80	$ 3,413.60	$ 6.45	$ 3,237.90	$ 6.00	$ 3,012.00
TxDOT 686 6059	INS TRF SIG PL AM(S) 1 ARM (55') LUM	EA	3.00	$ 41,500.00	$ 124,500.00	$ 38,800.00	$ 116,400.00	$ 36,700.00	$ 110,100.00	$ 41,000.00	$ 123,000.00
TxDOT 687 6001	PED POLE ASSEMBLY	EA	2.00	$ 2,070.00	$ 4,140.00	$ 2,830.00	$ 5,660.00	$ 2,680.00	$ 5,360.00	$ 1,500.00	$ 3,000.00
TxDOT 688 6001	PED DETECT PUSH BUTTON (APS)	EA	2.00	$ 830.00	$ 1,660.00	$ 3,760.00	$ 7,520.00	$ 3,550.00	$ 7,100.00	$ 3,400.00	$ 6,800.00
COL 6266/6033	MSDS EQUIP & SET UP	EA	1.00	$ 7,043.56	$ 7,043.56	$ 33,130.00	$ 33,130.00	$ 31,400.00	$ 31,400.00	$ 39,000.00	$ 39,000.00
COL 303-2	TREE PROTECTION	LF	3053.00	$ 5.15	$ 15,722.95	$ 4.50	$ 13,738.50	$ 7.15	$ 21,828.95	$ 5.00	$ 15,265.00
Sub Totals					**$ 7,146,247.71**		**$ 7,491,102.60**		**$ 9,399,382.85**		**$ 8,220,447.00**
Prep ROW Percentage of Bid Subtotal					2.0%		4.3%		1.2%		1.5%
Mobilization Percentage of Bid Subtotal					4.6%		5.1%		9.3%		4.8%
Combined Mobilization and Prep ROW Total					6.6%		9.3%		10.5%		6.4%

Bid Tab - San Gabriel Parkway Phase 2

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ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	C.C. Carlton Industries, LTD	TOTAL	Capital Excavation	TOTAL	Cash Construction	TOTAL
Alternatives/Add-Ons											
TxDOT 110 XXXX	EXCAVATION (IMPORTED LIMESTONE FLEX BASE)	CY	771	$ 30.00	$ 23,130.00	$ 43.50	$ 33,538.50	$ 32.35	$ 24,941.85	$ 28.00	$ 21,588.00
TxDOT 552 6003	Roadway - Fence: WIRE FENCE (TY C)	LF	1710	$ 25.00	$ 42,750.00	$ 30.00	$ 51,300.00	$ 24.25	$ 41,467.50	$ 26.00	$ 44,460.00
TxDOT 552 6005	Roadway - Fence: GATE (TY 1)	EA	2	$ 1,900.00	$ 3,800.00	$ 1,910.00	$ 3,820.00	$ 3,110.00	$ 6,220.00	$ 1,600.00	$ 3,200.00
TxDOT 340 6011	Roadway - Driveways: D-GR HMA(SQ) TY-B PG64-22	TON	5.6	$ 125.00	$ 700.00	$ 570.00	$ 3,192.00	$ 480.00	$ 2,688.00	$ 600.00	$ 3,360.00
TxDOT 420 6002	Roadway - Driveways: CL A CONC (MISC)	CY	14.6	$ 650.00	$ 9,490.00	$ 950.00	$ 13,870.00	$ 1,050.00	$ 15,330.00	$ 750.00	$ 10,950.00
TxDOT 247 6041	Roadway - Driveways: FL BS (CMP IN PLC) (TYA GR1-2)(FNAL POS)	CY	17	$ 275.00	$ 4,675.00	$ 150.00	$ 2,550.00	$ 390.00	$ 6,630.00	$ 95.00	$ 1,615.00
Sub Totals					**$ 84,545.00**		**$ 108,270.50**		**$ 97,277.35**		**$ 85,173.00**
Grand Total					**$ 7,230,792.71**		**$ 7,599,373.10**		**$ 9,496,660.20**		**$ 8,305,620.00**
Prep ROW Percentage of Bid Total					2.0%		4.2%		1.2%		1.5%
Mobilization Percentage of Bid Total					4.5%		5.0%		9.2%		4.8%
Combined Mobilization and Prep ROW Total					6.5%		9.2%		10.4%		6.3%

Bid Tab - San Gabriel Parkway Phase 2

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Bids Opened: 10/17/2024

Prepared by City of Leander & Freese & Nichols, Inc.

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	Joe Bland Construction, L.P.	TOTAL	Jordan Foster Construction LLC	TOTAL	Liberty Civil Construction	TOTAL
Roadway											
TxDOT 100 6002	PREPARING ROW	STA	22.00	$ 6,500.00	$ 143,000.00	$ 5,000.00	$ 110,000.00	$ 22,000.00	$ 484,000.00	$ 262.61	$ 5,777.42
TxDOT 110 6001	EXCAVATION (ROADWAY)	CY	17986.00	$ 29.50	$ 530,587.00	$ 15.00	$ 269,790.00	$ 45.00	$ 809,370.00	$ 13.72	$ 246,767.92
TxDOT 132 6002	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	12766.00	$ 21.00	$ 268,086.00	$ 10.00	$ 127,660.00	$ 15.00	$ 191,490.00	$ 3.78	$ 48,255.48
TxDOT 160 6004	FURNISHING AND PLACING TOPSOIL (6")	SY	7627.00	$ 9.00	$ 68,643.00	$ 4.00	$ 30,508.00	$ 6.50	$ 49,575.50	$ 19.58	$ 149,336.66
TxDOT 164 6027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	7627.00	$ 1.00	$ 7,627.00	$ 1.00	$ 7,627.00	$ 0.60	$ 4,576.20	$ 1.03	$ 7,855.81
TxDOT 166 6001	FERTILIZER	AC	0.17	$ 6,750.00	$ 1,147.50	$ 8,000.00	$ 1,360.00	$ 2,200.00	$ 374.00	$ 8,857.35	$ 1,505.75
TxDOT 168 6001	VEGETATIVE WATERING	MG	55.00	$ 100.00	$ 5,500.00	$ 150.00	$ 8,250.00	$ 59.00	$ 3,245.00	$ 242.00	$ 13,310.00
TxDOT 247 6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	3789.00	$ 110.00	$ 416,790.00	$ 60.00	$ 227,340.00	$ 68.00	$ 257,652.00	$ 59.81	$ 226,620.09
TxDOT 310 6009	PRIME COAT (MC-30)	GAL	1934.00	$ 9.00	$ 17,406.00	$ 5.00	$ 9,670.00	$ 4.60	$ 8,896.40	$ 5.45	$ 10,540.30
TxDOT 340 6011	D-GR HMA(SQ) TY-B PG64-22	TON	1736.00	$ 125.00	$ 217,000.00	$ 105.00	$ 182,280.00	$ 100.00	$ 173,600.00	$ 143.44	$ 249,011.84
TxDOT 340 6048	D-GR HMA(SQ) TY-C SAC-B PG70-22	TON	1110.00	$ 140.00	$ 155,400.00	$ 120.00	$ 133,200.00	$ 118.00	$ 130,980.00	$ 166.14	$ 184,415.40
TxDOT 420 6002	CL A CONC (MISC)	CY	6.00	$ 700.00	$ 4,200.00	$ 700.00	$ 4,200.00	$ 665.00	$ 3,990.00	$ 859.12	$ 5,154.72
TxDOT 432 6001	RIPRAP (CONC)(4 IN)	CY	84.00	$ 730.00	$ 61,320.00	$ 875.00	$ 73,500.00	$ 1,100.00	$ 92,400.00	$ 1,663.78	$ 139,757.52
TxDOT 450 6051	RAIL (HANDRAIL) (TY E)	LF	275.00	$ 250.00	$ 68,750.00	$ 155.00	$ 42,625.00	$ 150.00	$ 41,250.00	$ 202.68	$ 55,737.00
TxDOT 450 6103	RAIL (TY PR11)	LF	345.00	$ 125.00	$ 43,125.00	$ 165.00	$ 56,925.00	$ 165.00	$ 56,925.00	$ 199.65	$ 68,879.25
TxDOT 500 6001	MOBILIZATION	LS	1.00	$ 326,317.70	$ 326,317.70	$ 150,000.00	$ 150,000.00	$ 960,000.00	$ 960,000.00	$ 410,000.00	$ 410,000.00
TxDOT 502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	20.00	$ 11,500.00	$ 230,000.00	$ 7,250.00	$ 145,000.00	$ 5,200.00	$ 104,000.00	$ 1,240.27	$ 24,805.40
TxDOT 512 6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	600.00	$ 80.00	$ 48,000.00	$ 80.00	$ 48,000.00	$ 85.00	$ 51,000.00	$ 104.39	$ 62,634.00
TxDOT 512 6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	60.00	$ 73.00	$ 4,380.00	$ 80.00	$ 4,800.00	$ 105.00	$ 6,300.00	$ 98.34	$ 5,900.40
TxDOT 529 6008	CONC CURB & GUTTER (TY II)	LF	4335.00	$ 45.00	$ 195,075.00	$ 25.00	$ 108,375.00	$ 21.00	$ 91,035.00	$ 23.27	$ 100,875.45
TxDOT 529 6015	CONC CURB (TY C1)	LF	60.00	$ 150.00	$ 9,000.00	$ 32.00	$ 1,920.00	$ 275.00	$ 16,500.00	$ 250.38	$ 15,022.80
TxDOT 529 6027	CONC CURB (TY C2)	LF	41.00	$ 170.00	$ 6,970.00	$ 32.00	$ 1,312.00	$ 735.00	$ 30,135.00	$ 331.94	$ 13,609.54
TxDOT 529 XXXX	CONC CURB (TY C3)	LF	244.00	$ 400.00	$ 97,600.00	$ 32.00	$ 7,808.00	$ 845.00	$ 206,180.00	$ 531.29	$ 129,634.76
TxDOT 530 6004	DRIVEWAYS (CONC)	SY	28.00	$ 135.00	$ 3,780.00	$ 240.00	$ 6,720.00	$ 165.00	$ 4,620.00	$ 167.89	$ 4,700.92
TxDOT 531 6003	CONC SIDEWALKS (6")	SY	112.00	$ 120.00	$ 13,440.00	$ 90.00	$ 10,080.00	$ 105.00	$ 11,760.00	$ 122.05	$ 13,669.60
TxDOT 531 XXXX	CONC SIDEWALKS (14")	SY	246.00	$ 180.00	$ 44,280.00	$ 200.00	$ 49,200.00	$ 140.00	$ 34,440.00	$ 467.83	$ 115,086.18
TxDOT 531 6004	CURB RAMPS (TY 1)	EA	2.00	$ 3,000.00	$ 6,000.00	$ 2,250.00	$ 4,500.00	$ 3,400.00	$ 6,800.00	$ 1,839.23	$ 3,678.46
TxDOT 560 6025	RELOCATE EXISTING MAILBOX	EA	1.00	$ 950.00	$ 950.00	$ 475.00	$ 475.00	$ 500.00	$ 500.00	$ 514.26	$ 514.26
TxDOT 5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	11678.00	$ 4.00	$ 46,712.00	$ 3.00	$ 35,034.00	$ 2.00	$ 23,356.00	$ 4.97	$ 58,039.66
COA 432S-4	CONC SIDEWALK, 4 IN THICKNESS	SF	19575.00	$ 9.00	$ 176,175.00	$ 6.00	$ 117,450.00	$ 8.00	$ 156,600.00	$ 8.98	$ 175,783.50
TxDOT 100 6XXX	Preparing ROW (Clear and Grub)	AC	1.25	$ 8,000.00	$ 10,000.00	$ 2,000.00	$ 2,500.00	$ 9,100.00	$ 11,375.00	$ 30,418.94	$ 38,023.68
TxDOT 403 6001	TEMPORARY SPL SHORING	SF	20.00	$ 70.00	$ 1,400.00	$ 165.00	$ 3,300.00	$ 80.00	$ 1,600.00	$ 605.01	$ 12,100.20
TxDOT 411 6001	ROCK NAIL ANCHORS	LF	17160.00	$ 37.00	$ 634,920.00	$ 124.00	$ 2,127,840.00	$ 45.00	$ 772,200.00	$ 72.17	$ 1,238,437.20
TxDOT 423 6002	RETAINING WALL (MSE) (ASHLAR STONE FIN)	SF	2707.00	$ 45.00	$ 121,815.00	$ 145.00	$ 392,515.00	$ 165.00	$ 446,655.00	$ 119.51	$ 323,513.57
TxDOT 423 6023	RETAINING WALL (ROCK NAILED)(FACIA)	SF	10653.00	$ 56.00	$ 596,568.00	$ 90.00	$ 958,770.00	$ 140.00	$ 1,491,420.00	$ 87.35	$ 930,539.55
TxDOT 432 6045	RIPRAP (MOW STRIP) (4 IN)	CY	41.00	$ 830.00	$ 34,030.00	$ 680.00	$ 27,880.00	$ 965.00	$ 39,565.00	$ 1,579.08	$ 64,742.28
TxDOT 450 6036	RAIL (TY C411)	LF	430.00	$ 300.00	$ 129,000.00	$ 325.00	$ 139,750.00	$ 185.00	$ 79,550.00	$ 399.31	$ 171,703.30
TxDOT 450 6103	RAIL (TY PR11)	LF	732.00	$ 170.00	$ 124,440.00	$ 165.00	$ 120,780.00	$ 165.00	$ 120,780.00	$ 308.56	$ 225,865.92
TxDOT 420 6002	CL A CONC (MISC)	CY	4.00	$ 700.00	$ 2,800.00	$ 2,500.00	$ 10,000.00	$ 910.00	$ 3,640.00	$ 1,090.35	$ 4,361.40
TxDOT 420 6009	CL A CONC (COLLAR)	EA	1.00	$ 1,900.00	$ 1,900.00	$ 850.00	$ 850.00	$ 2,500.00	$ 2,500.00	$ 3,932.57	$ 3,932.57
TxDOT 420 6011	CL B CONC (FLUME)	CY	375.00	$ 1,000.00	$ 375,000.00	$ 420.00	$ 157,500.00	$ 875.00	$ 328,125.00	$ 1,738.80	$ 652,050.00
TxDOT 432 6002	RIPRAP CONC (5 IN)	CY	8.00	$ 900.00	$ 7,200.00	$ 1,650.00	$ 13,200.00	$ 1,200.00	$ 9,600.00	$ 2,123.59	$ 16,988.72
TxDOT 432 6026	RIPRAP (STONE COMMON)(DRY)(18 IN)	CY	60.00	$ 330.00	$ 19,800.00	$ 135.00	$ 8,100.00	$ 245.00	$ 14,700.00	$ 153.12	$ 9,187.20
TxDOT 459 6009	GABIONS (3' X 3')(GALV)	CY	6.00	$ 250.00	$ 1,500.00	$ 500.00	$ 3,000.00	$ 295.00	$ 1,770.00	$ 544.51	$ 3,267.06
TxDOT 464 6003	RC PIPE (CL III)(18 IN)	LF	958.00	$ 125.00	$ 119,750.00	$ 90.00	$ 86,220.00	$ 170.00	$ 162,860.00	$ 84.25	$ 80,711.50
TxDOT 464 6005	RC PIPE (CL III)(24 IN)	LF	226.00	$ 160.00	$ 36,160.00	$ 115.00	$ 25,990.00	$ 205.00	$ 46,330.00	$ 121.03	$ 27,352.78
TxDOT 464 6007	RC PIPE (CL III)(30 IN)	LF	84.00	$ 200.00	$ 16,800.00	$ 160.00	$ 13,440.00	$ 240.00	$ 20,160.00	$ 169.41	$ 14,230.44
TxDOT 464 6012	RC PIPE (CL III)(60 IN)	LF	80.00	$ 470.00	$ 37,600.00	$ 500.00	$ 40,000.00	$ 515.00	$ 41,200.00	$ 520.71	$ 41,656.80
TxDOT 466 6209	WINGWALL (SW - 0) (HW=6 FT)	EA	1.00	$ 15,150.00	$ 15,150.00	$ 13,500.00	$ 13,500.00	$ 36,000.00	$ 36,000.00	$ 49,303.42	$ 49,303.42
TxDOT 467 6008	SET (TY I) (30 IN) (3: 1) (C)	EA	1.00	$ 3,200.00	$ 3,200.00	$ 7,000.00	$ 7,000.00	$ 5,000.00	$ 5,000.00	$ 4,597.49	$ 4,597.49
TxDOT 467 6495	SET (TY II) (60 IN) (RCP) (3: 1) (C)	EA	2.00	$ 15,000.00	$ 30,000.00	$ 11,200.00	$ 22,400.00	$ 34,000.00	$ 68,000.00	$ 37,718.18	$ 75,436.36
COA 120S-B	EXCAVATION (CHANNEL)	CY	1032.00	$ 14.50	$ 14,964.00	$ 16.00	$ 16,512.00	$ 35.00	$ 36,120.00	$ 13.72	$ 14,159.04
COA 506	4' DIA MANHOLE	EA	9.00	$ 10,000.00	$ 90,000.00	$ 7,500.00	$ 67,500.00	$ 8,400.00	$ 75,600.00	$ 6,055.03	$ 54,495.27
COA 508S	COA 508S-TY C CURB INLET 10FT	EA	3.00	$ 7,500.00	$ 22,500.00	$ 6,500.00	$ 19,500.00	$ 9,300.00	$ 27,900.00	$ 7,024.81	$ 21,074.43
COA 508S	COA 508S-TY C CURB INLET 15FT	EA	2.00	$ 9,300.00	$ 18,600.00	$ 9,000.00	$ 18,000.00	$ 12,000.00	$ 24,000.00	$ 9,983.13	$ 19,966.26

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ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	Joe Bland Construction, L.P.	TOTAL	Jordan Foster Construction LLC	TOTAL	Liberty Civil Construction	TOTAL
COA 509S-1	TRENCH EXCAVATION PROTECTION	LF	1268.00	$ 7.00	$ 8,876.00	$ 6.00	$ 7,608.00	$ 6.00	$ 7,608.00	$ 1.21	$ 1,534.28
COA 620S	GEOTEXTILE FABRIC	SY	149.00	$ 14.00	$ 2,086.00	$ 4.00	$ 596.00	$ 8.00	$ 1,192.00	$ 13.56	$ 2,020.44
CONTECH1	43'X180' DETENTION UNIT	EA	1.00	$ 430,000.00	$ 430,000.00	$ 605,000.00	$ 605,000.00	$ 750,000.00	$ 750,000.00	$ 1,302,414.05	$ 1,302,414.05
CONTECH2	JELLYFISH FILTER JFPD0808-596075-080	EA	1.00	$ 130,000.00	$ 130,000.00	$ 150,000.00	$ 150,000.00	$ 118,000.00	$ 118,000.00	$ 167,318.66	$ 167,318.66
CONTECH3	JELLYFISH FILTER 8'X8' JELLYFISH - 596075-010	EA	1.00	$ 130,000.00	$ 130,000.00	$ 110,000.00	$ 110,000.00	$ 147,000.00	$ 147,000.00	$ 136,229.60	$ 136,229.60
TxDOT 401 6001	Flowable Backfill	CY	495.60	$ 280.00	$ 138,768.00	$ 230.00	$ 113,988.00	$ 198.00	$ 98,128.80	$ 384.89	$ 190,751.48
COA 509S-1X	Trench Excavation Protection (Dewatering)	DAY	30.00	$ 1,000.00	$ 30,000.00	$ 850.00	$ 25,500.00	$ 1,800.00	$ 54,000.00	$ 605.01	$ 18,150.30
TxDOT 169 6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	SY	158.00	$ 2.50	$ 395.00	$ 10.00	$ 1,580.00	$ 6.00	$ 948.00	$ 10.29	$ 1,625.82
TxDOT 7012 6001	CURB INLET SEDIMENTATION PROTECTION	LF	88.00	$ 16.00	$ 1,408.00	$ 20.00	$ 1,760.00	$ 120.00	$ 10,560.00	$ 18.15	$ 1,597.20
COA 639S	ROCK BERM	LF	172.00	$ 50.00	$ 8,600.00	$ 30.00	$ 5,160.00	$ 70.00	$ 12,040.00	$ 31.46	$ 5,411.12
COA 641S	STABALIZED CONSTRUCTION ENTRANCE	EA	2.00	$ 2,100.00	$ 4,200.00	$ 2,500.00	$ 5,000.00	$ 4,200.00	$ 8,400.00	$ 2,467.74	$ 4,935.48
COA 642S	SILT FENCE FOR EROSION CONTROL	LF	2984.00	$ 6.00	$ 17,904.00	$ 4.00	$ 11,936.00	$ 5.10	$ 15,218.40	$ 3.67	$ 10,951.28
TxDOT 4091 XXXX	Dewatering Bags	EA	5.00	$ 3,500.00	$ 17,500.00	$ 250.00	$ 1,250.00	$ 845.00	$ 4,225.00	$ 242.00	$ 1,210.00
TxDOT 644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	13.00	$ 930.00	$ 12,090.00	$ 1,100.00	$ 14,300.00	$ 995.00	$ 12,935.00	$ 1,119.27	$ 14,550.51
TxDOT 636 6001	ALUMINUM SIGNS (TY A)	SF	72.00	$ 44.00	$ 3,168.00	$ 27.00	$ 1,944.00	$ 27.00	$ 1,944.00	$ 30.25	$ 2,178.00
TxDOT 6666167	REFL PAV MRK TY II (W) 4" (BRK)	LF	270.00	$ 0.20	$ 54.00	$ 1.00	$ 270.00	$ 0.80	$ 216.00	$ 0.91	$ 245.70
TxDOT 666 6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	143.00	$ 0.75	$ 107.25	$ 1.00	$ 143.00	$ 0.90	$ 128.70	$ 1.03	$ 147.29
TxDTO 666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	2358.00	$ 0.15	$ 353.70	$ 1.00	$ 2,358.00	$ 0.70	$ 1,650.60	$ 0.79	$ 1,862.82
TxDOT 666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1303.00	$ 0.35	$ 456.05	$ 1.00	$ 1,303.00	$ 1.35	$ 1,759.05	$ 1.51	$ 1,967.53
TxDOT 666 6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	1171.00	$ 1.50	$ 1,756.50	$ 6.00	$ 7,026.00	$ 2.15	$ 2,517.65	$ 2.42	$ 2,833.82
TxDOT 666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	259.00	$ 3.10	$ 802.90	$ 12.00	$ 3,108.00	$ 4.30	$ 1,113.70	$ 4.84	$ 1,253.56
TxDOT 666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	12.00	$ 65.00	$ 780.00	$ 265.00	$ 3,180.00	$ 135.00	$ 1,620.00	$ 151.25	$ 1,815.00
TxDOT 666 6192	REFL PAV MRK TY II (W) (WORD)	EA	7.00	$ 70.00	$ 490.00	$ 265.00	$ 1,855.00	$ 160.00	$ 1,120.00	$ 181.50	$ 1,270.50
TxDOT 666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	4653.00	$ 0.15	$ 697.95	$ 1.00	$ 4,653.00	$ 0.70	$ 3,257.10	$ 0.79	$ 3,675.87
TxDOT 666 6212	REFL PAV MRK TY II (Y) 12" (SLD)	LF	495.00	$ 2.00	$ 990.00	$ 6.00	$ 2,970.00	$ 2.15	$ 1,064.25	$ 2.42	$ 1,197.90
TxDOT 672 6007	REFL PAV MRKR TY I-C	EA	51.00	$ 4.50	$ 229.50	$ 14.00	$ 714.00	$ 10.75	$ 548.25	$ 12.10	$ 617.10
TxDOT 672 6009	REFL PAV MRKR TY II-A-A	EA	45.00	$ 4.00	$ 180.00	$ 14.00	$ 630.00	$ 10.75	$ 483.75	$ 12.10	$ 544.50
TxDOT 672 6010	REFL PAV MRKR TY II-C-R	EA	4.00	$ 4.25	$ 17.00	$ 14.00	$ 56.00	$ 10.75	$ 43.00	$ 12.10	$ 48.40
TxDOT 6120 6001	DEAD END ROADWAY BARRICADE	LF	48.00	$ 110.00	$ 5,280.00	$ 40.00	$ 1,920.00	$ 53.00	$ 2,544.00	$ 58.99	$ 2,831.52
COL 402-1	25' ILLUMINATION POLE	EA	15.00	$ 1,400.00	$ 21,000.00	$ 2,150.00	$ 32,250.00	$ 2,200.00	$ 33,000.00	$ 2,592.54	$ 38,888.10
COL 402-1	ILLUMINATION ARM	EA	30.00	$ 1,300.00	$ 39,000.00	$ 900.00	$ 27,000.00	$ 1,400.00	$ 42,000.00	$ 419.21	$ 12,576.30
COL 402-2	ILLUMINATION POLE BASE	EA	15.00	$ 3,500.00	$ 52,500.00	$ 1,750.00	$ 26,250.00	$ 2,600.00	$ 39,000.00	$ 3,072.85	$ 46,092.75
COL 402-10	ELECTRICAL PULLBOXES	EA	15.00	$ 1,600.00	$ 24,000.00	$ 1,750.00	$ 26,250.00	$ 2,000.00	$ 30,000.00	$ 1,250.27	$ 18,754.05
TxDOT 618 6046	CONDT (PVC) (SCH 80) (2")	LF	2315.00	$ 17.00	$ 39,355.00	$ 22.00	$ 50,930.00	$ 25.00	$ 57,875.00	$ 19.58	$ 45,327.70
TxDOT 620 6009	ELEC CONDR (NO.6) BARE	LF	2465.00	$ 1.85	$ 4,560.25	$ 3.00	$ 7,395.00	$ 2.00	$ 4,930.00	$ 2.55	$ 6,285.75
TxDOT 620 6010	ELEC CONDR (NO.6) INSULATED	LF	7940.00	$ 2.90	$ 23,026.00	$ 3.00	$ 23,820.00	$ 2.20	$ 17,468.00	$ 2.72	$ 21,596.80
COL 402-6	ELECTRICAL SERVICE	LS	1.00	$ 13,800.00	$ 13,800.00	$ 10,950.00	$ 10,950.00	$ 11,000.00	$ 11,000.00	$ 10,421.07	$ 10,421.07
TxDOT 401 6001	Flowable Backfill	CY	1.10	$ 280.00	$ 308.00	$ 230.00	$ 253.00	$ 885.00	$ 973.50	$ 1,210.02	$ 1,331.02
TxDOT 416 6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	12.00	$ 415.00	$ 4,980.00	$ 350.00	$ 4,200.00	$ 425.00	$ 5,100.00	$ 363.01	$ 4,356.12
TxDOT 416 6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	66.00	$ 600.00	$ 39,600.00	$ 725.00	$ 47,850.00	$ 605.00	$ 39,930.00	$ 1,058.77	$ 69,878.82
TxDOT618 6023	CONDT (PVC) (SCH 40) (2")	LF	32.00	$ 13.00	$ 416.00	$ 20.00	$ 640.00	$ 23.00	$ 736.00	$ 54.45	$ 1,742.40
TxDOT 618 6029	CONDT (PVC) (SCH 40) (3")	LF	92.00	$ 26.00	$ 2,392.00	$ 24.00	$ 2,208.00	$ 26.00	$ 2,392.00	$ 66.55	$ 6,122.60
TxDOT 618 6033	CONDT (PVC) (SCH 40) (4")	LF	183.00	$ 30.00	$ 5,490.00	$ 60.00	$ 10,980.00	$ 29.00	$ 5,307.00	$ 82.28	$ 15,057.24
TxDOT 618 6034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	347.00	$ 54.00	$ 18,738.00	$ 85.00	$ 29,495.00	$ 95.00	$ 32,965.00	$ 147.62	$ 51,224.14
TxDOT 620 6009	ELEC CONDR (NO.6) BARE	LF	719.00	$ 1.80	$ 1,294.20	$ 3.00	$ 2,157.00	$ 2.05	$ 1,473.95	$ 2.42	$ 1,739.98
TxDOT 620 6010	ELEC CONDR (NO.6) INSULATED	LF	1142.00	$ 2.90	$ 3,311.80	$ 3.00	$ 3,426.00	$ 2.20	$ 2,512.40	$ 3.63	$ 4,145.46
TxDOT 621 6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	672.00	$ 2.40	$ 1,612.80	$ 7.00	$ 4,704.00	$ 4.00	$ 2,688.00	$ 3.63	$ 2,439.36
TxDOT 624 6010	GROUND BOX TY D (162922)W/APRON	EA	4.00	$ 1,645.00	$ 6,580.00	$ 3,750.00	$ 15,000.00	$ 2,200.00	$ 8,800.00	$ 3,509.06	$ 14,036.24
TxDOT 628 6213	ELC SRV TY D 120/240 100(NS)AL(E)PS(U)	EA	1.00	$ 5,833.00	$ 5,833.00	$ 13,500.00	$ 13,500.00	$ 10,000.00	$ 10,000.00	$ 9,922.17	$ 9,922.17
TxDOT 680 6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1.00	$ 34,000.00	$ 34,000.00	$ 45,000.00	$ 45,000.00	$ 33,900.00	$ 33,900.00	$ 38,720.65	$ 38,720.65
TxDOT 682 6001	VEH SIG SEC (12")LED(GRN)	EA	6.00	$ 260.00	$ 1,560.00	$ 375.00	$ 2,250.00	$ 360.00	$ 2,160.00	$ 157.30	$ 943.80
TxDOT 682 6002	VEH SIG SEC (12")LED(GRN ARW)	EA	1.00	$ 250.00	$ 250.00	$ 375.00	$ 375.00	$ 360.00	$ 360.00	$ 157.30	$ 157.30
TxDOT 682 6003	VEH SIG SEC (12")LED(YEL)	EA	6.00	$ 275.00	$ 1,650.00	$ 375.00	$ 2,250.00	$ 360.00	$ 2,160.00	$ 157.30	$ 943.80
TxDOT 682 6004	VEH SIG SEC (12")LED(YEL ARW)	EA	2.00	$ 260.00	$ 520.00	$ 375.00	$ 750.00	$ 360.00	$ 720.00	$ 157.31	$ 314.62
TxDOT 682 6005	VEH SIG SEC (12")LED(RED)	EA	7.00	$ 255.00	$ 1,785.00	$ 375.00	$ 2,625.00	$ 360.00	$ 2,520.00	$ 157.30	$ 1,101.10
TxDOT 682 6007	VEH SIG SEC (12")LED(GRN U-TURN ARW)	EA	1.00	$ 236.00	$ 236.00	$ 375.00	$ 375.00	$ 420.00	$ 420.00	$ 157.30	$ 157.30

Bid Tab - San Gabriel Parkway Phase 2

20-CIP-2007

Bids Opened: 10/17/2024

Prepared by City of Leander & Freese & Nichols, Inc.

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	Joe Bland Construction, L.P.	TOTAL	Jordan Foster Construction LLC	TOTAL	Liberty Civil Construction	TOTAL
TxDOT 682 6008	VEH SIG SEC (12")LED(YEL U-TURN ARW)	EA	1.00	$ 236.00	$ 236.00	$ 375.00	$ 375.00	$ 420.00	$ 420.00	$ 157.30	$ 157.30
TxDOT 682 6009	VEH SIG SEC (12")LED(RED U-TURN ARW)	EA	1.00	$ 221.00	$ 221.00	$ 375.00	$ 375.00	$ 420.00	$ 420.00	$ 157.30	$ 157.30
TxDOT 682 6016	VEH SIG SEC (12")LED(HOUSING ONLY)	EA	25.00	$ 330.00	$ 8,250.00	$ 375.00	$ 9,375.00	$ 80.00	$ 2,000.00	$ 278.30	$ 6,957.50
TxDOT 682 6018	PED SIG SEC (LED)(COUNTDOWN)	EA	2.00	$ 612.00	$ 1,224.00	$ 375.00	$ 750.00	$ 1,100.00	$ 2,200.00	$ 638.89	$ 1,277.78
TxDOT 682 6023	BACK PLATE (12")(3 SEC)	EA	7.00	$ 62.00	$ 434.00	$ 375.00	$ 2,625.00	$ 160.00	$ 1,120.00	$ 145.20	$ 1,016.40
TxDOT 682 6024	BACK PLATE (12")(4 SEC)	EA	1.00	$ 75.00	$ 75.00	$ 375.00	$ 375.00	$ 180.00	$ 180.00	$ 290.40	$ 290.40
TxDOT 684 6028	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)	LF	542.00	$ 1.85	$ 1,002.70	$ 4.00	$ 2,168.00	$ 1.80	$ 975.60	$ 1.82	$ 986.44
TxDOT 684 6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	320.00	$ 2.00	$ 640.00	$ 4.00	$ 1,280.00	$ 2.00	$ 640.00	$ 3.03	$ 969.60
TxDOT 684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	570.00	$ 2.62	$ 1,493.40	$ 4.00	$ 2,280.00	$ 2.20	$ 1,254.00	$ 3.63	$ 2,069.10
TxDOT 684 6042	TRF SIG CBL (TY A)(14 AWG)(16 CONDR)	LF	502.00	$ 4.50	$ 2,259.00	$ 8.00	$ 4,016.00	$ 6.35	$ 3,187.70	$ 7.26	$ 3,644.52
TxDOT 686 6059	INS TRF SIG PL AM(S) 1 ARM (55') LUM	EA	3.00	$ 41,500.00	$ 124,500.00	$ 50,000.00	$ 150,000.00	$ 36,000.00	$ 108,000.00	$ 41,140.69	$ 123,422.07
TxDOT 687 6001	PED POLE ASSEMBLY	EA	2.00	$ 2,070.00	$ 4,140.00	$ 1,500.00	$ 3,000.00	$ 2,700.00	$ 5,400.00	$ 6,754.34	$ 13,508.68
TxDOT 688 6001	PED DETECT PUSH BUTTON (APS)	EA	2.00	$ 830.00	$ 1,660.00	$ 900.00	$ 1,800.00	$ 3,500.00	$ 7,000.00	$ 4,598.08	$ 9,196.16
COL 6266/6033	MSDS EQUIP & SET UP	EA	1.00	$ 7,043.56	$ 7,043.56	$ 4,000.00	$ 4,000.00	$ 31,000.00	$ 31,000.00	$ 50,820.86	$ 50,820.86
COL 303-2	TREE PROTECTION	LF	3053.00	$ 5.15	$ 15,722.95	$ 5.00	$ 15,265.00	$ 7.00	$ 21,371.00	$ 4.77	$ 14,562.81
Sub Totals					**$ 7,146,247.71**		**$ 7,948,031.00**		**$ 9,714,024.50**		**$ 9,179,079.82**
Prep ROW Percentage of Bid Subtotal					2.0%		1.4%		5.0%		0.1%
Mobilization Percentage of Bid Subtotal					4.6%		1.9%		9.9%		4.5%
Combined Mobilization and Prep ROW Total					6.6%		3.3%		14.9%		4.5%

Bid Tab - San Gabriel Parkway Phase 2

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ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	Joe Bland Construction, L.P.	TOTAL	Jordan Foster Construction LLC	TOTAL	Liberty Civil Construction	TOTAL
Alternatives/Add-Ons											
TxDOT 110 XXXX	EXCAVATION (IMPORTED LIMESTONE FLEX BASE)	CY	771	$ 30.00	$ 23,130.00	$ 15.00	$ 11,565.00	$ 15.00	$ 11,565.00	$ 168.45	$ 129,874.95
TxDOT 552 6003	Roadway - Fence: WIRE FENCE (TY C)	LF	1710	$ 25.00	$ 42,750.00	$ 30.00	$ 51,300.00	$ 15.50	$ 26,505.00	$ 29.70	$ 50,787.00
TxDOT 552 6005	Roadway - Fence: GATE (TY 1)	EA	2	$ 1,900.00	$ 3,800.00	$ 2,000.00	$ 4,000.00	$ 1,250.00	$ 2,500.00	$ 2,000.00	$ 4,000.00
TxDOT 340 6011	Roadway - Driveways: D-GR HMA(SQ) TY-B PG64-22	TON	5.6	$ 125.00	$ 700.00	$ 500.00	$ 2,800.00	$ 460.00	$ 2,576.00	$ 171.63	$ 961.13
TxDOT 420 6002	Roadway - Driveways: CL A CONC (MISC)	CY	14.6	$ 650.00	$ 9,490.00	$ 1,500.00	$ 21,900.00	$ 680.00	$ 9,928.00	$ 825.00	$ 12,045.00
TxDOT 247 6041	Roadway - Driveways: FL BS (CMP IN PLC) (TYA GR1-2)(FNAL POS)	CY	17	$ 275.00	$ 4,675.00	$ 60.00	$ 1,020.00	$ 180.00	$ 3,060.00	$ 59.81	$ 1,016.77
Sub Totals					**$ 84,545.00**		**$ 92,585.00**		**$ 56,134.00**		**$ 198,684.85**
Grand Total					**$ 7,230,792.71**		**$ 8,040,616.00**		**$ 9,770,158.50**		**$ 9,377,764.67**
Prep ROW Percentage of Bid Total					2.0%		1.4%		5.0%		0.1%
Mobilization Percentage of Bid Total					4.5%		1.9%		9.8%		4.4%
Combined Mobilization and Prep ROW Total					6.5%		3.2%		14.8%		4.4%

Bid Tab - San Gabriel Parkway Phase 2

20-CIP-2007

Bids Opened: 10/17/2024

Prepared by City of Leander & Freese & Nichols, Inc.

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	Patin Construction	TOTAL	Smith Contracting	TOTAL
Roadway									
TxDOT 100 6002	PREPARING ROW	STA	22.00	$ 6,500.00	$ 143,000.00	$ 4,000.00	$ 88,000.00	$ 12,000.00	$ 264,000.00
TxDOT 110 6001	EXCAVATION (ROADWAY)	CY	17986.00	$ 29.50	$ 530,587.00	$ 18.00	$ 323,748.00	$ 20.00	$ 359,720.00
TxDOT 132 6002	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	12766.00	$ 21.00	$ 268,086.00	$ 10.00	$ 127,660.00	$ 18.00	$ 229,788.00
TxDOT 160 6004	FURNISHING AND PLACING TOPSOIL (6")	SY	7627.00	$ 9.00	$ 68,643.00	$ 4.00	$ 30,508.00	$ 5.25	$ 40,041.75
TxDOT 164 6027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	7627.00	$ 1.00	$ 7,627.00	$ 1.00	$ 7,627.00	$ 0.74	$ 5,643.98
TxDOT 166 6001	FERTILIZER	AC	0.17	$ 6,750.00	$ 1,147.50	$ 2,000.00	$ 340.00	$ 2,300.00	$ 391.00
TxDOT 168 6001	VEGETATIVE WATERING	MG	55.00	$ 100.00	$ 5,500.00	$ 100.00	$ 5,500.00	$ 240.00	$ 13,200.00
TxDOT 247 6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	3789.00	$ 110.00	$ 416,790.00	$ 75.00	$ 284,175.00	$ 50.00	$ 189,450.00
TxDOT 310 6009	PRIME COAT (MC-30)	GAL	1934.00	$ 9.00	$ 17,406.00	$ 6.00	$ 11,604.00	$ 5.25	$ 10,153.50
TxDOT 340 6011	D-GR HMA(SQ) TY-B PG64-22	TON	1736.00	$ 125.00	$ 217,000.00	$ 150.00	$ 260,400.00	$ 108.00	$ 187,488.00
TxDOT 340 6048	D-GR HMA(SQ) TY-C SAC-B PG70-22	TON	1110.00	$ 140.00	$ 155,400.00	$ 172.00	$ 190,920.00	$ 125.00	$ 138,750.00
TxDOT 420 6002	CL A CONC (MISC)	CY	6.00	$ 700.00	$ 4,200.00	$ 1,000.00	$ 6,000.00	$ 2,000.00	$ 12,000.00
TxDOT 432 6001	RIPRAP (CONC)(4 IN)	CY	84.00	$ 730.00	$ 61,320.00	$ 500.00	$ 42,000.00	$ 900.00	$ 75,600.00
TxDOT 450 6051	RAIL (HANDRAIL) (TY E)	LF	275.00	$ 250.00	$ 68,750.00	$ 190.00	$ 52,250.00	$ 187.00	$ 51,425.00
TxDOT 450 6103	RAIL (TY PR11)	LF	345.00	$ 125.00	$ 43,125.00	$ 200.00	$ 69,000.00	$ 180.00	$ 62,100.00
TxDOT 500 6001	MOBILIZATION	LS	1.00	$ 326,317.70	$ 326,317.70	$ 100,000.00	$ 100,000.00	$ 700,000.00	$ 700,000.00
TxDOT 502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	20.00	$ 11,500.00	$ 230,000.00	$ 2,500.00	$ 50,000.00	$ 3,000.00	$ 60,000.00
TxDOT 512 6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	600.00	$ 80.00	$ 48,000.00	$ 70.00	$ 42,000.00	$ 92.00	$ 55,200.00
TxDOT 512 6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	60.00	$ 73.00	$ 4,380.00	$ 90.00	$ 5,400.00	$ 86.00	$ 5,160.00
TxDOT 529 6008	CONC CURB & GUTTER (TY II)	LF	4335.00	$ 45.00	$ 195,075.00	$ 20.00	$ 86,700.00	$ 22.00	$ 95,370.00
TxDOT 529 6015	CONC CURB (TY C1)	LF	60.00	$ 150.00	$ 9,000.00	$ 20.00	$ 1,200.00	$ 200.00	$ 12,000.00
TxDOT 529 6027	CONC CURB (TY C2)	LF	41.00	$ 170.00	$ 6,970.00	$ 20.00	$ 820.00	$ 300.00	$ 12,300.00
TxDOT 529 XXXX	CONC CURB (TY C3)	LF	244.00	$ 400.00	$ 97,600.00	$ 20.00	$ 4,880.00	$ 470.00	$ 114,680.00
TxDOT 530 6004	DRIVEWAYS (CONC)	SY	28.00	$ 135.00	$ 3,780.00	$ 120.00	$ 3,360.00	$ 150.00	$ 4,200.00
TxDOT 531 6003	CONC SIDEWALKS (6")	SY	112.00	$ 120.00	$ 13,440.00	$ 65.00	$ 7,280.00	$ 92.00	$ 10,304.00
TxDOT 531 XXXX	CONC SIDEWALKS (14")	SY	246.00	$ 180.00	$ 44,280.00	$ 65.00	$ 15,990.00	$ 172.00	$ 42,312.00
TxDOT 531 6004	CURB RAMPS (TY 1)	EA	2.00	$ 3,000.00	$ 6,000.00	$ 2,500.00	$ 5,000.00	$ 3,000.00	$ 6,000.00
TxDOT 560 6025	RELOCATE EXISTING MAILBOX	EA	1.00	$ 950.00	$ 950.00	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00
TxDOT 5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	11678.00	$ 4.00	$ 46,712.00	$ 3.00	$ 35,034.00	$ 2.00	$ 23,356.00
COA 432S-4	CONC SIDEWALK, 4 IN THICKNESS	SF	19575.00	$ 9.00	$ 176,175.00	$ 7.00	$ 137,025.00	$ 6.00	$ 117,450.00
TxDOT 100 6XXX	Preparing ROW (Clear and Grub)	AC	1.25	$ 8,000.00	$ 10,000.00	$ 25,000.00	$ 31,250.00	$ 6,000.00	$ 7,500.00
TxDOT 403 6001	TEMPORARY SPL SHORING	SF	20.00	$ 70.00	$ 1,400.00	$ 1,000.00	$ 20,000.00	$ 500.00	$ 10,000.00
TxDOT 411 6001	ROCK NAIL ANCHORS	LF	17160.00	$ 37.00	$ 634,920.00	$ 67.00	$ 1,149,720.00	$ 60.00	$ 1,029,600.00
TxDOT 423 6002	RETAINING WALL (MSE) (ASHLAR STONE FIN)	SF	2707.00	$ 45.00	$ 121,815.00	$ 110.00	$ 297,770.00	$ 160.00	$ 433,120.00
TxDOT 423 6023	RETAINING WALL (ROCK NAILED)(FACIA)	SF	10653.00	$ 56.00	$ 596,568.00	$ 82.00	$ 873,546.00	$ 130.00	$ 1,384,890.00
TxDOT 432 6045	RIPRAP (MOW STRIP) (4 IN)	CY	41.00	$ 830.00	$ 34,030.00	$ 500.00	$ 20,500.00	$ 600.00	$ 24,600.00
TxDOT 450 6036	RAIL (TY C411)	LF	430.00	$ 300.00	$ 129,000.00	$ 200.00	$ 86,000.00	$ 259.00	$ 111,370.00
TxDOT 450 6103	RAIL (TY PR11)	LF	732.00	$ 170.00	$ 124,440.00	$ 200.00	$ 146,400.00	$ 180.00	$ 131,760.00
TxDOT 420 6002	CL A CONC (MISC)	CY	4.00	$ 700.00	$ 2,800.00	$ 1,000.00	$ 4,000.00	$ 1,300.00	$ 5,200.00
TxDOT 420 6009	CL A CONC (COLLAR)	EA	1.00	$ 1,900.00	$ 1,900.00	$ 1,000.00	$ 1,000.00	$ 6,000.00	$ 6,000.00
TxDOT 420 6011	CL B CONC (FLUME)	CY	375.00	$ 1,000.00	$ 375,000.00	$ 500.00	$ 187,500.00	$ 710.00	$ 266,250.00
TxDOT 432 6002	RIPRAP CONC (5 IN)	CY	8.00	$ 900.00	$ 7,200.00	$ 1,000.00	$ 8,000.00	$ 1,500.00	$ 12,000.00
TxDOT 432 6026	RIPRAP (STONE COMMON)(DRY)(18 IN)	CY	60.00	$ 330.00	$ 19,800.00	$ 200.00	$ 12,000.00	$ 234.00	$ 14,040.00
TxDOT 459 6009	GABIONS (3' X 3')(GALV)	CY	6.00	$ 250.00	$ 1,500.00	$ 300.00	$ 1,800.00	$ 500.00	$ 3,000.00
TxDOT 464 6003	RC PIPE (CL III)(18 IN)	LF	958.00	$ 125.00	$ 119,750.00	$ 80.00	$ 76,640.00	$ 114.00	$ 109,212.00
TxDOT 464 6005	RC PIPE (CL III)(24 IN)	LF	226.00	$ 160.00	$ 36,160.00	$ 95.00	$ 21,470.00	$ 142.00	$ 32,092.00
TxDOT 464 6007	RC PIPE (CL III)(30 IN)	LF	84.00	$ 200.00	$ 16,800.00	$ 140.00	$ 11,760.00	$ 194.00	$ 16,296.00
TxDOT 464 6012	RC PIPE (CL III)(60 IN)	LF	80.00	$ 470.00	$ 37,600.00	$ 600.00	$ 48,000.00	$ 620.00	$ 49,600.00
TxDOT 466 6209	WINGWALL (SW - 0) (HW=6 FT)	EA	1.00	$ 15,150.00	$ 15,150.00	$ 25,000.00	$ 25,000.00	$ 35,000.00	$ 35,000.00
TxDOT 467 6008	SET (TY I) (30 IN) (3: 1) (C)	EA	1.00	$ 3,200.00	$ 3,200.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
TxDOT 467 6495	SET (TY II) (60 IN) (RCP) (3: 1) (C)	EA	2.00	$ 15,000.00	$ 30,000.00	$ 7,500.00	$ 15,000.00	$ 11,000.00	$ 22,000.00
COA 120S-B	EXCAVATION (CHANNEL)	CY	1032.00	$ 14.50	$ 14,964.00	$ 30.00	$ 30,960.00	$ 40.00	$ 41,280.00
COA 506	4' DIA MANHOLE	EA	9.00	$ 10,000.00	$ 90,000.00	$ 7,500.00	$ 67,500.00	$ 7,100.00	$ 63,900.00
COA 508S	COA 508S-TY C CURB INLET 10FT	EA	3.00	$ 7,500.00	$ 22,500.00	$ 10,000.00	$ 30,000.00	$ 6,500.00	$ 19,500.00
COA 508S	COA 508S-TY C CURB INLET 15FT	EA	2.00	$ 9,300.00	$ 18,600.00	$ 12,500.00	$ 25,000.00	$ 10,200.00	$ 20,400.00

Bid Tab - San Gabriel Parkway Phase 2

20-CIP-2007

Bids Opened: 10/17/2024

Prepared by City of Leander & Freese & Nichols, Inc.

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	Patin Construction	TOTAL	Smith Contracting	TOTAL
COA 509S-1	TRENCH EXCAVATION PROTECTION	LF	1268.00	$ 7.00	$ 8,876.00	$ 5.00	$ 6,340.00	$ 1.00	$ 1,268.00
COA 620S	GEOTEXTILE FABRIC	SY	149.00	$ 14.00	$ 2,086.00	$ 10.00	$ 1,490.00	$ 15.00	$ 2,235.00
CONTECH1	43'X180' DETENTION UNIT	EA	1.00	$ 430,000.00	$ 430,000.00	$ 320,000.00	$ 320,000.00	$ 500,000.00	$ 500,000.00
CONTECH2	JELLYFISH FILTER JFPD0808-596075-080	EA	1.00	$ 130,000.00	$ 130,000.00	$ 165,000.00	$ 165,000.00	$ 140,000.00	$ 140,000.00
CONTECH3	JELLYFISH FILTER 8'X8' JELLYFISH - 596075-010	EA	1.00	$ 130,000.00	$ 130,000.00	$ 140,000.00	$ 140,000.00	$ 110,000.00	$ 110,000.00
TxDOT 401 6001	Flowable Backfill	CY	495.60	$ 280.00	$ 138,768.00	$ 300.00	$ 148,680.00	$ 200.00	$ 99,120.00
COA 509S-1X	Trench Excavation Protection (Dewatering)	DAY	30.00	$ 1,000.00	$ 30,000.00	$ 500.00	$ 15,000.00	$ 500.00	$ 15,000.00
TxDOT 169 6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	SY	158.00	$ 2.50	$ 395.00	$ 5.00	$ 790.00	$ 7.00	$ 1,106.00
TxDOT 7012 6001	CURB INLET SEDIMENTATION PROTECTION	LF	88.00	$ 16.00	$ 1,408.00	$ 150.00	$ 13,200.00	$ 18.00	$ 1,584.00
COA 639S	ROCK BERM	LF	172.00	$ 50.00	$ 8,600.00	$ 50.00	$ 8,600.00	$ 75.00	$ 12,900.00
COA 641S	STABALIZED CONSTRUCTION ENTRANCE	EA	2.00	$ 2,100.00	$ 4,200.00	$ 1,800.00	$ 3,600.00	$ 5,000.00	$ 10,000.00
COA 642S	SILT FENCE FOR EROSION CONTROL	LF	2984.00	$ 6.00	$ 17,904.00	$ 4.00	$ 11,936.00	$ 6.00	$ 17,904.00
TxDOT 4091 XXXX	Dewatering Bags	EA	5.00	$ 3,500.00	$ 17,500.00	$ 500.00	$ 2,500.00	$ 300.00	$ 1,500.00
TxDOT 644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	13.00	$ 930.00	$ 12,090.00	$ 1,500.00	$ 19,500.00	$ 1,100.00	$ 14,300.00
TxDOT 636 6001	ALUMINUM SIGNS (TY A)	SF	72.00	$ 44.00	$ 3,168.00	$ 50.00	$ 3,600.00	$ 30.00	$ 2,160.00
TxDOT 6666167	REFL PAV MRK TY II (W) 4" (BRK)	LF	270.00	$ 0.20	$ 54.00	$ 2.00	$ 540.00	$ 0.90	$ 243.00
TxDOT 666 6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	143.00	$ 0.75	$ 107.25	$ 2.00	$ 286.00	$ 1.00	$ 143.00
TxDTO 666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	2358.00	$ 0.15	$ 353.70	$ 2.00	$ 4,716.00	$ 0.75	$ 1,768.50
TxDOT 666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1303.00	$ 0.35	$ 456.05	$ 3.00	$ 3,909.00	$ 1.50	$ 1,954.50
TxDOT 666 6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	1171.00	$ 1.50	$ 1,756.50	$ 5.00	$ 5,855.00	$ 2.35	$ 2,751.85
TxDOT 666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	259.00	$ 3.10	$ 802.90	$ 10.00	$ 2,590.00	$ 4.75	$ 1,230.25
TxDOT 666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	12.00	$ 65.00	$ 780.00	$ 250.00	$ 3,000.00	$ 145.00	$ 1,740.00
TxDOT 666 6192	REFL PAV MRK TY II (W) (WORD)	EA	7.00	$ 70.00	$ 490.00	$ 350.00	$ 2,450.00	$ 175.00	$ 1,225.00
TxDOT 666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	4653.00	$ 0.15	$ 697.95	$ 2.00	$ 9,306.00	$ 0.75	$ 3,489.75
TxDOT 666 6212	REFL PAV MRK TY II (Y) 12" (SLD)	LF	495.00	$ 2.00	$ 990.00	$ 5.00	$ 2,475.00	$ 2.40	$ 1,188.00
TxDOT 672 6007	REFL PAV MRKR TY I-C	EA	51.00	$ 4.50	$ 229.50	$ 10.00	$ 510.00	$ 12.00	$ 612.00
TxDOT 672 6009	REFL PAV MRKR TY II-A-A	EA	45.00	$ 4.00	$ 180.00	$ 10.00	$ 450.00	$ 12.00	$ 540.00
TxDOT 672 6010	REFL PAV MRKR TY II-C-R	EA	4.00	$ 4.25	$ 17.00	$ 10.00	$ 40.00	$ 12.00	$ 48.00
TxDOT 6120 6001	DEAD END ROADWAY BARRICADE	LF	48.00	$ 110.00	$ 5,280.00	$ 50.00	$ 2,400.00	$ 58.00	$ 2,784.00
COL 402-1	25' ILLUMINATION POLE	EA	15.00	$ 1,400.00	$ 21,000.00	$ 3,500.00	$ 52,500.00	$ 2,300.00	$ 34,500.00
COL 402-1	ILLUMINATION ARM	EA	30.00	$ 1,300.00	$ 39,000.00	$ 1,500.00	$ 45,000.00	$ 1,500.00	$ 45,000.00
COL 402-2	ILLUMINATION POLE BASE	EA	15.00	$ 3,500.00	$ 52,500.00	$ 2,000.00	$ 30,000.00	$ 2,800.00	$ 42,000.00
COL 402-10	ELECTRICAL PULLBOXES	EA	15.00	$ 1,600.00	$ 24,000.00	$ 2,000.00	$ 30,000.00	$ 2,200.00	$ 33,000.00
TxDOT 618 6046	CONDT (PVC) (SCH 80) (2")	LF	2315.00	$ 17.00	$ 39,355.00	$ 25.00	$ 57,875.00	$ 27.00	$ 62,505.00
TxDOT 620 6009	ELEC CONDR (NO.6) BARE	LF	2465.00	$ 1.85	$ 4,560.25	$ 5.00	$ 12,325.00	$ 2.20	$ 5,423.00
TxDOT 620 6010	ELEC CONDR (NO.6) INSULATED	LF	7940.00	$ 2.90	$ 23,026.00	$ 5.00	$ 39,700.00	$ 2.40	$ 19,056.00
COL 402-6	ELECTRICAL SERVICE	LS	1.00	$ 13,800.00	$ 13,800.00	$ 15,000.00	$ 15,000.00	$ 11,500.00	$ 11,500.00
TxDOT 401 6001	Flowable Backfill	CY	1.10	$ 280.00	$ 308.00	$ 500.00	$ 550.00	$ 963.00	$ 1,059.30
TxDOT 416 6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	12.00	$ 415.00	$ 4,980.00	$ 400.00	$ 4,800.00	$ 461.00	$ 5,532.00
TxDOT 416 6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	66.00	$ 600.00	$ 39,600.00	$ 850.00	$ 56,100.00	$ 660.00	$ 43,560.00
TxDOT618 6023	CONDT (PVC) (SCH 40) (2")	LF	32.00	$ 13.00	$ 416.00	$ 23.00	$ 736.00	$ 25.00	$ 800.00
TxDOT 618 6029	CONDT (PVC) (SCH 40) (3")	LF	92.00	$ 26.00	$ 2,392.00	$ 30.00	$ 2,760.00	$ 28.00	$ 2,576.00
TxDOT 618 6033	CONDT (PVC) (SCH 40) (4")	LF	183.00	$ 30.00	$ 5,490.00	$ 70.00	$ 12,810.00	$ 32.00	$ 5,856.00
TxDOT 618 6034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	347.00	$ 54.00	$ 18,738.00	$ 100.00	$ 34,700.00	$ 104.00	$ 36,088.00
TxDOT 620 6009	ELEC CONDR (NO.6) BARE	LF	719.00	$ 1.80	$ 1,294.20	$ 3.00	$ 2,157.00	$ 2.25	$ 1,617.75
TxDOT 620 6010	ELEC CONDR (NO.6) INSULATED	LF	1142.00	$ 2.90	$ 3,311.80	$ 4.00	$ 4,568.00	$ 2.45	$ 2,797.90
TxDOT 621 6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	672.00	$ 2.40	$ 1,612.80	$ 10.00	$ 6,720.00	$ 4.22	$ 2,835.84
TxDOT 624 6010	GROUND BOX TY D (162922)W/APRON	EA	4.00	$ 1,645.00	$ 6,580.00	$ 4,500.00	$ 18,000.00	$ 2,400.00	$ 9,600.00
TxDOT 628 6213	ELC SRV TY D 120/240 100(NS)AL(E)PS(U)	EA	1.00	$ 5,833.00	$ 5,833.00	$ 16,000.00	$ 16,000.00	$ 11,500.00	$ 11,500.00
TxDOT 680 6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1.00	$ 34,000.00	$ 34,000.00	$ 52,000.00	$ 52,000.00	$ 37,000.00	$ 37,000.00
TxDOT 682 6001	VEH SIG SEC (12")LED(GRN)	EA	6.00	$ 260.00	$ 1,560.00	$ 450.00	$ 2,700.00	$ 390.00	$ 2,340.00
TxDOT 682 6002	VEH SIG SEC (12")LED(GRN ARW)	EA	1.00	$ 250.00	$ 250.00	$ 450.00	$ 450.00	$ 390.00	$ 390.00
TxDOT 682 6003	VEH SIG SEC (12")LED(YEL)	EA	6.00	$ 275.00	$ 1,650.00	$ 450.00	$ 2,700.00	$ 390.00	$ 2,340.00
TxDOT 682 6004	VEH SIG SEC (12")LED(YEL ARW)	EA	2.00	$ 260.00	$ 520.00	$ 450.00	$ 900.00	$ 390.00	$ 780.00
TxDOT 682 6005	VEH SIG SEC (12")LED(RED)	EA	7.00	$ 255.00	$ 1,785.00	$ 450.00	$ 3,150.00	$ 390.00	$ 2,730.00
TxDOT 682 6007	VEH SIG SEC (12")LED(GRN U-TURN ARW)	EA	1.00	$ 236.00	$ 236.00	$ 450.00	$ 450.00	$ 460.00	$ 460.00

Bid Tab - San Gabriel Parkway Phase 2

20-CIP-2007

Bids Opened: 10/17/2024

Prepared by City of Leander & Freese & Nichols, Inc.

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	Patin Construction	TOTAL	Smith Contracting	TOTAL
TxDOT 682 6008	VEH SIG SEC (12")LED(YEL U-TURN ARW)	EA	1.00	$ 236.00	$ 236.00	$ 450.00	$ 450.00	$ 460.00	$ 460.00
TxDOT 682 6009	VEH SIG SEC (12")LED(RED U-TURN ARW)	EA	1.00	$ 221.00	$ 221.00	$ 450.00	$ 450.00	$ 460.00	$ 460.00
TxDOT 682 6016	VEH SIG SEC (12")LED(HOUSING ONLY)	EA	25.00	$ 330.00	$ 8,250.00	$ 450.00	$ 11,250.00	$ 90.00	$ 2,250.00
TxDOT 682 6018	PED SIG SEC (LED)(COUNTDOWN)	EA	2.00	$ 612.00	$ 1,224.00	$ 450.00	$ 900.00	$ 1,200.00	$ 2,400.00
TxDOT 682 6023	BACK PLATE (12")(3 SEC)	EA	7.00	$ 62.00	$ 434.00	$ 400.00	$ 2,800.00	$ 179.00	$ 1,253.00
TxDOT 682 6024	BACK PLATE (12")(4 SEC)	EA	1.00	$ 75.00	$ 75.00	$ 450.00	$ 450.00	$ 202.00	$ 202.00
TxDOT 684 6028	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)	LF	542.00	$ 1.85	$ 1,002.70	$ 4.00	$ 2,168.00	$ 2.00	$ 1,084.00
TxDOT 684 6031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	320.00	$ 2.00	$ 640.00	$ 4.00	$ 1,280.00	$ 2.25	$ 720.00
TxDOT 684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	570.00	$ 2.62	$ 1,493.40	$ 5.00	$ 2,850.00	$ 2.42	$ 1,379.40
TxDOT 684 6042	TRF SIG CBL (TY A)(14 AWG)(16 CONDR)	LF	502.00	$ 4.50	$ 2,259.00	$ 10.00	$ 5,020.00	$ 7.00	$ 3,514.00
TxDOT 686 6059	INS TRF SIG PL AM(S) 1 ARM (55') LUM	EA	3.00	$ 41,500.00	$ 124,500.00	$ 58,000.00	$ 174,000.00	$ 40,000.00	$ 120,000.00
TxDOT 687 6001	PED POLE ASSEMBLY	EA	2.00	$ 2,070.00	$ 4,140.00	$ 1,700.00	$ 3,400.00	$ 2,900.00	$ 5,800.00
TxDOT 688 6001	PED DETECT PUSH BUTTON (APS)	EA	2.00	$ 830.00	$ 1,660.00	$ 1,250.00	$ 2,500.00	$ 3,800.00	$ 7,600.00
COL 6266/6033	MSDS EQUIP & SET UP	EA	1.00	$ 7,043.56	$ 7,043.56	$ 5,000.00	$ 5,000.00	$ 34,000.00	$ 34,000.00
COL 303-2	TREE PROTECTION	LF	3053.00	$ 5.15	$ 15,722.95	$ 5.00	$ 15,265.00	$ 7.25	$ 22,134.25
Sub Totals					**$ 7,146,247.71**		**$ 6,821,934.00**		**$ 8,328,091.52**
Prep ROW Percentage of Bid Subtotal					2.0%		1.3%		3.2%
Mobilization Percentage of Bid Subtotal					4.6%		1.5%		8.4%
Combined Mobilization and Prep ROW Total					6.6%		2.8%		11.6%

Bid Tab - San Gabriel Parkway Phase 2

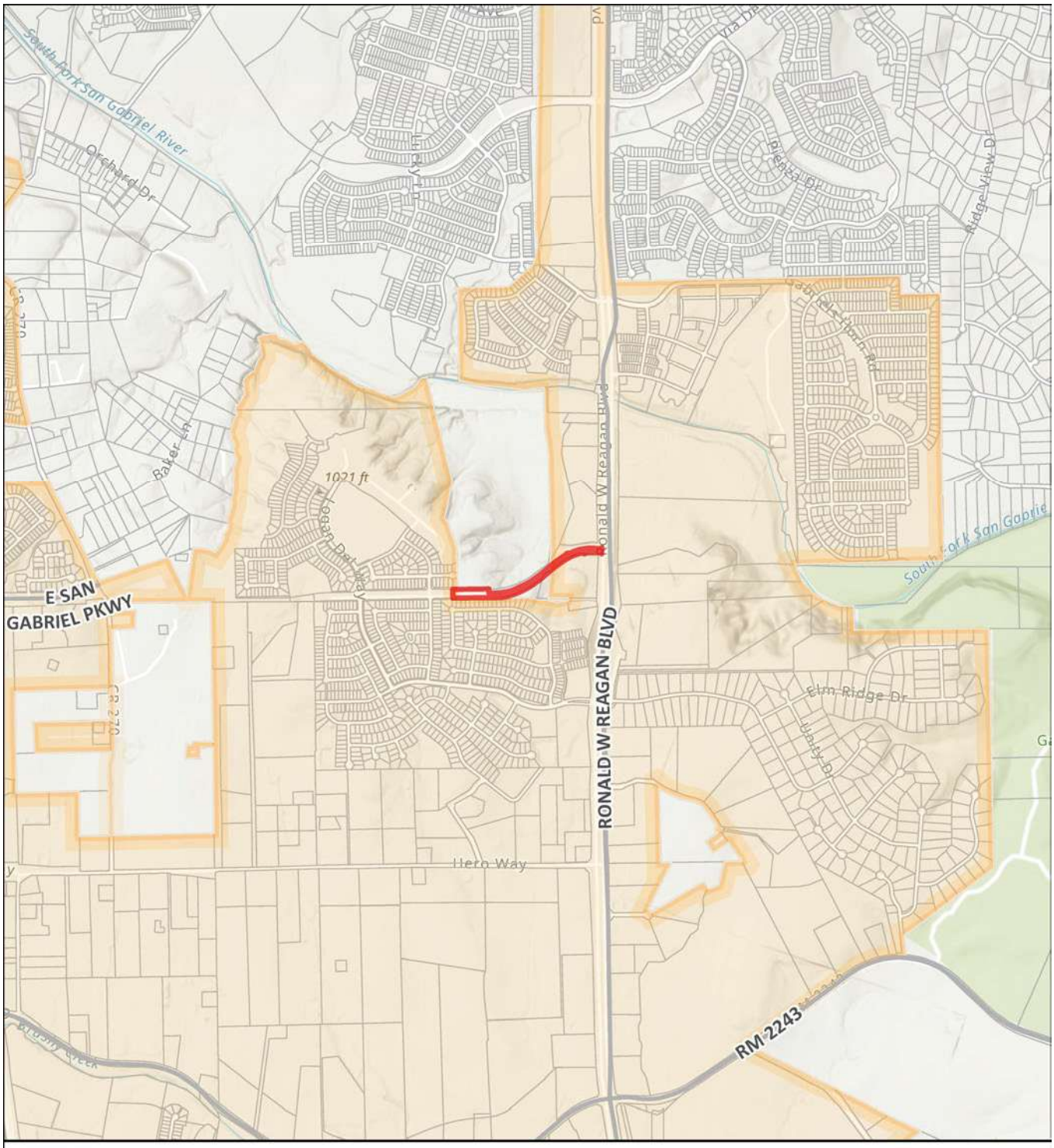
20-CIP-2007

Bids Opened: 10/17/2024

Prepared by City of Leander & Freese & Nichols, Inc.

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE	TOTAL	Patin Construction	TOTAL	Smith Contracting	TOTAL
Alternatives/Add-Ons									
TxDOT 110 XXXX	EXCAVATION (IMPORTED LIMESTONE FLEX BASE)	CY	771	$ 30.00	$ 23,130.00	$ 35.00	$ 26,985.00	$ 40.00	$ 30,840.00
TxDOT 552 6003	Roadway - Fence: WIRE FENCE (TY C)	LF	1710	$ 25.00	$ 42,750.00	$ 25.00	$ 42,750.00	$ 28.00	$ 47,880.00
TxDOT 552 6005	Roadway - Fence: GATE (TY 1)	EA	2	$ 1,900.00	$ 3,800.00	$ 3,500.00	$ 7,000.00	$ 2,000.00	$ 4,000.00
TxDOT 340 6011	Roadway - Driveways: D-GR HMA(SQ) TY-B PG64-22	TON	5.6	$ 125.00	$ 700.00	$ 500.00	$ 2,800.00	$ 560.00	$ 3,136.00
TxDOT 420 6002	Roadway - Driveways: CL A CONC (MISC)	CY	14.6	$ 650.00	$ 9,490.00	$ 700.00	$ 10,220.00	$ 600.00	$ 8,760.00
TxDOT 247 6041	Roadway - Driveways: FL BS (CMP IN PLC) (TYA GR1-2)(FNAL POS)	CY	17	$ 275.00	$ 4,675.00	$ 75.00	$ 1,275.00	$ 200.00	$ 3,400.00
Sub Totals					**$ 84,545.00**		**$ 91,030.00**		**$ 98,016.00**

Grand Total					**$ 7,230,792.71**		**$ 6,912,964.00**		**$ 8,426,107.52**
Prep ROW Percentage of Bid Total					2.0%		1.3%		3.1%
Mobilization Percentage of Bid Total					4.5%		1.4%		8.3%
Combined Mobilization and Prep ROW Total					6.5%		2.7%		11.4%



CIP Program

T.11 - San Gabriel Parkway East - Phase 2

Transportation Projects
T.11

Leander City Limits
Parcels (WCAD)

N W E S

0 2,500
Feet

City of Leander
Geographic Information Systems

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.
No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use, or misuse of the information herein provided.

EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0144 to amend the current zoning of PAG Leander H1 PUD (Planned Unit Development) with the base zoning district of GG-4-A (General Commercial) to allow for an automobile dealership with unlimited outdoor storage on Lot 2, Block B of the PAG Leander H1 Subdivision on one (1) parcel of land approximately 13.342 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R461858; and more commonly known as 9480 183A Toll Road, Leander, Williamson County, Texas.

BACKGROUND:
This request is the final step in the zoning process. This property is located at the northeast corner of the Hero Way and 183A Toll Road. The original PUD was adopted in 2018 and included 37.25 acres and a total of three (3) lots. Lot 1, Block B is currently developed as a Honda and Hyundai Dealership. Lot 1, Block A is proposed as a future expansion of the existing dealership and a commercial lot. The applicant has submitted this request in order to develop Lot 2, Block B as a new automobile dealership and remove limitation on outdoor storage. The original PUD relaxed the storage and screening requirements specifically for Lot 1, Block B and applied the ordinance standards to the remainder of the property.

The purpose in this request is to match the use and outdoor storage of the original PUD zoning for Lot 1, Block B. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in an Employment Center as identified by the Comprehensive Plan. If the zoning change is not approved, the developer will not be able to move forward with the car dealership as proposed.

The Planning Analysis is provided as Attachment #1 and provides more details about the request and the property.

Staff recommendation was approval. During the meeting of December 12, 2024, the Planning & Zoning Commission recommended approval.

HISTORY/TIMELINE:
12/20/2018 – Zoning, Concept Plan, and Preliminary Plat Approved
12/12/2024 – Planning & Zoning, 1st Public Hearing
01/02/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:
Goree (Gerardo Ramos) on behalf of Roger Beasley Mazda, Inc. (Roger Beasley)

RECOMMENDATION:
The City Council approved the zoning request during the January 2, 2025 meeting.

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

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Fiscal Impact

Attachments:

1. Z-24-0144 Att 1 Planning Analysis - PAG Leander H1 PUD
2. Z-24-0144 Att 2 Current Zoning - PAG Leander H1 PUD
3. Z-24-0144 Att 3 FLU Map - PAG Leander H1 PUD
4. Z-24-0144 Att 4 Public Notification - PAG Leander H1 PUD
5. Z-24-0144 Att 5 Proposed Zoning - PAG Leander H1 PUD
6. Z-24-0144 Att 6 Aerial Map - PAG Leander H1 PUD
7. Z-24-0144 Att 7 PUD Notes Redline - PAG Leander H1 PUD
8. Z-24-0144 Att 8 Letter of Intent - PAG Leander H1 PUD
9. Z-24-0144 Att 9 Neighborhood Outreach - PAG Leander H1 PUD
10. Z-24-0144 Att 10 Ordinance - PAG Leander H1 PUD
11. Z-24-0144 Att 11 12-12-2024 P & Z Minutes

PLANNING ANALYSIS

ZONING CASE Z-24-0144
PAG LEANDER H1 – PUD AMENDMENT #2

GENERAL INFORMATION

Owner/Agent: Goree (Gerardo Ramos) on behalf of Roger Beasley Mazda, Inc. (Roger Beasley).

Current Zoning: PAG Leander H1 PUD (Planned Unit Development) with the base zoning district GC-4-A (General Commercial)

Proposed Zoning: PAG Leander H1 PUD Amendment #2 (Planned Unit Development) with the base zoning district of GC-4-A (General Commercial)

Size and Location: The property is located at 9480 183A Toll Road, Leander, Williamson County, Texas, including approximately 13.342 acres.

Staff Contact: Michael Chenausky
Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop Lot 2, Block B as a new automobile dealership and remove limitation on outdoor storage. The purpose is to match the use and outdoor storage of the original PUD zoning for Lot 1, Block B.

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 property to the north is an existing automobile dealership which was approved with the PAG Leander H1 PUD. The original PUD only included Lot 1, Block B when specifying the automobile dealership use and waived the limitation on outdoor storage to allow for the unlimited display of inventory vehicles. Under the current zoning, the outdoor storage is limited to sixty (60%) percent of the gross floor area of the primary building.

There is a pending amendment titled PAG Leander H1 – PUD Amendment #1 that is currently in review.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PAG Leander H1 PUD	Automobile Dealership

EAST	SFR-1-B and ETJ	Undeveloped and Heavy Industrial
SOUTH	PUD/TOD CD	Undeveloped and Commercial
WEST	PUD GC	Undeveloped

SURROUNDING AREA:
This property is located at the hard corner of Hero Way and 183A Toll Road on the northeast side of the intersection. The property to the north is the existing Honda and Hyundai dealerships. Properties to the east are undeveloped and to the northeast is a concrete business. Properties to the south and southwest are part of the PUD/TOD CD (Conventional Development) district and are mostly undeveloped with other commercial uses in place. Properties to the west are currently zoned for a gas station (Quik Trip) and home improvement businesses (Home Depot).

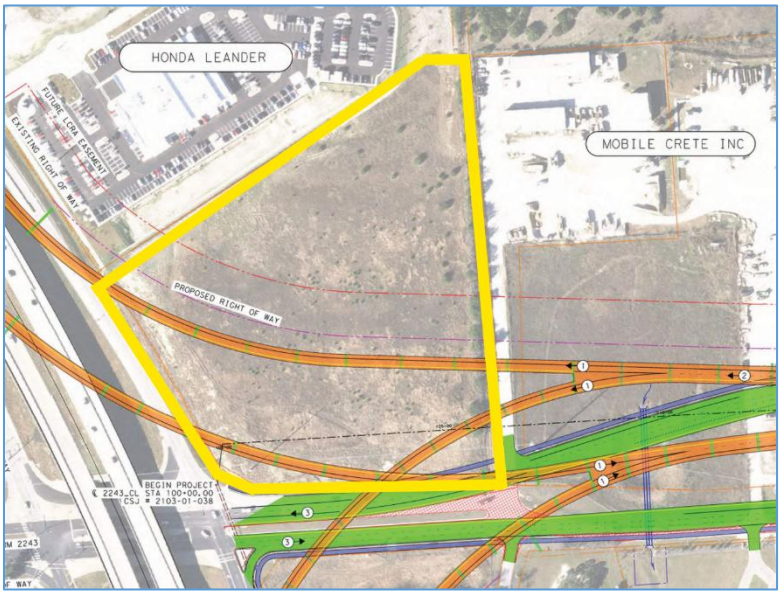
PHYSICAL AND NATURAL FEATURES:
This property contains little to no tree cover and is not located near the floodplain. This property will be subject to the Hero Way expansion which will limit development to the northeastern corner of the property.

PROPERTY HISTORY:
This property was annexed into the City of Leander on 11/06/2002.

PREVIOUS ZONING CASES:
The following zone cases were previously submitted for this property:

- 18-TOD-Z-019 requested a zone change from PUD/TOD (Planned Unit Development/Transit Oriented Development Conventional Development Sector to PAG Leander H1 PUD (Planned Unit Development) with the base zoning district GC-4-A (General Commercial) and was approved on 12/20/2018.

MAJOR CORRIDORS:
This property has access onto 183A Toll Road, Hero Way West, and CR 269. Based on the future expansion of Hero Way, this property will only take access from 183A Toll Road and CR 269.



TRANSPORTATION PLAN REQUIREMENTS:
This property includes the future expansion of Hero Way which will include an overpass road across the property frontage.

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
183A Toll Road	Arterial	Commercial	400' ROW 10' sidewalk
Hero Way	Arterial	Commercial	400' ROW 10' sidewalk
CR 269	Collector	Commercial	74' ROW 6' sidewalk

SUBDIVISIONS:
The following subdivision cases were previously submitted for this property:

- The Concept Plan CP-22-0007 and Preliminary Plat PP-22-0010 were approved on 12/20/2018.
- The Final Plat FP-23-0125 for Lot 2, Block B is currently under review.

EXISTING UTILITIES:
This property has access to water and wastewater utilities along 183A Toll Road.

CURRENT LAND USES:
This property is currently undeveloped.

PROPOSED ZONING DISTRICT:

USE COMPONENT

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development Amendment (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to allow unlimited outdoor storage associated with an automobile dealership. The contents of this PUD Amendment further explain and illustrate the overall function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. 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.

GC – GENERAL COMMERCIAL:

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT

TYPE 4 (non-residential only):

Features: Accessory buildings up to sixty (60%) percent of primary building; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display; substantial outdoor storage; outdoor entertainment venues and animal boarding.

Intent:

(1) The Type 4 site component is intended to be utilized in combination with GC, HC or HI components where appropriate for moderately intense outdoor site requirements and a need to utilize the outdoor site area for significant outdoor display, storage and accessory buildings and similar permitted uses.
(2) This site component is intended only for industrial or heavy commercial uses and may be utilized only with GC, HC or HI use components.
(3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.
(4) Compliance with Type 1, 2 or 3 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: Five (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

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories

EMPLOYMENT CENTER

- The Employment Center future development category is for primary jobs and business in strategic locations. These areas are intended for regional-serving employment in planned campus-like environments for office, research, medical, manufacturing, light industrial, warehouse, and heavy commercial uses. To remain competitive in today's corporate marketplace, contemporary workforce-supporting elements such as amenities, retail and high-density residential are also encouraged in an integrated development pattern.

  The Employment Center area is focused on meeting the plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. In a planned environment, upper-story vertical mixed-residential is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

  Desired Mix: 100% Non-Residential, 0% 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 11/28/2022. Staff have been in communications with the applicant following the development meeting.

No ordinance changes occurred following the development meeting which may have impacted this project.

NOTIFICATION

11/21/2024 - Public Notice on Hill Country News
11/27/2024 - Mail Notification to Property Owners within 200'
11/27/2024 - Public Hearing Signage Posted on Property
12/12/2024 - Planning and Zoning Commission Public Hearing
01/02/2024 - City Council Public Hearing & First Reading of the Ordinance
01/16/2024 - 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.

Communication with the adjacent property owners was had, please see Neighborhood Outreach attachment for more detail. Below is a list of comments/concerns that were discussed during the meeting:

- Concerns raised about the design and entrance off CR 269 and how it would affect access for the SRM Concrete business.

The following changes were made to address issues discussed.

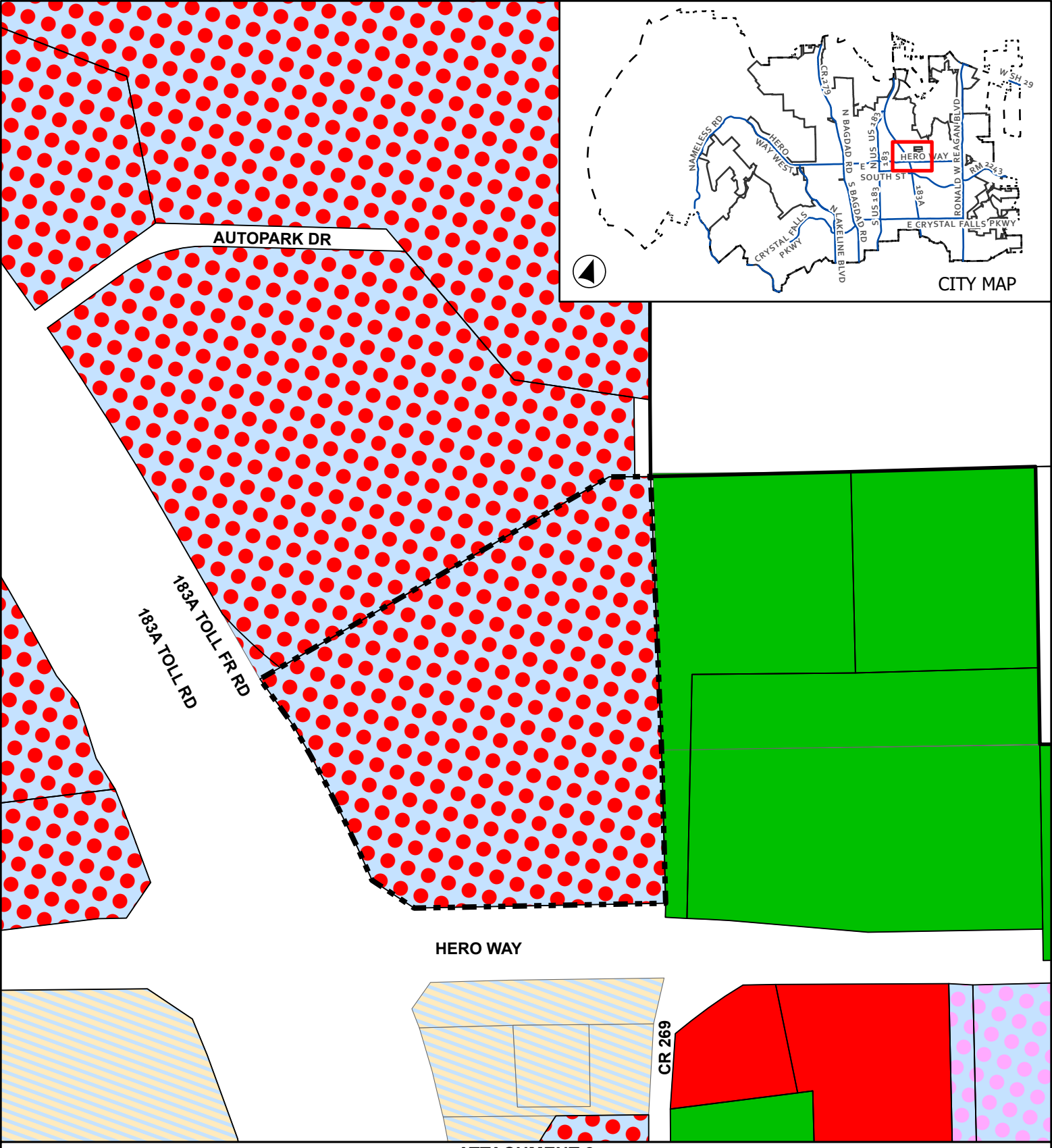
- Construction documents have been updated per an agreed design with SRM Concrete.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This property is currently part of the PAG Leander H1 PUD which included a range of waivers associated with the automobile dealership on Lot 1, Block B. This zoning request does not change the previous contents except to include Lot 2, Block B in Section III to allow the automobile dealership and Section VI (D) of the PUD which would allow for unlimited outdoor storage. Under the current zoning, the outdoor storage is limited to sixty (60%) percent of the gross floor area of the primary building. This request would allow for the automobile dealership to operate without the stated limitation.

The proposed use is compatible with the base zoning district of GC-4-A and is also compatible with the surrounding land uses as a regional commercial business. Staff recommends approval of the PUD Amendment.



CASE: Z-24-0144

ATTACHMENT 2

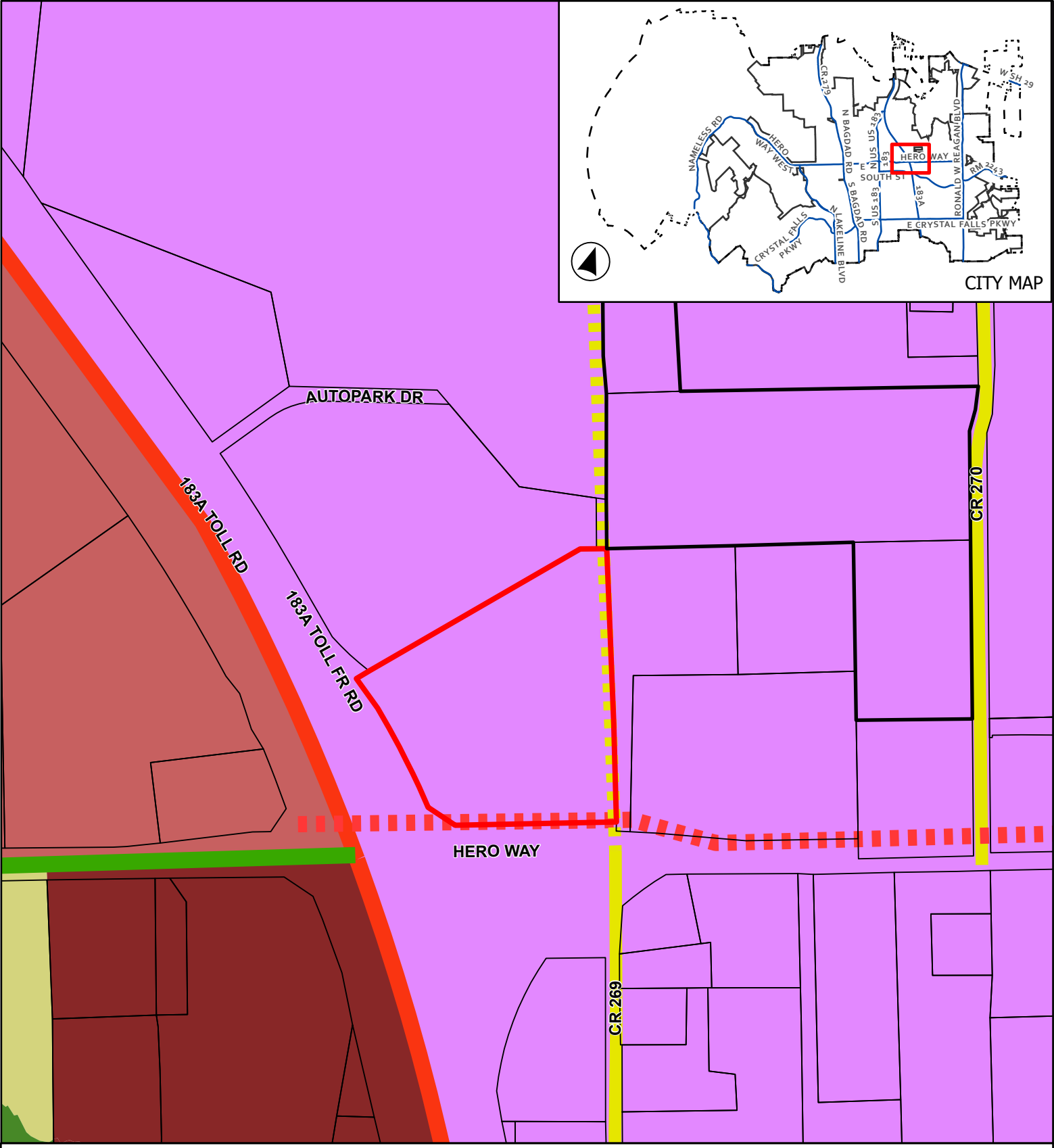
PAG LEANDER H1
MAJOR AMENDMENT
EXISTING PUD

Current Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- GC - General Commercial
- PUD - General Commercial
- PUD - Heavy Commercial
- CD - Conventional Sector

0 100 200
Feet

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 herin provided.



CASE: Z-24-0144

ATTACHMENT 3

PAG LEANDER H1
MAJOR AMENDMENT
EXISTING PUD

Future Land Use Map

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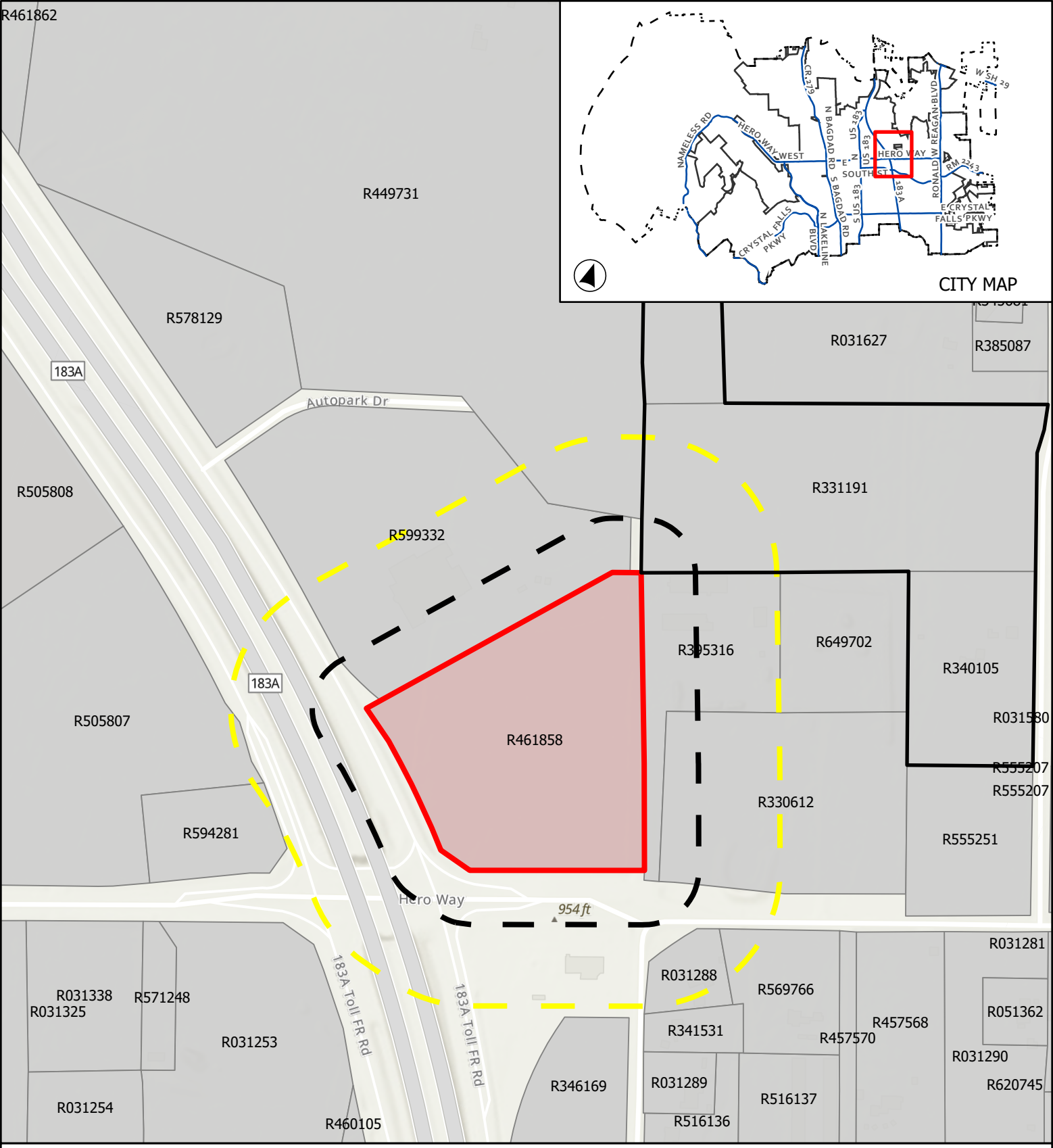
0 180 360
Feet

- Leander City Limits
- ETJ Boundary
- Subject Boundary

Future Land Use
- Activity Center
- Employment Center
- Urban Mixed Use
- Leander Central
- Greenway

Thoroughfare Plan
- Access Controlled, Existing
- Arterial 6 Lane, Existing
- Collector, Existing
- Access Controlled, Proposed
- Collector, Proposed



CASE: Z-24-0144 | **ATTATCHMENT 4** | **PAG LEANDER H1 MAJOR AMENDMENT EXISTING PUD**

Public Notification

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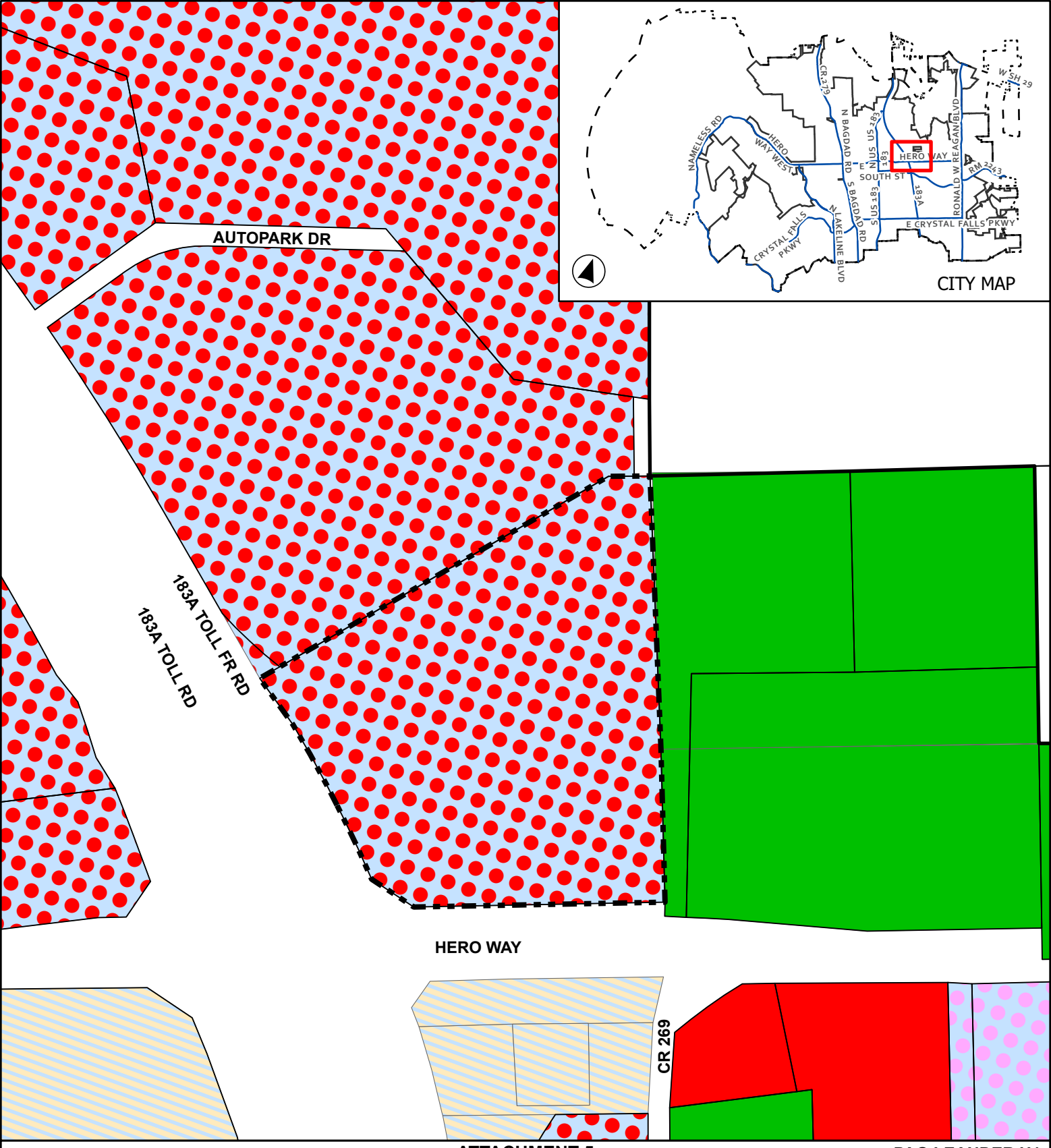
0 190 380

Feet

City Limits
ETJ Boundary
Subject Boundary

Notification Buffer
200'
500'



CASE: Z-24-0144

ATTACHMENT 5

PAG LEANDER H1
MAJOR AMENDMENT
EXISTING PUD

Proposed Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- GC - General Commercial
- PUD - General Commercial
- PUD - Heavy Commercial
- CD - Conventional Sector

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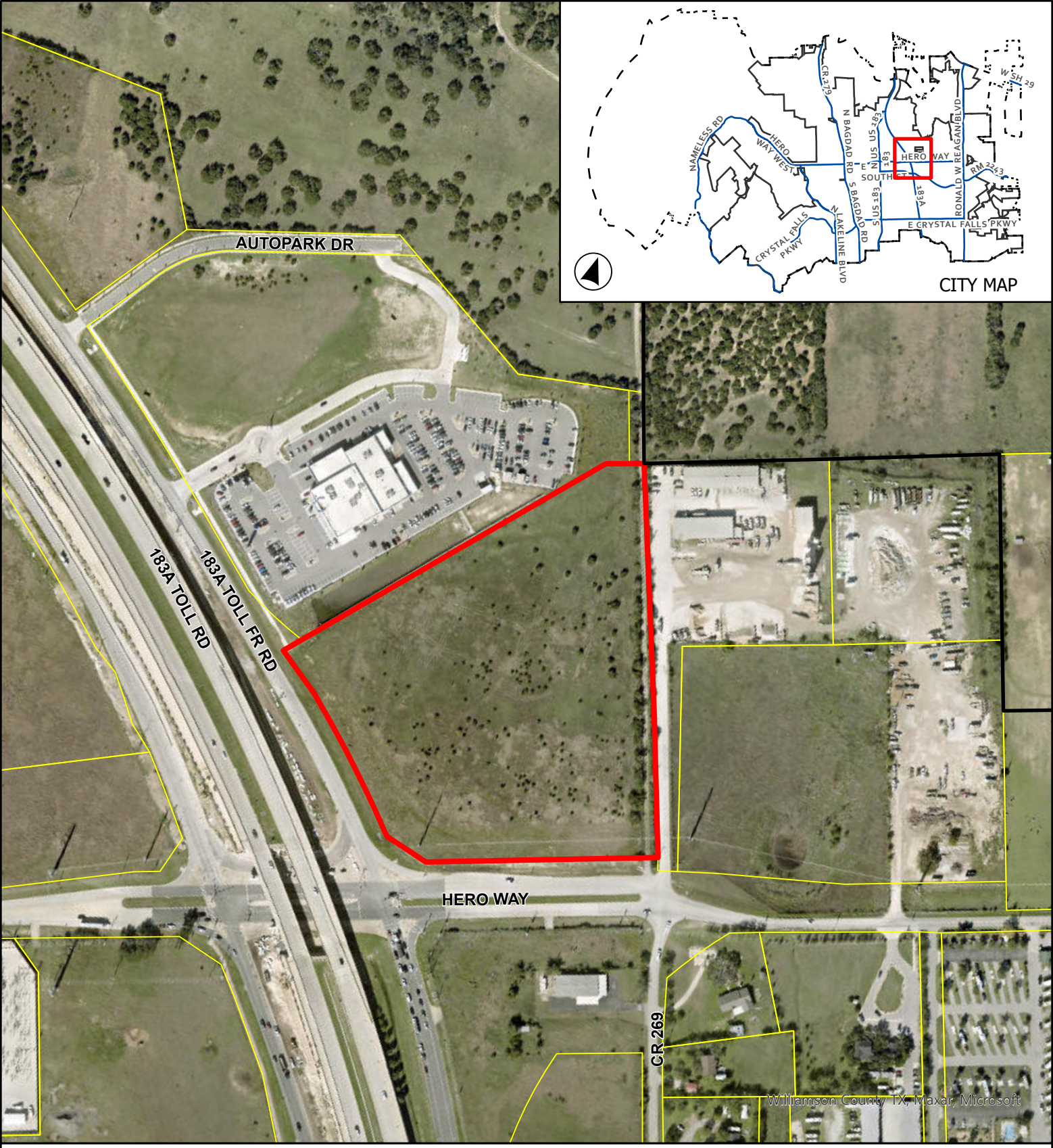
0 100 200
Feet



CASE: Z-24-0144 | **ATTACHMENT 6** | **PAG LEANDER H1 MAJOR AMENDMENT EXISTING PUD**

Aerial 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 herin provided.

0 130 260

Feet

Leander City Limits

Subject Boundary

PAG LEANDER H1 -PLANNED UNIT DEVELOPMENT AMENDMENT #2

I. Purpose and Intent

A. The PAG Leander H1 PUD (the "**PUD**") consists of approximately 37.25 acres located in Leander, Williamson County, Texas, and more particularly described on **Exhibit "A"** attached to this PUD Ordinance (the "**Property**"). The PUD shall be developed as a commercial development.

B. Except as otherwise provided in this PUD Ordinance, the Property and PUD shall be governed by the ordinances of the City of Leander (the "**City Code**"). This PUD Ordinance is intended to, and shall, supersede the City Code. In the case that this PUD Ordinance does not address a specific City requirement, the City Code shall apply to the extent it is not inconsistent with this PUD Ordinance, and in the event any amendment to the City Code adopted after the date of this PUD Ordinance is inconsistent with the provisions of this PUD Ordinance, the provisions of this PUD Ordinance shall apply. Any capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the City Code.

II. Applicability and Base Zoning.

A. All aspects regarding the development of the PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established by this PUD Ordinance.

B. For purposes of establishing development standards for the PUD, the GC-4-A (General Commercial) base zoning district has been selected from the Leander Composite Zoning Ordinance for the proposed commercial development.

III. Conceptual Site Layout and Land Use Plan.

Exhibit "C" attached is a conceptual site layout, land use plan and preliminary plat intended to visually convey the general layout for the PAG Leander H1 PUD (the "**Land Use Plan**"). The PUD shall be developed in various stages as the owner of the Property may be determined to be necessary, appropriate or desirable. The first portion of the Property to be developed will be Lot 1, Block B which shall also be developed in phases. The design is not final, and is subject to refinement during the development, final platting and site planning stages. The initial use for Lot 1 and Lot 2, Block B shall be as a new automobile dealership. The initial, specific commercial uses of Lot 1, Block A ~~and Lot 2, Block B~~ have not been determined. Site development plans will be submitted to the City with each site plan application for the development of each of the Lots and the various phases of the PUD. This PUD Ordinance does not constitute final plat or site plan approval of the attached plan. The exact locations and specifications for the buildings, structures, parking and other improvements shall be determined as site development permits are submitted and approved as being consistent with the intent and provisions of this PUD Ordinance.

IV. Permitted Uses.

The permitted uses allowed within the PAG Leander H1 PUD shall include (a) all of the list of permitted uses defined in Article III, Section 16 (GC-General Commercial) of the Leander Composite Zoning Ordinance, and (b) automobile collision center/body shop and repairs, provided development of an automobile collision center/body shop and repair facility shall require the submittal of an amendment to the Land Use Plan attached as **Exhibit "C"** to reflect compliance with outdoor storage screening requirements of the Composite Zoning Ordinance except as otherwise approved by the City Council. Accessory uses for the sale of new vehicles shall include, but not be limited to, the sale, rental, and leasing of previously owned vehicles; the fueling and washing of vehicles; vehicle services (including body shop, maintenance, and repairs); and vehicle paint booths and detailing.

V. Development Standards for the CD Sector; Outdoor Display Areas.

A. The following Development Standards for the Conventional Development Sector (CD) are not necessary to provide transition to pedestrian oriented neighborhoods and shall not apply to Lot 1, Block B of the PUD: Section 2.4(b), (d) and (e), and Section 3.2(b).

B. The paved areas on Lot 1, Block B of the PUD designated as "outdoor display" and "outdoor storage" for the display of vehicles for sale, lease or rent and for storage of vehicles for repairs and maintenance, respectively, are not subject to the requirements applicable to parking of the Development Standards for the CD Sector or the requirements applicable to parking of the Leander Composite Zoning Ordinance.

VI. Site Components.

A. Fueling and washing of vehicles within Lot 1, Block B of the PUD shall be located as reflected on the Land Use Plan attached as **Exhibit "C."** The properties adjacent to Lot 1, Block B of the PUD shall be considered to be other than residential and the Type 3 fueling and washing of vehicles location requirements of Article V, Section 3(b)(v)(a), (b), (c) and (e) of the Leander Composite Zoning Ordinance shall not apply to Lot 1, Block B of the PUD.

B. Access to the PUD shall be provided as reflected on the Land Use Plan attached as **Exhibit "C"**, including specifically access to and from the frontage road of 183A Toll Road.

C. Because the properties adjacent to Lot 1, Block B of the PUD shall be considered to be other than residential, the Type 2 location requirements for service lanes of Article V, Section 4(b)(1) of the Leander Composite Zoning Ordinance shall not apply Lot 1, Block B of the PUD.

D. Outdoor storage areas are permitted as reflected on the Land Use Plan attached as **Exhibit "C,"** and the provisions of Article V, Section 4(b)(3)(i) and (ii) and Section 4(b)(5) shall not apply to Lots 1 and 2, Block B of the PUD. The landscaping to be provided as reflected in the Landscape Plan for Lot 1, Block B of the PUD attached hereto as **Exhibit "D",**

Exhibit "E," and **Exhibit "F,"** satisfies the screening requirements of Article V, Section 4(b)(3)(iii) for such outdoor storage areas on Lot 1, Block B of the PUD.

VII. Site Standards.

A. Landscaping and screening for the development within Lot 1, Block B of the PUD shall be provided as reflected in the Landscape Plan attached hereto as **Exhibit "D," Exhibit "E,"** and **Exhibit "F."** Except as provided in the Landscape Plan and this PUD Ordinance, landscaping shall comply with the requirements of Article VI, Section 1(b) of the Leander Composite Zoning Ordinance. The percentage of required landscaping for Lot 1, Block B of the PUD shall be determined on the cumulative basis of the entire area within Lot 1, Block B of the PUD.

B. Structural stabilization, including vertical walls and riprap, of detention and water quality ponds on Lot 1, Block B of the PUD shall comply with Section 1(b)(10(i) of the Leander Composite Zoning Ordinance except such structural stabilization shall be limited to not more than fifty percent (50%) of the perimeter of the pond, and such ponds may be greater than eighteen inches deep.

C. The screening requirements of Article VI, Section 1(d)(1)(i), (iii), (v), (vi), (vii), and (viii); Section 1(d)(4) and (5); Section 1(e)(2), (7) and (8) of the Leander Composite Zoning Ordinance shall not apply within Lot 1, Block B of the PUD along and adjacent to the frontage road of 183A Toll Road.

D. Within Lot 1, Block B of the PUD, evergreen vegetative screens, landscape berms, or a combination of vegetative screens and landscape berms, if used at the discretion of the owner, may be at least one (1) foot in height and may be limited to a total of two (2) feet in height.

E. Queuing spaces and service lanes within Lot 1, Block B of the PUD may be located as reflected on the Land Use Plan attached as **Exhibit "C,"** and the provisions of Article VI, Section 1(e)(4)(ii) and (5)(ii) of the Leander Composite Zoning Ordinance shall not apply within Lot 1, Block B of the PUD.

F. The required handicap accessible parking requirements of Article VI, Section 3(b) of the Leander Composite Zoning Ordinance shall apply only to the number of required parking spaces for the uses within Lot 1, Block B of the PUD, and vehicle parking spaces within the outdoor display, outdoor storage and accessory use areas within Lot 1, Block B of the PUD shall not be included for purposes of calculating the number of required handicap accessible parking spaces.

G. The minimum setbacks for the buildings, paving, driveways, parking, outdoor storage, outdoor display and accessory uses within Lot 1, Block B of the PUD are shown on the Land Use Plan attached as **Exhibit "C."** The maximum setback requirements of Article VI, Section 6(a) of the Leander Composite Zoning Ordinance shall not apply within Lot 1, Block B of the PUD.

H. Parking aisle connections between Lot 1, Block B and Lot 2, Block B of the PUD shall not be required.

I. A combination of bollards and landscaping may be installed around along the edges of paved areas within Lot 1, Block B of the PUD parallel to the street rights-of-way. Fences, in connection with or independent from landscaping, may be installed along the common boundary of Lot 1, Block B and Lot 2, Block B of the PUD and along the perimeter boundaries of Lot 1, Block B of the PUD that are not adjacent to street rights-of-way. Swinging and/or automatic gates shall be permitted for all driveways providing access to and from Lot 1, Block B of the PUD.

VIII. Architectural Components.

The Section 1: Type A architectural component of Article VII (Architectural Standards) of the Leander Composite Zoning Ordinance shall apply within the PUD; provided, the buildings and other structures within Lot 1, Block B of the PUD may comply with the architectural components, design and elevations, and materials palette attached hereto as **Exhibit "G."**

IX. Architectural Standards.

The overhead (commercial service) doors for queuing spaces and service lanes for the primary buildings on Lot 1, Block B of the PUD may face 183A Toll Road as shown on the Land Use Plan attached as **Exhibit "C,"** and overhead (commercial service) doors for the accessory buildings on Lot 1, Block B of the PUD as shown on the Land Use Plan attached as **Exhibit "C,"** may face C.R. 269, and the screening requirements of Article VI, Section 1(e)(4) and (5) of the Leander Composite Zoning Ordinance shall not apply to such overhead (commercial service) doors within Lot 1, Block B of the PUD.

X. Subdivision Ordinance and Roadway Adequacy Standards.

A. A traffic impact analysis shall not be required for the approval of any application for the development or use of property within Lot 1, Block B of the PUD, including without limitation, for the final plat, construction plans, site development permit or building permit with respect to Lot 1, Block B of the PUD.

B. The Land Use Plan attached as Exhibit "C" constitutes the Concept Plan and the Preliminary Plat for the Property. Any final plat, construction plans or site development permit submitted for the development of any portion of the PUD that comply with the requirements of this PUD Ordinance shall be deemed to have satisfied the requirements of Chapter 10, Exhibit A (Subdivision Regulations) of Leander's Code of Ordinances, and the improvements associated with this PUD meet the requirements of the Roadway Adequacy Regulations of Article 10.03 of Leander's Code of Ordinances.

C. Auto Park Drive as shown on the Land Use Plan attached as **Exhibit "C"** shall be designed and constructed in accordance with the road section attached hereto as **Exhibit "H."**

D. The provisions of Section 42(h) of the Leander Subdivision Ordinance with respect to reciprocal access for drive lanes, fire lanes, driveways, and parking lots shall not apply between Lot 1, Block B and Lot 2, Block B of the PUD; provided, the owners of Lot 1, Block B and Lot 2, Block B may provide for access to and from the driveway on Lot 2, Block B as shown on the Land Use Plan attached as **Exhibit "C,"** as such owners may determine.

E. Access to and from the frontage road of 183A Toll Road and Lot 2, Block B of the PUD from the driveway on Lot 2, Block B of the PUD as reflected on the Land Use Plan attached as **Exhibit "C"** shall be permitted, and access to and from Lot 2, Block B of the PUD to Hero Way as provided by Section 45(b)(11) of the Leander Subdivision Ordinance shall not be required.

F. The note required by Section 45(b)(12) of the Leander Subdivision Ordinance shall state that all building setback lines with the PAG Leander H1 PUD shall be in accordance with the Leander Composite Zoning Ordinance as modified by this PUD Ordinance.

G. One-half (1/2) of the right-of-way of CR 269 shall be dedicated by the final plat(s) of each of the adjacent Lots within the PUD in accordance with Section 10.03.003(c)(3) of the Roadway Adequacy Standards. Except as provided below with respect to Lot 1, Block B of the PUD, the improvement of CR 269, or the payment of the proportional share of the cost of CR 269 by the owner of such adjacent Lots, will be determined at the time of the approval of the final plat(s) of each of the adjacent Lots within the PUD in accordance with Section 10.03.003 of the Roadway Adequacy Standards. Notwithstanding the foregoing, all of the right-of-way for Auto Park Drive located between Block A and Block B of the PUD shall dedicated by the final plat for Lot 1, Block B of the PUD; all of the street and related improvements for the portion of Auto Park Drive located between Block A and Block B of the PUD shall be constructed as part of the subdivision improvements for such final plat of Lot 1, Block B of the PUD; and the owner of Lot 1, Block B of the PUD shall have no obligation for the construction of CR 269 or for any of the cost of the construction of CR 269. The obligation of the owner of Lot 1, Block B of the PUD for fees or any of the cost of the construction of CR 269 is satisfied by the construction of the portion of Auto Park Drive located between Block A and Block B of the PUD.

XI. **Signs**.

A. Two (2) pylon signs shall be permitted at the locations as reflected on the Land Use Plan attached as **Exhibit "C."** The pylon signs at the locations on 183A Toll Road may be of a height of up to forty (40) feet and may have up to two hundred (200) square feet of sign area on each side. The monument sign at the location adjacent to future C.R. 269 may comply with the requirements of Section 3.08.012(B)(4) for signs on an arterial road. Only lettering and graphics shall be used to calculate the square feet of sign area, structure and base components and address numerals shall not be considered part of the sign area.

B. The two (2) pylon signs on Lot 1, Block B of the PUD shall be generally consistent with the renderings depicted on **Exhibit "I"** attached hereto; provided, a surround of stone,

brick or other masonry material shall be constructed around the base of each pylon sign. Such pylon signs may be internally or externally illuminated.

C. Within Lot 1, Block B of the PUD, directional signs along 183A Toll Road or the future C.R. 269 may be of up to ten (10) feet in height and may include up to forty (40) feet of sign area, and all other directional signs within the interior of Lot 1, Block B of the PUD may be up to five (5) feet in height and may include up to fifteen (15) feet of sign area.

D. The maximum height of a flagpole on Lot 1, Block B of the PUD shall not exceed 80 feet and the maximum flag size shall not exceed three hundred seventy five (375) square feet, and the height limit for flagpoles and flag size maximums in of Article VIII, Section 8 of the Leander Composite Zoning Ordinance and Section 3.08.012 B. (3) of the Sign Ordinance shall not apply within Lot 1, Block B of the PUD.

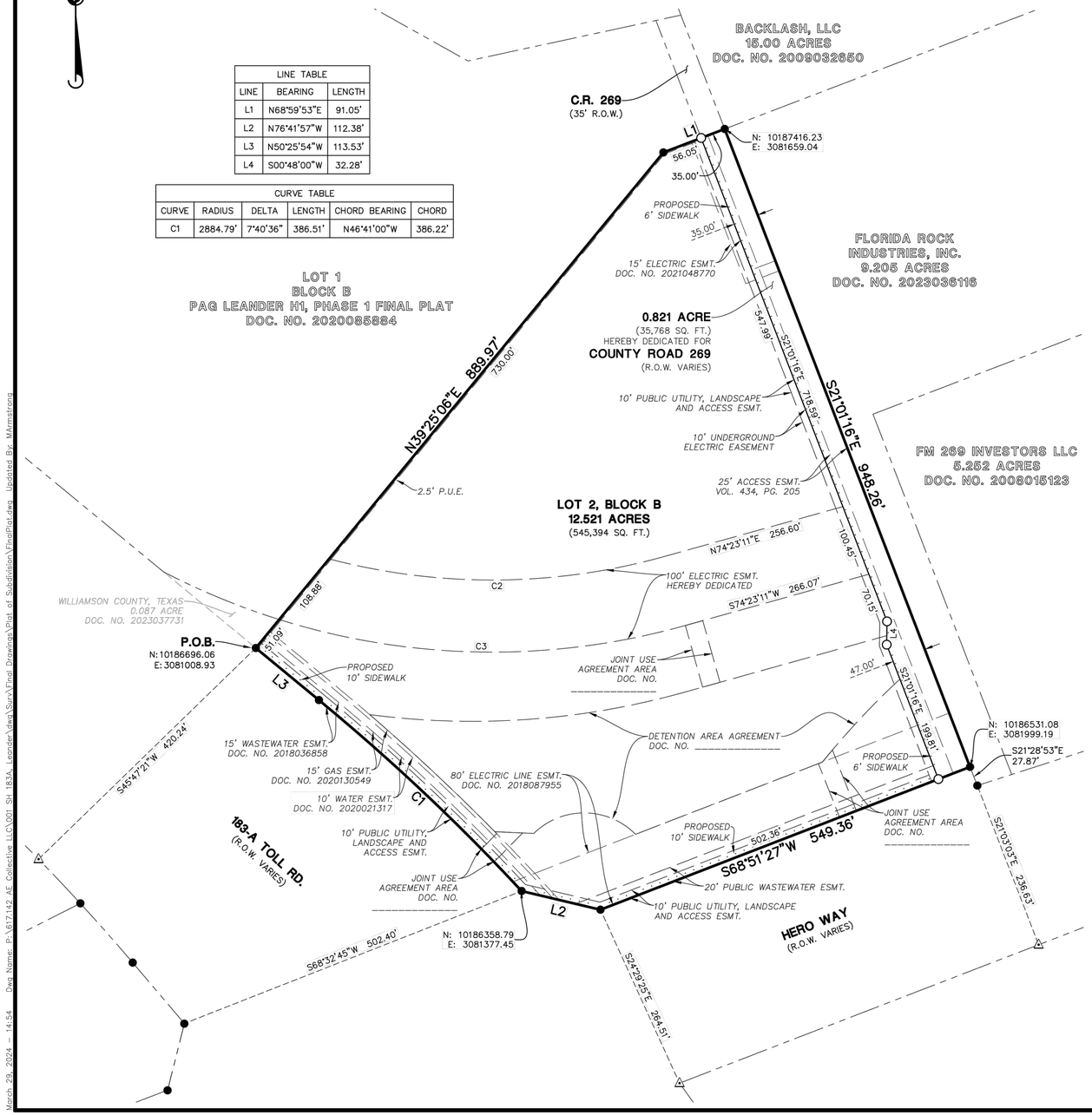
PAG LEANDER H1 PHASE 2 LOT 2 BLOCK B

13.342 ACRES OUT OF THE TALBOT CHAMBERS SURVEY ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS

OWNER: ROGER BEASLEY MAZDA, INC.
6825 BURNET ROAD
AUSTIN, TX 78757
(512)459–4111
ACREAGE: 13.342
PATENT SURVEY: TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125
NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 948.26'
ACREAGE BY LOT TYPE: COMMERCIAL DEVELOPMENT: 12.521
NEW R.O.W.: 0.821
NUMBER OF LOTS BY TYPE: COMMERCIAL DEVELOPMENT – 1

SURVEYOR: ABRAM DASHNER, RPLS 5901
MANHARD CONSULTING, LTD
6448 E. HWY 290 STE. B–105
AUSTIN, TX 78723
(512)244–3395

0 50 100 200
SCALE: 1"=100'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N68°59'53"E	91.05'
L2	N76°41'57"W	112.38'
L3	N50°25'54"W	113.53'
L4	S00°48'00"W	32.28'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	2884.79'	7°40'36"	386.51'	N46°41'00"W	386.22'

LEGEND

- ● = FOUND 1/2–INCH IRON ROD
- △ = CALCULATED POINT
- ○ = SET 1/2–INCH IRON ROD WITH "MANHARD CONSULTING" CAP
- P.O.B. = POINT OF BEGINNING
- . . . . . = SIDEWALK

DESCRIPTION

13.342 ACRES, MORE OR LESS, OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125 IN WILLIAMSON COUNTY, TEXAS, BEING THAT CERTAIN 13.342 ACRE TRACT OF LAND CONVEYED TO BEASLEY MAZDA, INC., BY DEED OF RECORD IN DOCUMENT NO. 2022042091, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 13.342 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2–INCH IRON ROD FOUND IN THE NORTHEAST RIGHT–OF–WAY LINE OF 183–A TOLL RD. (400' R.O.W.), BEING THE MOST SOUTHERLY CORNER OF LOT 1, BLOCK B, PAG LEANDER H1, PHASE 1 FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2020085884, OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHWESTERLY CORNER OF SAID 13.342 ACRE TRACT AND HEREOF;

THENCE, N39°25'06"E, IN PART ALONG SAID NORTHEAST RIGHT–OF–WAY LINE, AND IN PART ALONG THE SOUTHEAST LINE OF LOT 1, BLOCK B, PAG LEANDER H1, PHASE 1 FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2020085884, OF SAID OFFICIAL PUBLIC RECORDS, BEING THE NORTHWEST LINE OF SAID 13.342 ACRE TRACT, A DISTANCE OF 889.97 FEET TO A 1/2–INCH IRON ROD FOUND, FOR AN ANGLE POINT;

THENCE, N68°59'53"E, CONTINUING ALONG THE SOUTHEAST LINE OF SAID LOT 1, BEING THE NORTHWEST LINE OF SAID 13.342 ACRE TRACT, PASSING AT A DISTANCE OF 56.05 FEET THE SOUTH TERMINUS OF THE WEST RIGHT–OF–WAY LINE OF C.R. 269 (35' R.O.W.), CONTINUING WITH THE SOUTH TERMINUS OF SAID C.R. 269, IN ALL A DISTANCE OF 91.05 FEET TO A 1/2–INCH IRON ROD FOUND AT THE SOUTH TERMINUS OF THE EAST RIGHT–OF–WAY LINE OF SAID C.R. 259, BEING THE SOUTHWEST CORNER OF THAT CERTAIN 15.00 ACRE TRACT CONVEYED TO BACKLASH, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2009032650, OF SAID OFFICIAL PUBLIC RECORDS, ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN 9.205 ACRE TRACT CONVEYED TO FLORIDA ROCK INDUSTRIES, INC., BY DEED OF RECORD IN DOCUMENT NO. 2023036116, OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHEASTERLY CORNER OF SAID 13.342 ACRE TRACT AND HEREOF;

THENCE, S21°01'16"E, ALONG THE WEST LINE OF SAID 9.205 ACRE TRACT, BEING THE EAST LINE OF SAID 13.342 ACRE TRACT, A DISTANCE OF 948.26 FEET TO A 1/2–INCH IRON ROD FOUND IN THE NORTH RIGHT–OF–WAY LINE OF HERO WAY (R.O.W. VARIES), FOR THE SOUTHEASTERLY CORNER OF SAID 13.342 ACRE TRACT AND HEREOF;

THENCE, S68°51'27"W, ALONG SAID NORTH RIGHT–OF–WAY LINE, BEING THE SOUTH LINE OF SAID 13.342 ACRE TRACT, A DISTANCE OF 549.36 FEET TO A 1/2–INCH IRON ROD FOUND AT THE EAST TERMINUS OF A RIGHT–OF–WAY RETURN LINE BETWEEN SAID NORTH RIGHT–OF–WAY LINE AND SAID NORTHEAST RIGHT–OF–WAY LINE OF 183–A TOLL RD., FOR THE MOST SOUTHERLY CORNER OF SAID 13.342 ACRE TRACT AND HEREOF;

THENCE, N76°41'57"W, ALONG SAID RIGHT–OF–WAY RETURN LINE, BEING THE SOUTH LINE OF SAID 13.342 ACRE TRACT, A DISTANCE OF 112.38 FEET TO A 1/2–INCH IRON ROD FOUND AT THE WEST TERMINUS OF SAID RIGHT–OF–WAY RETURN LINE, FOR THE SOUTHWESTERLY CORNER OF SAID 13.342 ACRE TRACT AND HEREOF;

THENCE, ALONG SAID NORTHEAST RIGHT–OF–WAY LINE, BEING THE SOUTHWEST LINE OF SAID 13.342 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. ALONG A NON–TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2884.79 FEET, A CENTRAL ANGLE OF 7°40'36", AN ARC LENGTH OF 386.51 FEET, AND A CHORD WHICH BEARS N46°41'00"W, A DISTANCE OF 386.22 FEET TO A 1/2–INCH IRON ROD FOUND AT THE END OF SAID CURVE;
2. N50°25'54"W, A DISTANCE OF 113.53 FEET TO THE **POINT OF BEGINNING,** AND CONTAINING 13.342 ACRES (581,162 SQUARE FEET) OF LAND, MORE OR LESS.

Manhard CONSULTING
6448 E Highway 290, Ste. B-105 . Austin, TX 78723 ph:512.244.3395 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Architectural Examiners Firm Registration No: F-10194454 (Dev) - 24125 (Eng)

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PAG LEANDER H1 PHASE 2 LOT 2 BLOCK B
183-A TOLL ROAD & HERO WAY, LEANDER, WILLIAMSON COUNTY, TX 78641

REVISED:	03/29/24
PROJ. MGR.:	AD
DRAWN BY:	TRS
SURVEY DATE:	03/30/22
ISSUE DATE:	09/21/23
SCALE:	1"=100'

SHEET
2 OF 3

REVISIONS		
REVISION	DESCRIPTION	DATE
---	---	---
---	---	---

Bowman
TBPE Firm Registration No: F-14309
1120 S. Capital of Texas Hwy
Bldg 3, Suite 220
Austin, Texas 78746
Phone: (512) 327-1180
Fax: (512) 327-4062
www.bowmanconsulting.com

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ROGER BEASLEY MAZDA LEANDER
9480 183A TOLL ROAD
LEANDER, TEXAS 78641

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK–UP, AND/OR DRAFTING UNDER THE AUTHORITY OF JOSEPH P. COHAN, P.E. #115224 ON MAY 31 2024. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

EXHIBIT B

DESIGN	DRAWN	CHKD
JPS	RP	JPC

JOB No. 070694-01-001

SHEET
4 OF 42

Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

V:\070694 - Rodger Beasley Mazda\070694-01-001 (ENG) - RBM Leander\Engineering\Engineering Plans\070694_01_01_PLAT.dwg, FINAL PLAT SHEET 2 OF 3, May 31, 2024, 10:47 AM, afakhouri
March 29, 2024 14:54 Dwg Name: P:\617-142 JE Collective, LLC\001 SH 183A, Leander\dwg\Survey\Final Drawings\Plat of Subdivision\FinalPlat.dwg Updated By: MArmstrong

BUILDING SETBACK TABLE					
LOT	FRONT	SIDE	STREET SIDE	REAR	REAR STREET
LOT 1, BLOCK C	25'-0"	-	15'-0"	10'-0"	-
LOT 1, BLOCK B	25'-0"	10'-0"	15'-0"	10'-0"	25'-0"
LOT 2, BLOCK B	25'-0"	10'-0"	15'-0"	10'-0"	25'-0"

PARKING & OUTDOOR DISPLAY SETBACK TABLE					
LOT	FRONT	SIDE	STREET SIDE	REAR	REAR STREET
LOT 1, BLOCK C	25'-0"	-	15'-0"	5'-0"	-
LOT 1, BLOCK B	25'-0"	-	15'-0"	5'-0"	25'-0"
LOT 2, BLOCK B	25'-0"	-	15'-0"	-	25'-0"

Lot 1 Block A
6.59 Ac.
Proposed Use: GC
Phase 3

Lot 1 Block B
16.20 Ac.
Proposed Use: GC
Phase 1

Lot 2 Block B
12.53 Ac.
Proposed Use: GC
Phase 2

R.O.W.
0.96 Ac.

R.O.W. 1
0.15 Ac.

R.O.W. 2
0.82 Ac.

183A TOLL ROAD

C.R. 269

HERO WAY

AUTOPARK DRIVE

CITY LIMIT LINE

S89°-25'-23"E 854.85'

N56°-00'-52"W 957.97'

S30°-18'-23"E 330.25'

N70°-58'-37"E 509.29'

S60°-48'-28"E 436.07'

N77°-50'-36"E 302.75'

S20°-59'-44"E 1117.68'

N50°-28'-16"W 543.78'

S68°-52'-48"W 549.48'

N76°-45'-53"W 112.28'

L=578.38'
R=5929.58'
Δ=05°35'00"
CHB=N53°15'34"W
CH=578.15'

L=386.60'
R=2885.05'
Δ=07°41'00"
CHB=N46°41'27"W
CH=386.31'

CD
Conventional Sector

City of Leander

City of Leander E.T.J.

Future Anexation per DA

SFR

SFR-1-B

S2

FUELING STATION

DUMPSTER /TIRE BATTERY

BUILDING 'A'

BUILDING 'B'

POND

FLAG POLE

PYLON SIGN

MONUMENT SIGN

DRIVE #1

DRIVE #2

OVERHEAD DOORS

OVERHEAD DOOR

DETAIL/CAR WASH ENTRANCE

POTENTIAL FUTURE CONNECTION

10' REAR BUILDING SETBACK

5' OUTDOOR DISPLAY AND PARKING SETBACK

25' BUILDING, OUTDOOR DISPLAY AND PARKING SETBACK

15' BUILDING, OUTDOOR DISPLAY AND PARKING SETBACK

10' PUBLIC SIDEWALK EASEMENT

10' PUBLIC SIDEWALK, UTILITY & LANDSCAPE EASEMENT

10' PUBLIC SIDEWALK & UTILITY EASEMENT

10' CONCRETE PEDESTRIAN TRAIL

10' UNDERGROUND ELECTRIC EASEMENT

15' STREET SIDE BUILDING, OUTDOOR DISPLAY AND PARKING SETBACK

10' WATER EASEMENT

15' WASTEWATER EASEMENT

60.0'R.O.W.-N.LINE E.-SEMENT 5 PP P. 84 D.R.-.C.T.

R 500808
□UST.N C□MMUN.T□
C□LLE□E D.STR.CT
59□0 M.DDLE □.SKV.LLE R□□D
□UST.N, T□ 78752
D□C. N□. 20100□08□6
□.P.R.□ .C.T.

R 505807
RB 270 PARTNERSHIP
P.O. BOX 10500
AUSTIN, TX 78766
DEED INFORMATION NOT AVAILABLE

R 4497□1
C□LLED 88.□0 □CRES
R□□D□□ LP
D□C. N□. 2009090590
□.P.R.□ .C.T.

R 391191
CALLED 15.00 ACRES
BACKLASH, LLC
102 MEADOW
GEORGETOWN, TX 78633
DOC. NO. 2009032650
O.P.R.W.C.T.

R 90□16
C□LLED 5.252 □CRES
□M 269 INVEST□RS, LLC
□604 □RR□□ □E□D DR.VE
□UST.N, T□ 787□1
D□C N□□ 2008015120
□.P.R.□ .C.T.

R □0612
□M 269 INVEST□RS, LLC
□604 □RR□□ □E□D DR.VE
□UST.N, T□ 787□1
D□C N□□ 2008015124
□.P.R.□ .C.T.

R 508102
C□LLED 15.8□ □CRES
□M 269 INVEST□RS, LLC
□604 □RR□□ □E□D DR.VE
D□C N□□ 2008015124
□.P.R.□ .C.T.

R 0□1627
J□□N C. □ND K□T□LEEN M. □□RR□S
1700 C□UNT□ R□□D 270
LE□NDER, T□ 78641
D□C. N□□ 20020□4568
□.P.R.□ .C.T.

VICINITY MAP
N.T.S.
PROJECT LOCATION

ZONING LEGEND:
- SFR - Single Family Rural
- S2 - Station Sector
- T4 - General Urban
- T5 - Urban Center
- T6 - Urban Core
- Civic - Civic Building
- CD - Conventional Sector
- Future Annexation Per DA

TRACT ACREAGE CHART:

Lot 1 Block A -	6.59 Acres
Lot 1 Block B -	16.20 Acres
48' R.O.W. -	0.96 Acres
CR 269 R.O.W. 1 -	0.15 Acres
Lot 2 Block B -	12.53 Acres
CR 269 R.O.W. 2 -	0.82 Acres
TOTAL:	37.25 Acres

EXHIBIT C

NOTES:
BOUNDARY STREET IMPROVEMENT REQUIREMENTS FOR CR 269 AND AUTOPARK DRIVE ARE DEFINED IN SECTION X OF THE PUD.

SUBJECT PROPERTY APPEARS TO BE SITUATED WITHIN THE FLOODPLAIN AREA 'X', (AREAS FOUND TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN) AS INDICATED ON THE FOLLOWING FLOOD INSURANCE RATE MAP-48491C0455E, EFFECTIVE DATE: SEPTEMBER 26, 2008. BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR WILLIAMSON COUNTY, TEXAS. (SURVEYOR DOES NOT GUARANTEE OR WARRANT THE ACCURACY OR CORRECTNESS OF THE F.E.M.A. MAPS).

ALL LOTS TO BE GC-4-A

THIS PLAN IS CONCEPTUAL AND WILL BE REQUIRED TO BE REVIEWED AS PART OF THE SITE DEVELOPMENT & SUBDIVISION PROCESS FOR COMPLIANCE WITH ALL CITY ORDINANCES.

DOUCET & ASSOCIATES
Civil Engineering - Planning - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
Firm Registration Number: 3937

CONCEPT PLAN

PAG LEANDER H1
18-TOD-Z-019
18-TOD-PP-015
183A TOLL ROAD NORTH & HERO WAY
WILLIAMSON COUNTY, LEANDER, TEXAS 78641

STATE OF TEXAS
JOE CRASSIDIS
13285
LICENSED
PROFESSIONAL ENGINEER

Designed:	JG/BP
Drawn:	BP
Reviewed:	JG/BP
Date:	11/07/2018

SHEET 4 OF 8

Project No.: 1685-003

Drawing: P:\1685-002\dwg\working_drawings\submitted_files\Preliminary Plat\1685002 CP.dwg
User: BPERKINS
Last Modified: Dec. 12, 18 - 15:24
Plot Date/Time: Dec. 12, 18 - 15:24:29

R 449731
CALLED 88.30 ACRES
RFHDAH LP
DOC. NO. 2009090590
O.P.R.W.C.T.

D.R.W.C.T.

48' R.O.W. AUTOPARK DRIVE

R.O.W.
0.96 Ac.

Lot 1 Block B
16.20 Ac.

Landscape area required for Lot 1 Block B - 15%
Landscape area provided for Lot 1 Block B - 22%

R.O.W
0.15

POND

POND

183A TOLL ROAD

DRIVE ACCESS

10' WIDE CONCRETE PEDESTRIAN TRAIL

50 0 25 50 100
IN FEET
GRAPHIC SCALE 1" = 50'

- Street Trees every 30 ft. both sides
  Ornamental trees and native grasses
  on south side
- Primary drive Lot 1 Block B - trees 30 ft.
  on center with groundcover and
  hardscape materials
- HIghway frontage and front building facade
  2 ft high max. shrubs, groundcover
- Enhanced landscape at drive entry and key spots
  Ornamental trees, native shrubs and grasses
- Islands between highway and buildings
  Ornamental trees, native shrubs and groundcovers
- Islands along sides and rear of buildings
  Shade or Ornamental trees, native shrubs
  and groundcovers
- Perimeter of Pond - Mix of trees, native shrubs,
  groundcover and hardscape

site integration studio
Landscape Architecture - Sustainable Site Planning - Natural Resource Design
John F. Murphy, ASLA
7529 Cross Gate Way
Tyler, TX 75703
john@siteint.com
scott@siteint.com
512.632.3822 - Tyler
512.589.9584 - Austin
www.siteint.com

D&A DOUCET & ASSOCIATES
Civil Engineering - Entitlements - Surveying/Mapping
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937

CONCEPT PLAN & LAND USE PLAN
AND CONCEPTUAL SITE LAYOUT

EXHIBIT D
PAG LEANDER HI
18-TOD-CP-011

THIS PLAN IS CONCEPTUAL AND WILL BE REQUIRED TO BE REVIEWED AS PART OF THE SITE DEVELOPMENT & SUBDIVISION PROCESS FOR COMPLIANCE WITH ALL CITY ORDINANCES.

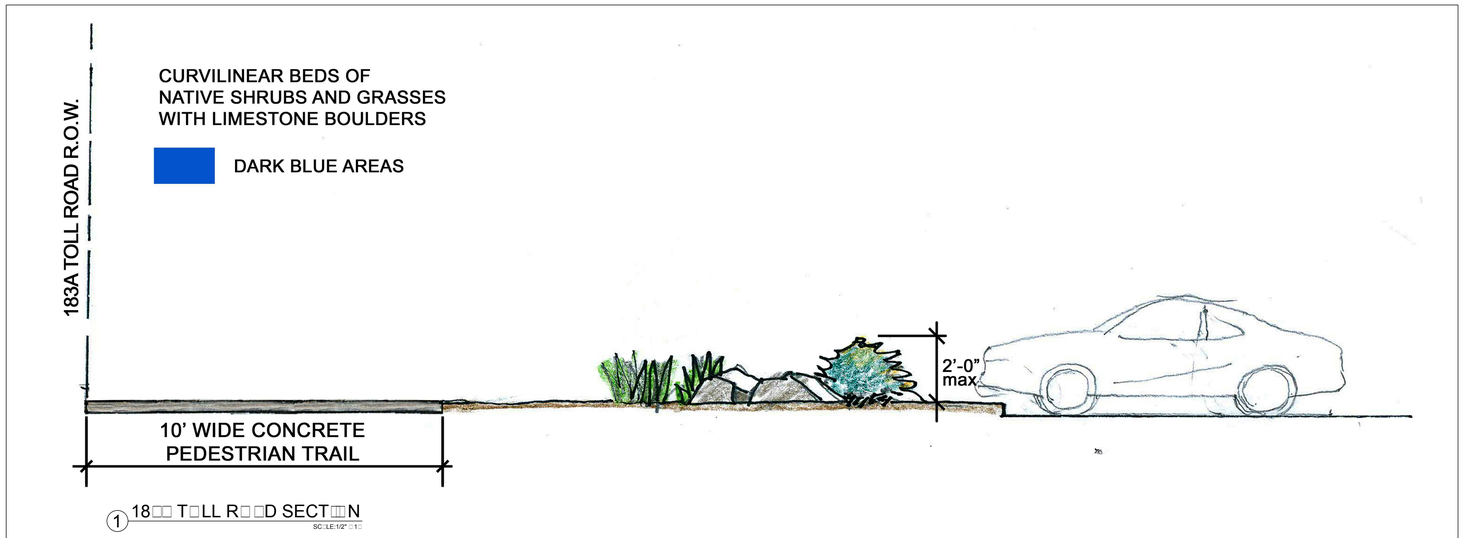
Scale:	AS NOTED
Designed:	JG
Drawn:	JB
Reviewed:	JG
Date:	11-7-2018

EXHIBIT

D

Project No.:
1685-002

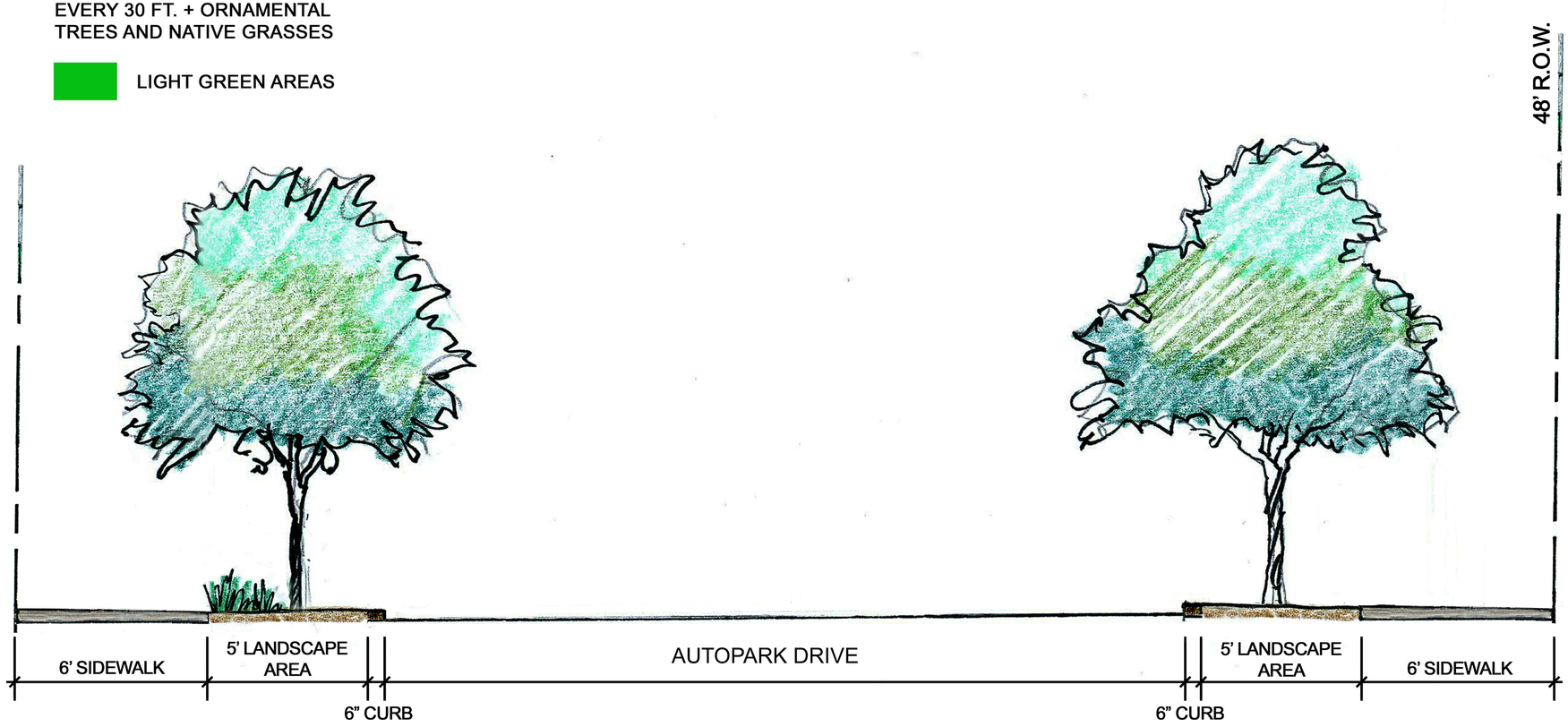
C:\Users\Scott\Jwilier\Documents\AutoCAD_LRD\Pentalk Honda\1685002_LANDSCAPE EXHIBIT.dwg



1 18□□ T□LL R□ □D SECT□□N
SC□LE:1/2" □1□

SOUTH SIDE - STREET TREES
EVERY 30 FT. + ORNAMENTAL
TREES AND NATIVE GRASSES

LIGHT GREEN AREAS



2 □UT□P□RK DR□VE SECT□□N
SC□LE:1/2" □1□

site integration studio
Landscape Architecture - Sustainable Site Planning - Natural Resource Design
John F. Murphy, ASLA
7539 Cross Gate Way
Tyler, TX 75703
john@siteint.com
scott@siteint.com
512.432.3822 - Tyler
512.589.9584 - Austin
www.siteint.com

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Austin, Texas 78735. Phone: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937

C□NCEPT PL□N □ L□ND USE PL□N
□ND C□NCEPTU□L S□TE L□□□UT

E□□□B□T E
P□□ LE□NDER □□
18-T□D-CP-011

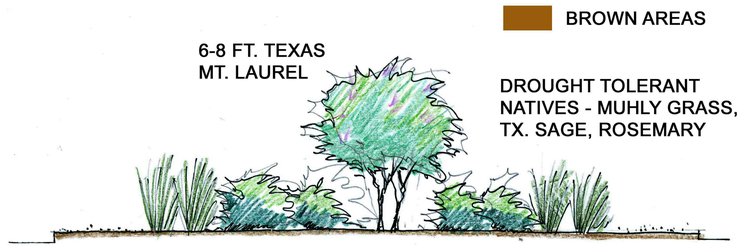
THIS PLAN IS CONCEPTUAL AND WILL BE REQUIRED TO BE REVIEWED AS PART OF THE SITE DEVELOPMENT & SUBDIVISION PROCESS FOR COMPLIANCE WITH ALL CITY ORDINANCES.

S□ale:	□S N□TED
Designed:	J□
Drawn:	JB
Reviewed:	J□
Date:	11-7-2018

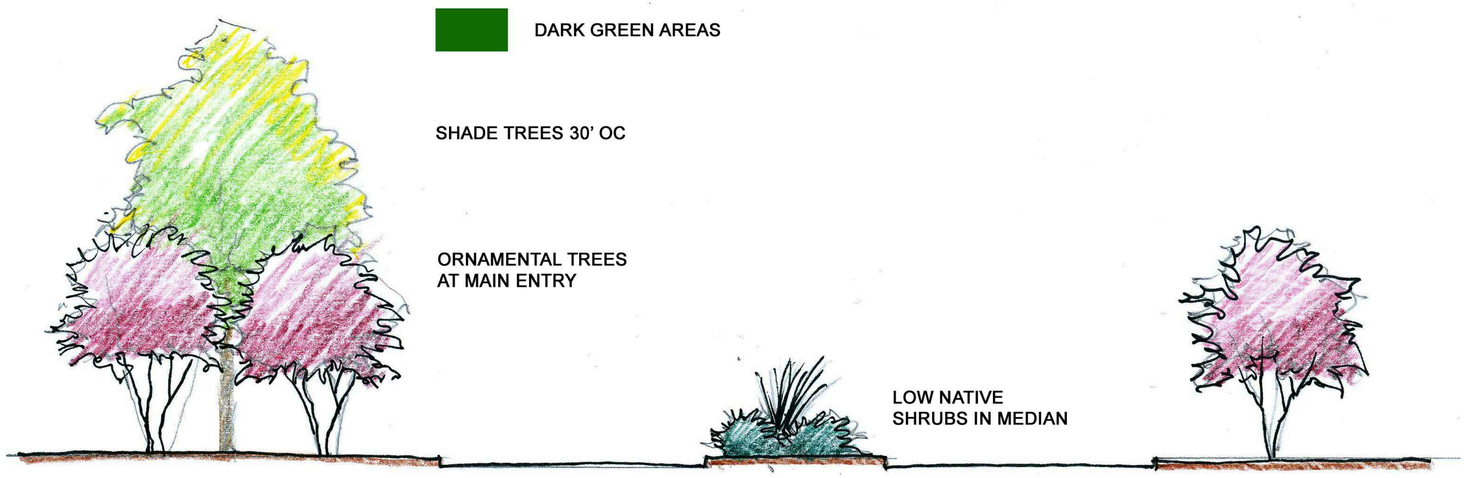
E□□□B□T E

Pro□e□t No.: 1685-002

C:\Users\S□ott□Und□rDo□um□nts\□ndc\16850 02_L□NDSC□PE E□□B□T.dwg



3 TYPICAL ISLAND SECTION
SCALE: 1/4" = 1'



4 CENTER DRIVE SECTION
SCALE: 1/4" = 1'

EXHIBIT F

site integration studio
Landscape Architecture - Sustainable Site Planning - Natural Resource Design
John F. Murphy, ASLA
7529 Cross Gate Way
Tyler, TX 75703
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512.632.3822 - Tyler
512.589.9584 - Austin
www.siteint.com

DOUCET & ASSOCIATES
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Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
Firm Registration Number: 3937

CONCEPT PLAN & LAND USE PLAN
AND CONCEPTUAL SITE LAYOUT

EXHIBIT B
PLANNER
18-TPD-CP-011

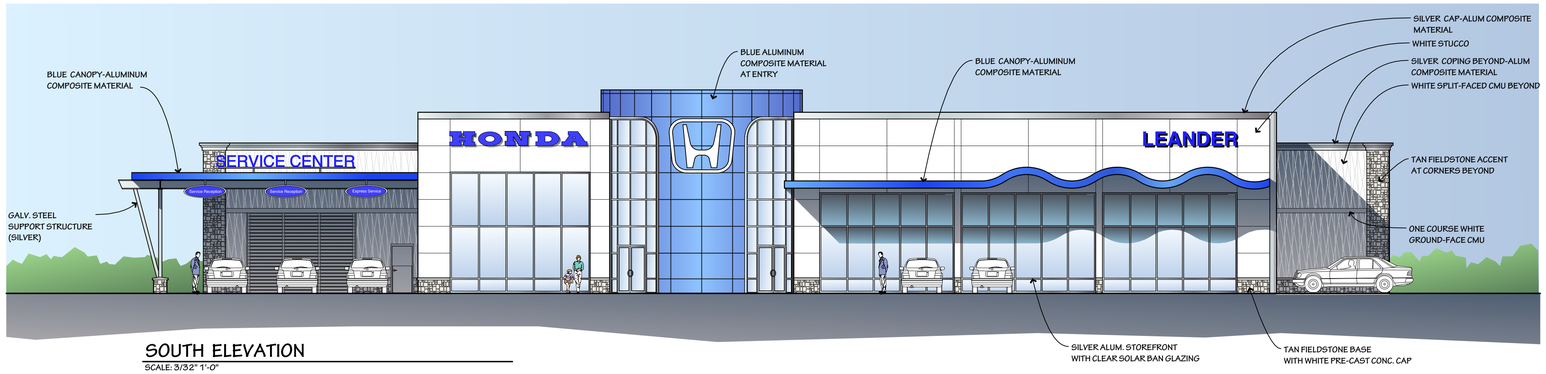
THIS PLAN IS CONCEPTUAL AND WILL BE REQUIRED TO BE REVIEWED AS PART OF THE SITE DEVELOPMENT & SUBDIVISION PROCESS FOR COMPLIANCE WITH ALL CITY ORDINANCES.

Scale:	AS NOTED
Designed:	JM
Drawn:	JB
Reviewed:	JM
Date:	11-7-2018

EXHIBIT B

Project No.:
1685-002

C:\Users\Scott.Usher\Documents\ODC_DLRD\Pinnacle - Jordan\1685002_L-N2SC-PE EXHIBIT B.dwg

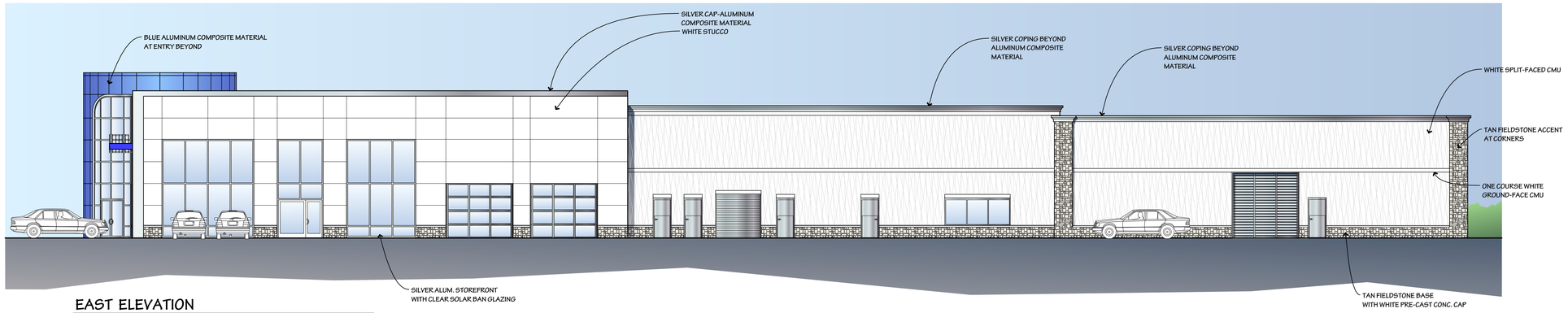


SOUTH ELEVATION

SCALE: 3/32" 1'-0"

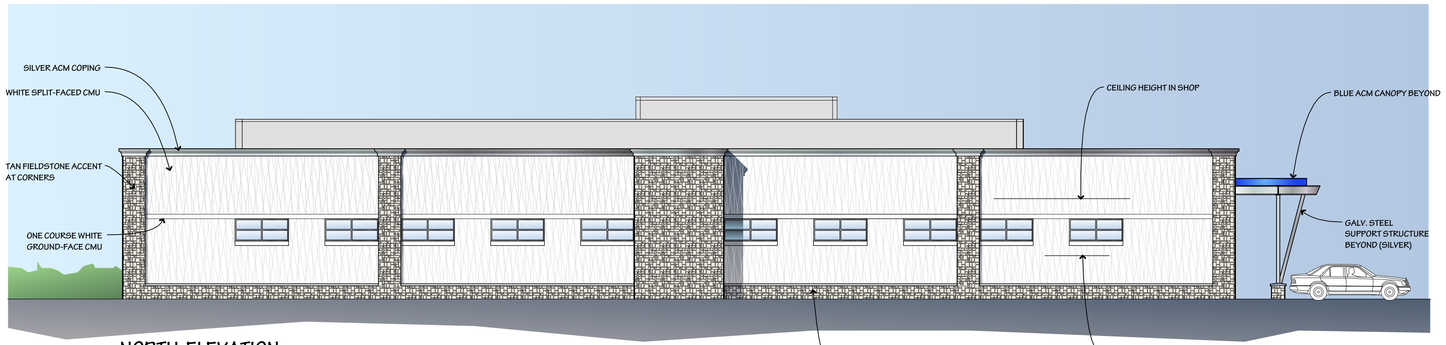
STREET ELEVATION SUMMARY

WHITE STUCCO	1,182 SF	26%
BLUE ACM-1 (ALUMINUM COMPOSITE MATERIAL)	540 SF	12%
SILVER ACM-2 (ALUMINUM COMPOSITE MATERIAL)	180 SF	4%
WHITE CMU	570 SF	13%
TAN FIELDSTONE	221 SF	5%
ALUM STOREFRONT	1,552 SF	34%
OVERHEAD DOOR	196 SF	4%
CANOPY STRUCTURE	78 SF	2%
TOTAL	4,519 SF	100%



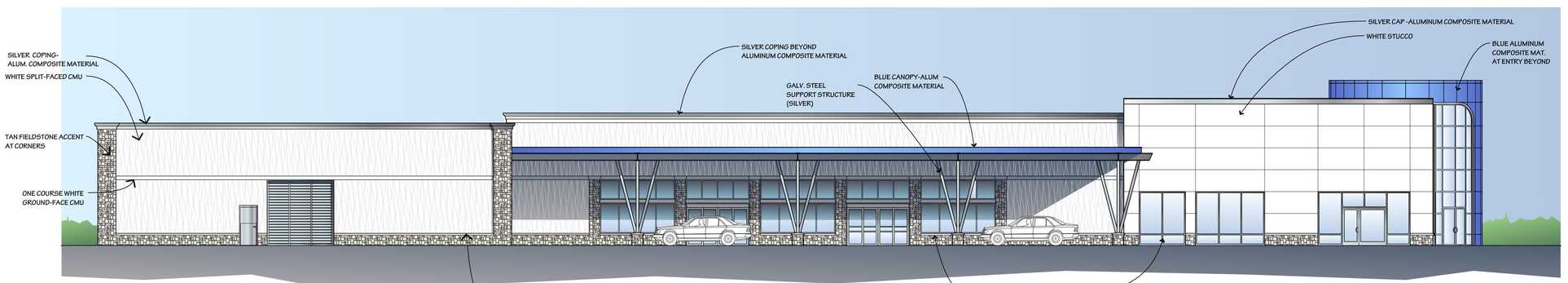
EAST ELEVATION

SCALE: 3/32" 1'-0"



NORTH ELEVATION

SCALE: 3/32" 1'-0"



WEST ELEVATION

SCALE: 3/32" 1'-0"

EXHIBIT G

BLACK CORLEY OWENS+ HUGHES
ARCHITECTS
219 W SOUTH ST
BENTON, AR 72015
501 315 7686 TEL
501 315 0487 FAX

A New Facility for:
Honda of Leander
Leander, Texas

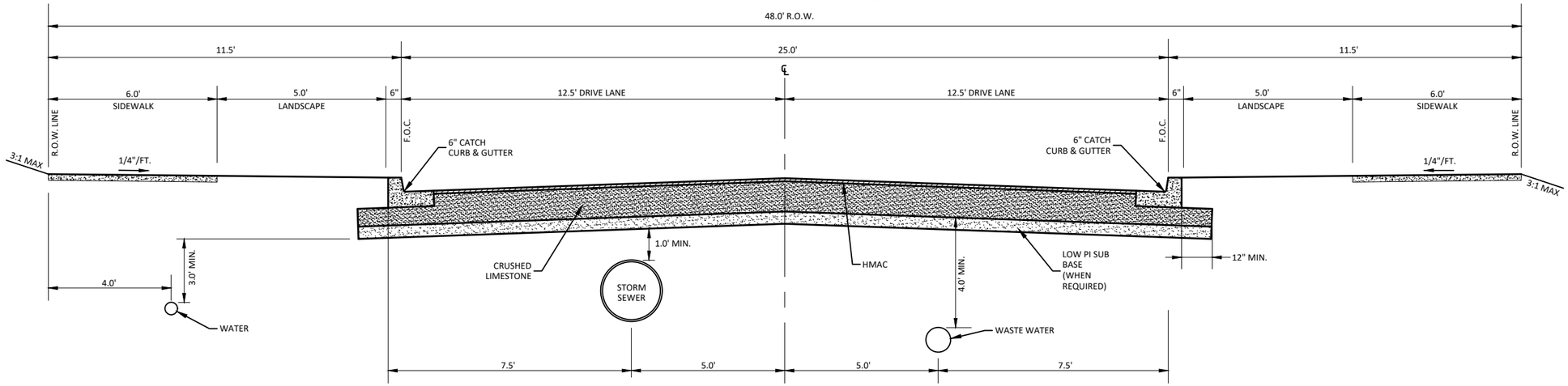
Revisions:	
No.	Reference
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	

Professional Stamps:

Sheet Title:

Date: 11/5/18
Sheet:

AUTOPARK DRIVE
48' WIDE RIGHT-OF-WAY
COMMERCIAL STREET FULL BUILD



SCALE: 1"=4'

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
123 Union Street, Suite 302
Easthampton, MA 01027, Tel: (413)-203-2349
www.doucetengineers.com
TBPE Firm Number: 3937
TBPLS Firm Number: 10105800

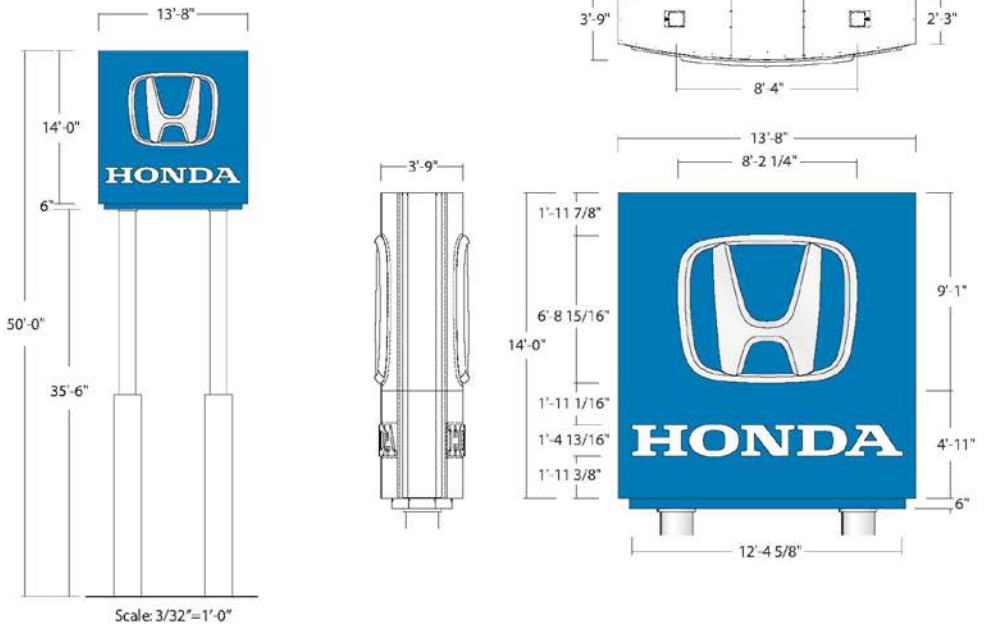
CROSS SECTION

PAG LEANDER H1
18-TOD-Z-019
18-TOD-PP-015
183A TOLL ROAD NORTH & HERO WAY
WILLIAMSON COUNTY, LEANDER, TEXAS 78641

EXHIBIT
H

Project No:
1685-003

Drawing: P:\1685-002\dwg\working_drawings\submitted_files\Preliminary Plat\1685002 CVR-NTS.dwg
User: JBECKER
Last Modified: Nov. 21, 18 - 11:14
Plot Date/Time: Nov. 21, 18 - 11:17:49



HBS-14x14x50 - GEN 3
Supply & Install (1) One D/F Illuminated Pylon Sign

Specifications:

Aluminum construction
Cabinet & escutcheon painted to match Honda Blue (PMS 285c)
Aluminum face routed out
Pushed through 3D molded white acrylic logo & letters
White LED illumination
Blue LED recessed lighting on side of cabinet
Electrical hook-up by others
18"/30" ø - 5/16" Support poles painted Honda white
Direct bury installation

EXHIBIT I

PATTISON SIGN GROUP INC.
410 N. Cedar Bluff Rd. · Suite 101 · Knoxville, TN. 37923
Tel (865) 693-1105 · Fax (888) 694-1106 · Toll Free (888) 218-1976

Customer Approval:
Date:

www.pattisonsign.com

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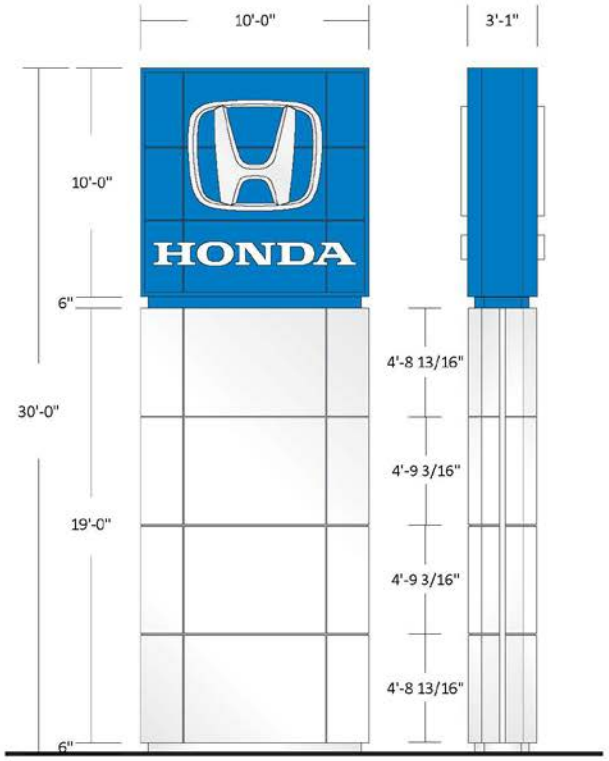
This sign to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

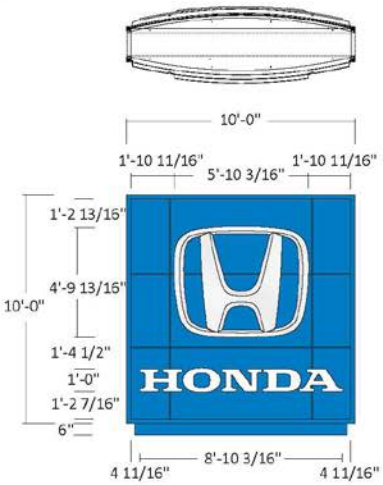
Pattison Sign Group illuminated signs may contain fluorescent, neon and/or HID lamps. These lamps contain Mercury (Hg). Dispose of these lamps according to Local, State, or Federal Laws.

Electrical: 120V

Client:	Name		
Site:	Address		
Sales Rep:	Sales Rep	Date:	09/May/12
Designer:	Designer	Scale:	3/16"=1'-0"
Design#:	12-0000	Rev#:	

Gen III Honda Brand Sign Pylon - 10x10x30





HBS-10x10x30 - GEN 3 - RETROFIT
Supply & Install (1) One New Double Face Illuminated Pylon

Specifications

Aluminum construction
Cabinet, EX13 retainers & escutcheon painted to match Honda Blue (PMS 285c)
Honda blue acrylic molded faces
Honda white acrylic molded cap on logo and letters
White LED illumination
Blue LED recessed lighting on side of cabinet
Electrical hook-up by others

Fiberglass cladding, joint cover and bottom escutcheon Honda white

Project ID
XX0-0000
Date: 00-00-0000
Scale: 3/16"=1'-0"
Sales: Sales
Designer: Designer
Rev. #:
Date:
Revision Note:

Master Artwork
Conceptual Artwork
Information Required:

Electrical Requirements
120V 347V
Other

*Voltage needs to be specified prior to customer approval

Customer Approval
Date

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01000
Customers Name
123 Street Name
Address

Sign Item	Page #
HBS1	1/2

Pattison Sign Group
Powering Your Brand
555 Ellesmere Road
Toronto, Ontario, Canada M1R 4E8
www.pattisonsign.com
(T) 416.759.1111
(F) 1.855.759.4965
(TF) 1.800.268.6536

This sign to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Fluorescent, Neon and HID lamps contain Mercury (Hg). Dispose of the lamps according to Local, Provincial, State or Federal Laws.

Goree
Interiors | Architecture | Brand

November 18, 2024

Attention: Robin Griffin
E: rgriffin@leandertx.gov
P: 512-528-2763
City of Leander
PO Box 319
Leander, TX 78641

Project: Roger Beasley Mazda Leander
9480 183A TOLL FR RD
LEANDER, TX 78641

Type: Zoning – Major Amendment to an Existing PUD
Plan ID: Z-24-0144

Letter of Intent:

The purpose of the PUD amendment is to specify and authorize the proposed development of Lot 2, Block B as a new automobile dealership and remove the limit of the outdoor storage. Descriptions can be found in section III and section VI-D of the "PAG LEANDER H1-PLANEED UNIT DEVELOPMENT AMENDMENT #3".

Regards,

Gerardo Ramos
Senior Project Manager

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.

We communicated with SRM Concrete about the proposed plans for an automotive dealership in this location.

Communication was done through a conference call that included representatives from Roger Beasley, SRM Concrete and Goree Architects.

SRM Concrete, 2544 Hero Way
Leander, TX 78641

Ty M. Stone, SRM Concrete, 615-355-1028. Mark Cheavens, Roger Beasley Automotive Group, 281-687-9951.

Gerardo Ramos, Goree Architects, 832-460-6262.

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.

We are not aware of an HOA in the area. The original Penske PUD contemplated that this would be an automotive dealership area.

Property owner contact: Ty M. Stone, SRM Concrete, 2544 Hero Way
Leander, TX 78641, 615-355-1028.

3. What concerns were raised during these communications?

Only concern raised was the design and entrance through CR269.
Construction documents have been updated per the agreed design with SRM Concrete.

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

There were no concerns raised regarding the zoning request.

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

Signature: GERARDO RAMOS _____ Date 09/10/2024

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE PAG LEANDER H1 PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR AN AUTOMOBILE DEALERSHIP WITH UNLIMITED OUTDOOR STORAGE ON LOT 2, BLOCK B OF THE PAG LEANDER H1 SUBDIVISION; 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 parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 13.342 acres ±; being more particularly described in Exhibit "B"; legally described as Lot 2, Block B, PAG Leander H1 Subdivision; addressed as 9480 183A Toll Road; identified by Williamson Central Appraisal District tax identification number R461858; more particularly described in Instrument Number 2022042091; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the PAG Leander H1 PUD (Planned Unit Development) to allow for an automobile dealership with unlimited outdoor storage on Lot 2, Block B of the PAG Leander H1 Subdivision. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite

Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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 2nd day of January, 2025.
FINALLY PASSED AND APPROVED on this the 16th day of January, 2025.

ATTEST: **THE CITY OF LEANDER, TEXAS:**

_____ _____

Dara Crabtree, City Secretary Christine DeLisle, Mayor

MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, December 12, 2024
Regular Meeting at 6:00 PM

Place 1 – Donnie Mahan	**Place 5 – James Oliver, Chair**
Place 2 – Joseph Morales	**Place 6 –Laura Lantrip**
Place 3 – Ron May	**Place 7 –Scott Calame, Vice Chair**
Place 4 – Tara LeDay	**Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
   Meeting adjourned at 6:00 p.m.

2. Roll Call.
   All commissioners were present except Commissioner Laura Lantrip.

3. Director's report to the Planning & Zoning Commission on action taken by City Council on the December 5, 2024 meeting.

4. Review of meeting protocol.

5. 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.

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

6. Review Board and Commission Reference Book.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda items 7-8

By: Board Member Mahan
Seconded: Board Member Calame

Vote: 6 - 0 None

7. Approval of the minutes for meeting held on November 26, 2024.

8. Approval of the Site Development and Dry Utility Application Forms pursuant to Article IX, Section 3 (a) (1) (iii). of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0144 to amend the current zoning of PAG Leander H1 PUD (Planned Unit Development) with the base zoning district of GC-4-A (General Commercial) to allow for an automobile dealership with unlimited outdoor storage on Lot 2, Block B of the PAG Leander H1 Subdivision on one (1) parcel of land approximately 13.342 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R461858; and more commonly known as 9480 183A Toll Road, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-24-0144 as described above.

    Public Hearing opened at 6:05 p.m.; Public Hearing closed at 6:05 p.m. No one spoke in favor or opposition of the request.

    Motion to approve the Zoning case Z-24-0144.

    By: Board Member Mahan
    Seconded: Board Member May

    Vote: 6 - 0 None

10. Conduct a Public Hearing and consider action regarding Ordinance Case OR-24-0024 to amend the Composite Zoning Ordinance to adopt updates to Article IV regarding Wireless Communications Facilities, and to provide for related matters; Williamson & Travis Counties, Texas. Applicant: City of Leander.

    - Discuss and consider action regarding Ordinance Case OR-24-0024 as described above.

    Public Hearing opened at 6:14 p.m.; Public Hearing closed at 6:14 p.m. No one spoke in favor or opposition of the request.

    Motion to approve the Ordinance Case OR-24-0024, following a discussion.

    By: Board Member Calame
    Seconded: Board Member LeDay

    Vote: 6 - 0 None

REGULAR AGENDA

11. Adjournment
    Meeting adjourned at 6:19 p.m.

APPROVED

_____

ATTEST:

_____
STAFF LIAISON

AGENDA ITEM # 20

EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Discuss and consider action on the adoption of the 183 Corridor Study and an action plan for implementation; Leander, Williamson and Travis Counties, Texas.

BACKGROUND:
The City adopted the 2020 Leander Comprehensive Plan on April 1, 2021, and the Transportation Master Plan (TMP) on May 6, 2021. The Comprehensive Plan included goals for future growth and development, as well as an action plan for implementation, and the TMP includes a summary of conceptual projects to be considered. The TMP identified the extent of US 183 from the intersection with the 183A Toll Road south to Osage Drive as a candidate for a study area (See Attachment 1 – Project B).

The US 183 corridor has served as a significant regional thoroughfare, holding highway designation from the Texas Department of Transportation (TxDOT). However, as traffic shifts to 183A, the construction of the 183A frontage roads are completed, and many new commercial and residential developments fill in, the image and use of the US 183 corridor will evolve. Additionally, there is a possibility of the US 183 National Highway System (NHS) designation changing in the future as 183A frontage road gaps are bridged by future projects. The City of Leander has taken a proactive approach to address these changes by analyzing and identifying improvements in this study.

In alignment with directives from the City Council, established policies, plans, and zoning guidelines, as well as input from the public and various stakeholder groups, this study aimed to achieve several objectives. These objectives included:

1. Improving connectivity to existing transit infrastructure;
2. Enhancing multimodal safety;
3. Supporting future land use;
4. Optimizing intersections for increased efficiency of travel;
5. Creating a cohesive corridor that connects Old Town to other prominent areas;
6. Engaging the public effectively; and
7. Coordinating with regional stakeholders.

The study was funded through a collaboration with CapMetro to initiate the study. The City aims to address the needs and preferences of stakeholders who live, study, work, commute, conduct business, and participate in recreational activities along the US 183 corridor. The project process included the following components:

1. Conducting a comprehensive public outreach and engagement process;
2. Collecting and analyzing data on existing traffic, land use, and infrastructure conditions;
3. Conducting site visits to gather and verify data and observe public usage of the corridor;
4. Reviewing adopted plans and policies from the City of Leander and external agencies;
5. Reviewing planned transportation projects and future site developments along the corridor;

6. Developing traffic models to analyze current and future traffic conditions;
7. Conducting a Market Supply Analysis for the corridor;
8. Coordinating with local and regional stakeholders; and
9. Developing recommended improvements for inclusion in the final Corridor Study.

The consultant has worked closely with staff, the Technical Advisory Group, and constituents to prepare this study. The study includes an implementation schedule that outlines cost estimates, funding sources, grant timelines, and implementation schedules.

COMPREHENSIVE PLAN GOAL

Goal #9 – Transportation: Safe, connected, attractive streets as part of a balanced and diverse transportation network.

Strategy 9.3 – Foster strong relationships with regional mobility partners to expand Leander's influence on regional transportation decisions.

Action 9.3.2 - Partner with regional transportation organizations to plan for priority transportation projects in Leander. Entities such as Central Texas Regional Mobility Authority (CTRMA), CAMPO, CapMetro, TxDOT, and Williamson County provide regional mobility planning at various scales and modes. Proactively foster relationships and partnerships with these organizations to coordinate design and construction of major streets, including design, signalization, bridges, train crossings, drainage, pedestrian paths, and aesthetic enhancements.

Action 9.3.5 - Conduct a study to examine potential grade-separated railroad crossings. As part of the master transportation plan or separate future study, examine the potential for safe, grade-separated crossings where the railroad and major streets intersect. This is particularly focused on US 183, which parallels the CapMetro line and provides traffic flow interruption when a train is passing by. US 183 is presently a TxDOT-managed facility, so coordination in any study would be required. The study should examine key intersections as traffic increases due to growth and whether or not design enhancements such as elevated crossings are the optimal solution for the future.

TRANSPORTATION MASTER PLAN

In Chapter 2 of the Transportation Master Plan, the Thoroughfare Plan Map recommends three (3) corridors for additional evaluation: US 183, Bagdad Rd, and RM 2243. For the US 183 corridor study, the creation of a "main street" aesthetic could be evaluated as a potential scenario outcome.

HISTORY/TIMELINE:
04/01/2021 – 2020 Comprehensive Plan Adopted
08/05/2022 – Transportation Master Plan Adopted
07/18/2024 – CAMPO Project List
08/01/2024 – Confirmation of CAMPO Project List
10/17/2024 – Council Workshop

APPLICANT/AGENT:
City of Leander

RECOMMENDATION:
Staff recommends approval of the 183 Corridor Study.

PRESENTER:

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

---

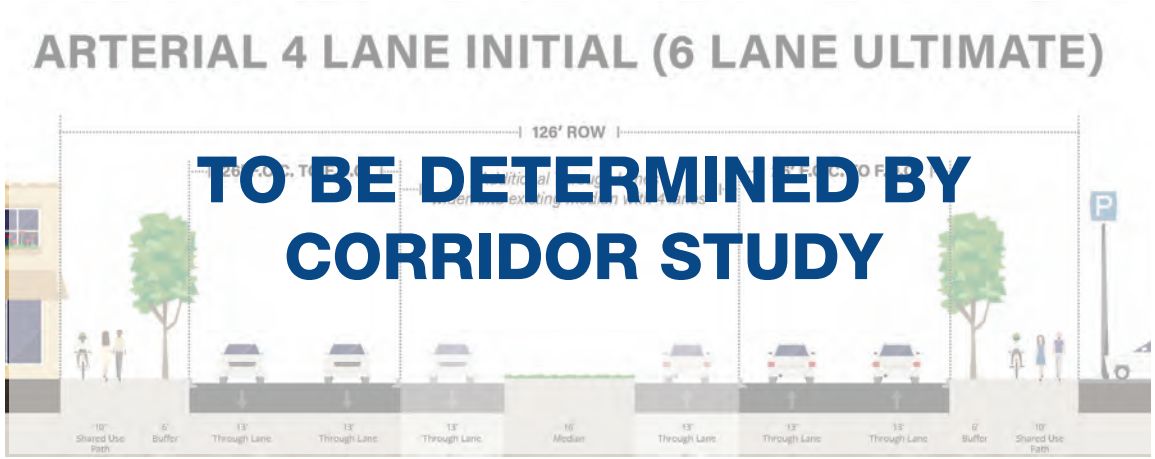
Fiscal Impact

Attachments:

1. Att 1 Project B - US 183 Corridor Study
2. Att 2 US 183 Corridor Study - Final Report - 01072025

PROJECT B - US 183 CORRIDOR STUDY

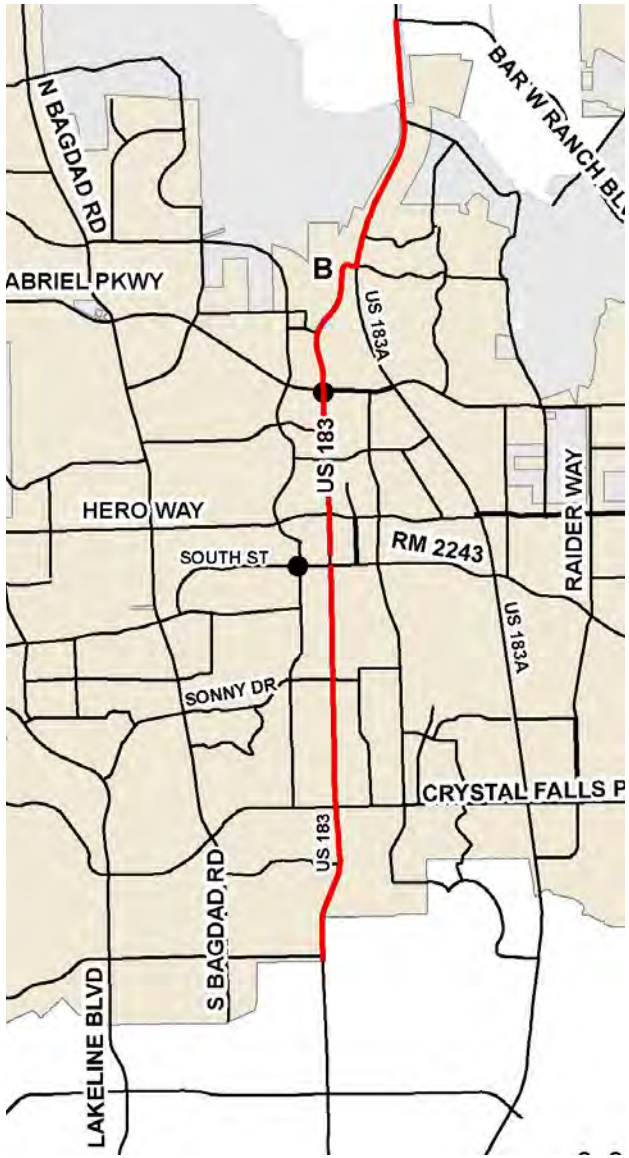
Project Information	Description
Name: US 183 Corridor Study	This project consists of a corridor study to determine appropriate improvements for multimodal travel with localized detail and context sensitive cross sections on a constrained corridor.
Limits: Northern ETJ to Southern ETJ	
Functional Class: Arterial 6-Lane	
Length (lf): 46,865	



Project Cost Summary	
Project Cost TOTAL:	**$500,000**

NOTE: The planning level cost projections listed in this appendix have been developed for project cost calculations only.

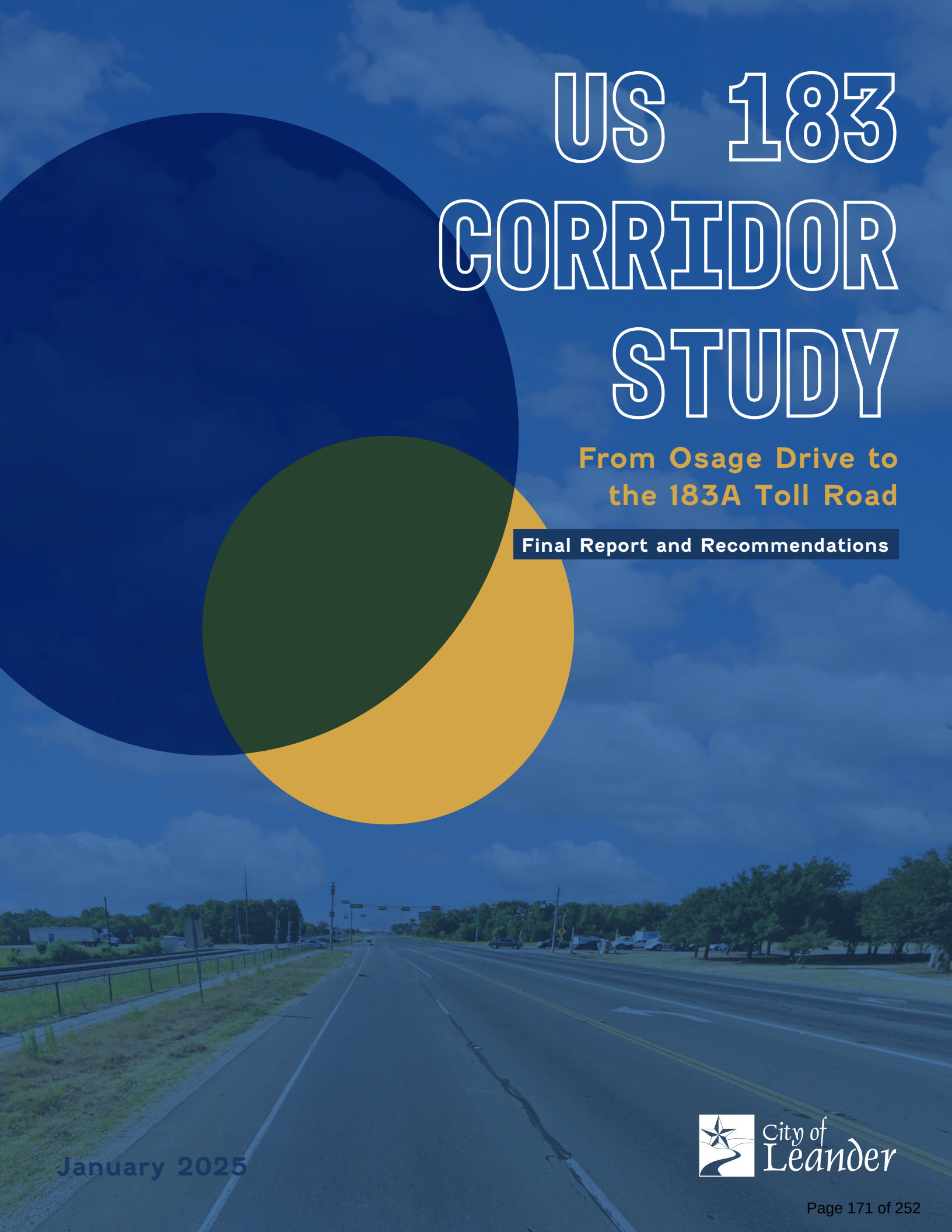
The planning level cost projections shall not the City's design standards or the determination of the City Engineer for a specific project.



US 183 CORRIDOR STUDY

From Osage Drive to the 183A Toll Road

Final Report and Recommendations



January 2025

City of Leander

TABLE OF CONTENTS

EXECUTIVE SUMMARY

Project Purpose And Goals 6
Project Process 7
Existing Corridor Characteristics 7
Plans and Policies 11
Future Corridor Characteristics And Recommendations 11
Corridor Recommendations 13

1 CHAPTER 1: Project Introduction

Project Goal and Objectives 20
Corridor Study Area 21
Corridor Overview 22
Project Partners 22
Project Process 23
Report Organization 23

2 CHAPTER 2: Community Outreach and Involvement

Goals Of The Public Involvement Strategy 26
Public Engagement Findings 31

3 CHAPTER 3: Corridor Background

Existing Corridor Conditions 34

4 CHAPTER 4: Future Corridor Characteristics

City of Leander Plans and Policies 58
Future Travel Demand 59

5 CHAPTER 5: Preferred Scenario and Recommendations

Study Area Issues and Opportunities 68
Recommended Projects 77

6 CHAPTER 6: Project Implementation

Cost Estimates 100
Funding Sources for Corridor Improvements 101
Project and Funding Prioritization 103
Grant Timelines 106
Staged Implementation 107
Implementation Toolbox 109

APPENDICES // Attached Separately

Appendix A: Public Engagement Summary
Appendix B: Needs Assessment Report
Appendix C: Traffic Operations Memorandum
Appendix D: US 183 Project Purpose and Need Development
Appendix E: Detailed Project List and Cost Estimates

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

PROJECT PURPOSE AND GOALS

The City of Leander identified the extent of US 183 from the 183A Toll Road to Osage Drive as a prime candidate for a corridor study in its 2021 Transportation Master Plan (TMP). The City Council then approved this project to be included in the City's 2022 and 2024 Capital Improvement Program.

For an extended period, the US 183 corridor served as a significant regional thoroughfare, holding highway designation from the Texas Department of Transportation (TxDOT). However, as traffic shifts to the 183A Toll Road, the construction of the 183A Toll Road frontage roads are completed, and many new commercial and residential developments fill in, the image and use of the US 183 corridor will evolve. Additionally, there is a possibility of the US 183 National Highway System (NHS) designation changing in the future as the 183A Toll Road frontage road gaps are bridged by future projects. The City of Leander has taken a proactive approach to address these changes by analyzing and identifying improvements in this study.

In alignment with directives from the City Council, established policies, plans, and zoning guidelines, as well as input from the public and various stakeholder groups, this study aimed to achieve several objectives.

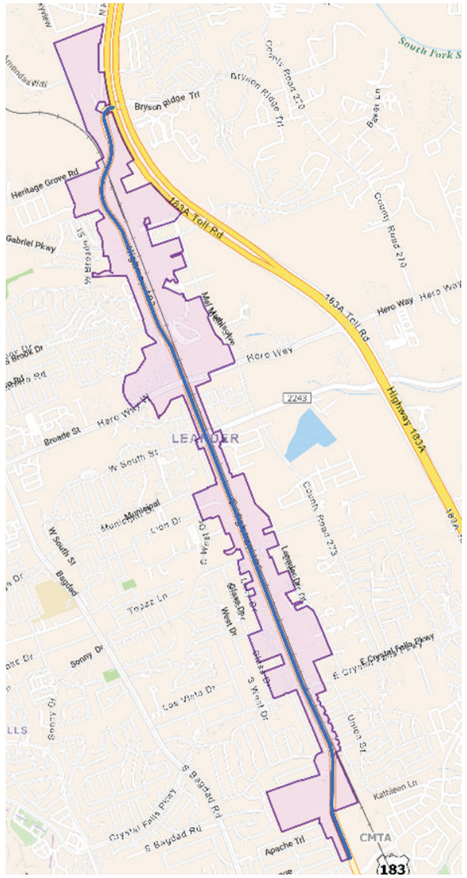


Figure 1: US 183 Corridor & Study Area

These objectives included:

1. Improving connectivity to existing transit infrastructure;
2. Enhancing multimodal safety;
3. Supporting future land use;
4. Optimizing intersections for increased efficiency of travel;
5. Creating a cohesive corridor that connects Old Town to other prominent areas;
6. Engaging the public effectively; and
7. Coordinating with regional stakeholders.

PROJECT PROCESS

The City of Leander leveraged funds from its collaboration with CapMetro to initiate the corridor study project. Data collection to assess the current conditions along the corridor began in late 2023. The City of Leander aims to address the needs and preferences of stakeholders who live, study, work, commute, conduct business, and participate in recreational activities along the US 183 corridor. The project process included the following components:

- Conducting a comprehensive public outreach and engagement process;
- Collecting and analyzing data on existing traffic, land use, and infrastructure conditions;
- Conducting site visits to gather and verify data and observe public usage of the corridor;
- Reviewing adopted plans and policies from the City of Leander and external agencies;
- Reviewing planned transportation projects and future site developments along the corridor;
- Developing traffic models to analyze current and future traffic conditions;
- Conducting a Market Supply Analysis for the corridor;
- Coordinating with local and regional stakeholders; and
- Developing recommended improvements for inclusion in the final Corridor Study.

EXISTING CORRIDOR CHARACTERISTICS

To assess the US 183 corridor effectively, it was divided into five distinct concept areas. These areas were determined based on the existing characteristics of the roadway, land use patterns, and the intensity of development. The concept areas were also used to create targeted stakeholder engagement. The specific concept areas are listed below, and the extent of each area is represented in **Figure 2**.

- **Concept Area 1**: Tulum Terrace to US 183 & CR 276
- **Concept Area 2**: 600' south of San Gabriel Parkway to Tulum Terrace
- **Concept Area 3**: Leander Middle School to 650' south of Metro Drive
- **Concept Area 4**: Crystal Falls Parkway to Sonny Drive
- **Concept Area 5**: Osage Dr. to County Glen St.

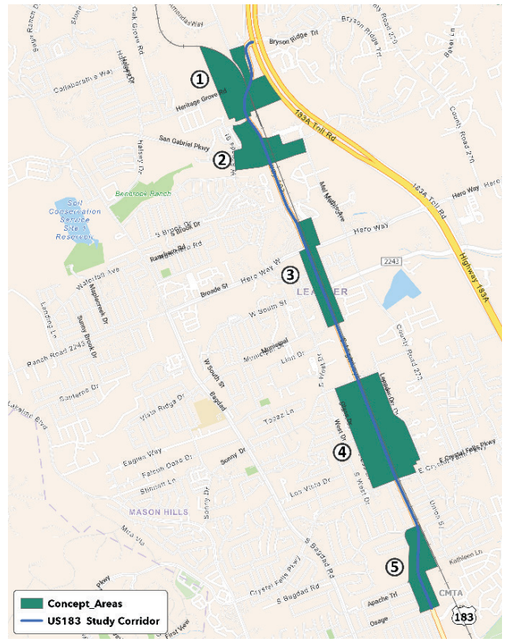


Figure 2: Concept Area Boundaries

Roadway

The US 183 corridor is an approximately 5-mile arterial roadway (see **Figure 1**) running generally north-south in the center of Leander's city limits. The entirety of US 183 from Osage Drive to the 183A Toll Road is a 4-lane undivided arterial roadway that expands to incorporate a two-way left turn lane south of San Gabriel Parkway. The existing section varies in edge of pavement to edge of pavement width from 52' to 68'. Right-of-Way (ROW) also varies from 90' to 125'+ in some sections. The majority of the nine signalized intersections along this corridor have dedicated turn lanes provided for left and right-turning traffic.

Traffic

Traffic counts were conducted on November 28, 2023, along the US 183 corridor, encompassing nine signalized intersections and six unsignalized intersections, capturing data on various modes of transportation including automobiles, heavy vehicles, bicycles, and pedestrians.

The Average Daily Traffic (ADT) on the corridor ranges from 24,000 to 30,000, which aligns with the capacity expectations for a four-lane arterial road. **Figure 3** illustrates the fluctuation in daily traffic levels along the corridor, categorized by segment Level of Service (LOS A-C for acceptable, LOS D for near the acceptable threshold, and LOS E-F for unacceptable), based on the 2021 Transportation Master Plan's capacity for a four-lane divided roadway of 33,600. The corridor's daily level of service is approaching capacity, primarily due to limitations in signalized intersection capacity.

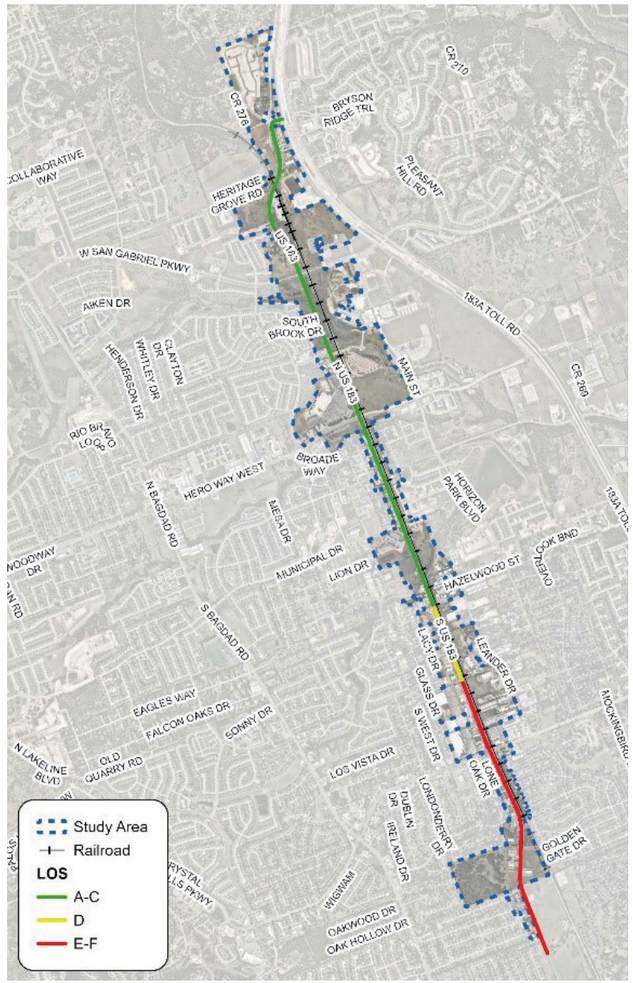


***Figure 3**: Existing Corridor Segment LOS*

Transit

There are three types of transit services offered within the study area provided by CapMetro. CapMetro provides bus (MetroExpress Route 985) and rail service (MetroRail Red Line) to and from Leander, as well as the on-demand pickup service (Pickup Leander) within the City. Both services utilize Leander Station located at US 183 and Metro Dr. as their hub for boardings and alightings, while Pickup Leander has designated on-demand pickup locations distributed throughout Leander (see **Figure 4**).

***Figure 4**: Pickup Leander Service Zone*

Railroad

Running parallel to a majority of the US 183 corridor within Leander is a railroad owned and operated by Union Pacific which also services the commuter rail Red Line from Capital Metro. The commuter rail uses the railroad about 25 times per day, and Union Pacific runs freight rail on the railroad daily.

At-grade railroad crossings are located along the US 183 corridor at the following study intersections:

- US 183 & Metro Drive
- US 183 & Hero Way
- US 183 & South Street
- US 183 & Sonny Drive
- US 183 & Church Driveway
- US 183 & Sheila Drive (unsignalized)
- US 183 & Crystal Falls Parkway

An additional crossing occurs approximately 200' north of the unsignalized intersection of US 183 & Heritage Grove Road Intersection.

At the five signalized at-grade crossings, railroad preemption is integrated in the signal operation to allow for cars to safely clear the railroad tracks when a train is approaching. Railroad preemption is a limiting factor for effective signal coordination along this corridor, as preemption takes precedence over coordination, and it can take several minutes after preemption has ended for coordination to re-sync. During peak hours for trains, the frequency of preemption may occasionally be faster than the ability for the signals to re-coordinate.

Pedestrian & Bike

Within the study area, there are approximately 5.85 miles of sidewalks, which include 1.3 miles of facilities that are 10 feet or wider (shared use paths which are considered trails in the Parks and Recreation Master Plan). Sidewalks, shared use paths, and crosswalks are inconsistent along US 183 traveling north and south. There are a few additional challenges to improving mobility along the corridor, such as crossing the railroad that runs parallel to US 183 along the eastern side. Other considerations include steep slopes and deep drainage ditches, interactions with the floodplain, and a high frequency of driveways that create conflicts with sidewalks and shared-use paths along the western side of US 183.

There are no explicitly marked bicycle facilities on US 183; however, some cyclists were observed using shoulders or travel lanes as bicycle facilities.

Water, Wastewater, And Drainage Characteristics

Within the study area, there are five instances where the corridor crosses flood hazard areas. These areas have a low to moderate annual risk of flooding, ranging from 0.2% to 1%. While the area is not highly prone to flooding, there is still a potential for flood events to occur. Three creek crossings were identified using GIS datasets, and it was found that older drainage systems do not meet current criteria, but many are in the process of being updated. In some newer developments, water detention and retention infrastructure unintentionally create a barrier between the corridor and the development. Water and wastewater mains are generally newer in the northern part of the US 183 corridor, and water distribution lines are being upgraded in recent green field developments to better serve the these areas.

PLANS AND POLICIES

In recent years, the City has adopted several plans and regulations within the study area. These studies are integral to understanding the historical context and future development of the corridor, and they have played a crucial role in shaping the goals and recommendations of this report. The following plans, policies, and regulations provide important insights into various aspects of the built environment, such as neighborhood character, development regulations, bicycle accommodations, and more. They inform our understanding of the corridor's history, context, and future layout.

- 2019 Parks, Public Spaces and Recreation Comprehensive Plan
- 2020 Leander Comprehensive Plan
- 2021 Transportation Master Plan
- 2022 Roadway Impact Fee Study
- 2023 Old Town Master Plan

A detailed review of these plans can be found in **Appendix B**: **Needs Assessment Report**.

FUTURE CORRIDOR CHARACTERISTICS AND RECOMMENDATIONS

The projected traffic conditions for 2060 suggest that the Level of Service (LOS) for road segments is anticipated to be lower in the southern region (**Figure 5**), whereas the LOS for intersections is expected to be lower in the northern region, **Chapter 4**: **Future Corridor Characteristics** details the full future capacity analysis. Segment LOS worsens toward the south due to commuters traveling from Leander to job centers in Cedar Park and Austin, increasing traffic on that part of the corridor. Intersection LOS depends equally on east-west and north-south movements, with many low LOS areas aligning with busy east-west side streets.

Currently, the corridor does not experience a high level of pedestrian or cyclist traffic, however, there is a large of amount of residential and commercial development planned directly along the corridor that may encourage alternative travel choices. The combination of various travel modes presents a design challenge to efficiently accommodate all modes.

Analysis of potential future conditions shows that the addition of more northbound and southbound through lanes (changing the current four-lane configuration to six lanes) would not significantly improve traffic delay and congestion as compared to intersection improvements (adding turn lanes) at bottleneck points while keeping the existing cross-section. Additionally, access management would enhance traffic flow as well as safety.

This study recommends the installation of raised medians to the existing four-lane cross-section, intersection improvements along the corridor, and transportation demand management (TDM) strategies to enhance safety and mobility along US 183 in the future. Additionally, this project proposes three grade-separated intersections in the future to improve safety and mobility by removing at-grade rail crossings at San Gabriel Pkwy, Hero Way, and Crystal Falls Pkwy.

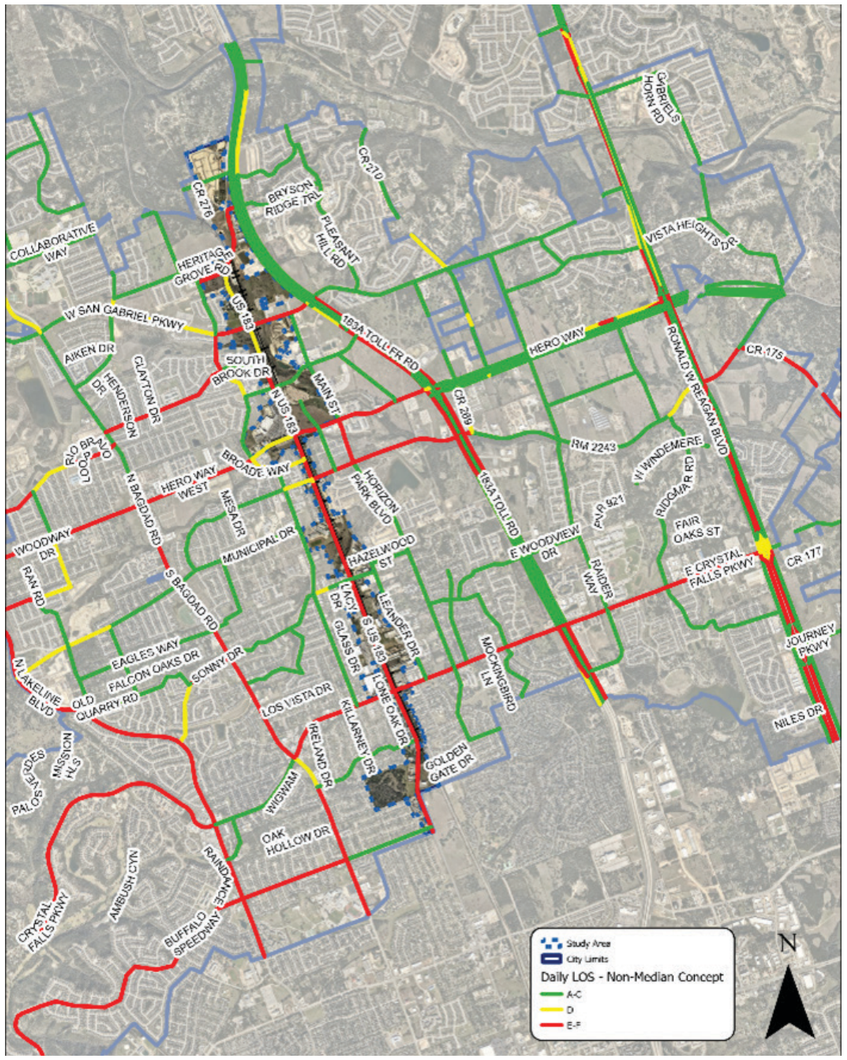


***Figure 5**: Projected (2060) Segment Level of Service, Non-Median Concept.*

Future Policy Strategies

The US 183 corridor will undergo significant changes in the coming decades that will require policy in addition to infrastructure improvements. While traffic congestion will still be a challenge, the corridor can accommodate more people comfortably and support a sustainable pattern a variety of development types. The rapid growth of development in Leander has resulted in an increased number of residents living within walking distance of the corridor, leading to a higher percentage of trips taken on foot or by bike. As different sections of the corridor transition towards walkable urban forms, Leander's zoning code will play a crucial role in guiding the interaction between development and the streets.

It is recommended to periodically review and update the zoning code over time as the area around the corridor continues to evolve into a more urban context. As the corridor reaches full development and transitions, it may be necessary to address any concerns or future needs that arise in the coming decades.

CORRIDOR RECOMMENDATIONS

The recommendations for US 183, as outlined in **Chapter 5**: **Preferred Scenario and Recommendations**, were developed through a comprehensive process that included input from the public and City Council, analysis of land use patterns, traffic and crash data, and consideration of relevant City of Leander plans and policies. These recommendations aim to achieve the project goals of enhancing mobility, connectivity, and safety for all users, including drivers, pedestrians, cyclists, and transit riders. They align with the goals and values of Leander's Transportation Master Plan and will serve as a guide for shaping US 183 into a multimodal corridor that supports the needs of all users.

Preferred Scenario

There are two key opportunities to address future growth and increase mobility capacity along the US 183 corridor. The first opportunity is to enhance intersection capacity while prioritizing pedestrians, bikes, and transit to improve mobility. Widening the corridor to six lanes does not improve the automobile level of service due to overall network capacity limitations. However, investing in improvements for pedestrians, bikes, and transit can accommodate three times as many people as cars alone.

The second opportunity is to shift towards higher-density modes of transportation, such as transit, to accommodate future growth. The preferred scenario includes reducing access points, adding pedestrian infrastructure, creating a shared-use path, and implementing grade separation between the corridor and the rail line. These improvements support all modes of transportation and prepare the corridor for denser development. By focusing on these opportunities, we can increase mobility capacity and create a more sustainable and efficient transportation system along the corridor.

Furthermore, the study area will undergo improvements to ensure ADA compliance, eliminating barriers for all users. The addition of streetscape amenities such as shade trees and street furniture will enhance pedestrian comfort along the corridor in the study area. These improvements will also foster social cohesion by encouraging casual interactions, support, collective monitoring, and a sense

of community. Most importantly, these enhancements have the potential to significantly reduce the frequency and severity of traffic crashes, particularly those involving pedestrians and bicyclists. When opportune, the City should partner with developers to implement streetscape improvements as development occurs along the corridor.

As the corridor becomes more congested, there will need to be a mode shift to higher density modes like transit along the corridor, which supports the TMP's three priorities:

1. Account for growth-based traffic congestion through managed planning

2. Update the City's street cross-sections to ensure a balance of safety and people-centered streetscape elements

3. Partner with smaller cities in the CapMetro program to ensure equitable participation rates

The modeling study indicated that it is not feasible for the corridor to address future congestion solely through expansion efforts, as latent demand would continue to pose challenges. Consequently, a level of service analysis cannot serve as the definitive criterion for determining the preferred scenario for US 183.

Recommended Projects

Over sixty specific improvements were developed during the US 183 Corridor Study. The identified projects were assessed against four primary areas of need: safety, efficiency, social risk, and access. More details about this assessment and the metrics used as part of the assessment can be found in **Appendix D**: **US 183 Project Purpose and Need Development**.

However, many of the identified projects are small in scope and nature and as a result would likely not be competitive for discretionary funding opportunities. Therefore, individual projects were combined into logical termini and/or functions in order to present larger more competitive projects. The finalized list includes nine consolidated projects:

- **Project 1**: **Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way (Segment 1)**
  - Installation of median, curb & gutter, sidewalks
  - Intersection improvements (turn lanes and new signalizations)
  - Pedestrian bridge near Leander Station
- **Project 2**: **Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2)**
  - Installation of median, curb & gutter, sidewalks
  - Intersection improvements (turn lanes and new signalizations)
  - Pedestrian bridge near Broade St
- **Project 3**: **Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Drive (Segment 3)**
  - Installation of median, curb & gutter, sidewalks
  - Intersection improvements (turn lanes and new signalizations)
- **Project 4**: **Drainage Improvements**
  - Installation of curb and gutter throughout (separate funding opportunity)
- **Project 5**: **Enhanced Railroad Crossings**
  - Enhanced railroad crossings with new gates at multiple locations
  - Grade Separations at:
    - San Gabriel Parkway
    - Hero Way
    - Crystal Falls Parkway
- **Project 6**: **Shared Use Path**
  - Construct a 10' wide shared-use path (SUP) along the entirety of east side of the corridor
- **Project 7**: **New Parks**
  - Construct three small parks along the project corridor
    - Linear Park near County Glen St
    - Pocket Park at Bagdad St & Broade St
    - Linear Park at Pointe 183
- **Project 8**: **Placemaking Efforts**
  - Gateway signage at northern and southern end of corridor as well as Leander Station
  - Directional signage in key areas
- **Project 9**: **Corridor Reconstruction**
  - Combined project including all of Projects 1-8

These projects have different phases that are short-, medium-, and long-term improvements to ensure effective implementation over time and are described in more detail in **Chapter 6**: **Project Implementation**.

Improvement Implementation Costs

The overall recommended improvement project will require several steps forward to be implemented. The implementation of the US 183 Corridor Report recommendations within the study area is estimated to cost $116 million. **Table 1** provides a summary of the opinion of the probable construction cost for the corridor, prior to any design. For strategic implementation purposes, projects along the corridor were grouped into 8 sub-projects, with a ninth option to bundle the project altogether as one. Detailed project descriptions can be found in **Chapter 5: Preferred Scenario and Recommendations**.

Project	Cost
Project 1: Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way	$10,600,000
Project 2: Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway	$14,500,000
Project 3: Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Dr	$4,100,000
Project 4: Drainage Improvements	$1,800,000
Project 5: Enhanced Railroad Crossings	$66,400,000*
Project 6: Shared Use Path	$3,100,000
Project 7: New Parks	$15,000,000*
Project 8: Placemaking Efforts	$1,200,000*
Project 9: **Corridor Reconstruction (Combined)**	**$116,700,000***

***Table 1**: US 183 Corridor Development - Opinion of Probable Construction Cost*

**Note: Costs marked with an asterisk (*) are estimated and subject to change pending final design. All estimates include assumptions for inflation, utility relocation, engineering/survey/testing, mobilization, ROW/easement acquisition, and contingency.*

CHAPTER 1: PROJECT INTRODUCTION

01

CHAPTER 1: PROJECT INTRODUCTION

PROJECT GOAL AND OBJECTIVES

PROJECT GOAL

Establish a unified vision for multimodal mobility to support development efforts along the corridor. The resulting preferred concepts and recommendations should aid land use policy decisions to meet market and citizen demand for economic development and position the City for funding to complete short-, medium-, and long-term infrastructure projects along the corridor.

The studys objectives included the following:

1. Establish a vision for the corridor to serve the City at build-out that harmonizes land use and mobility.
2. Position the City well for desired development types with feasible and attractive locations for development.
3. Improve safety, mobility, and accessibility on the corridor.
4. Build an economic development strategy sensitive to market demands and opportunities.
5. Recommend policies supportive of proper access and mobility along the corridor and to businesses.
6. Engage the public effectively and in a way that is compliant with federal environmental requirements.
7. Include and inform regional agency partners, including TxDOT, CapMetro, CTRMA, CAMPO, Williamson County, and the City of Cedar Park.
8. Identify projects and improvements that are feasible and implementable to support development.

CORRIDOR STUDY AREA

The US 183 corridor study area runs from a northern terminus at the 183A Toll Road (northern Extra-Territorial Jurisdiction (ETJ) edge) to Osage Drive (southern ETJ edge) at the southern terminus and is displayed in **Figure 6**. South of the Osage Drive intersection, the corridor moves into the City of Cedar Park and becomes known as Bell Boulevard. The study area consists of a one-parcel boundary extending from the project limits to evaluate existing infrastructure and land use dedications. The study area was extended to a quarter-mile buffer surrounding the corridor to review demographic data. In addition, existing conditions and expected impacts to parallel routes (such as Bagdad Road, Lakeline Boulevard, the 183A Toll Road, and Ronald Reagan Boulevard) and intersecting roadways (such as San Gabriel Parkway, Hero Way, South Street/ FM 2243, and Crystal Falls Parkway) are discussed.

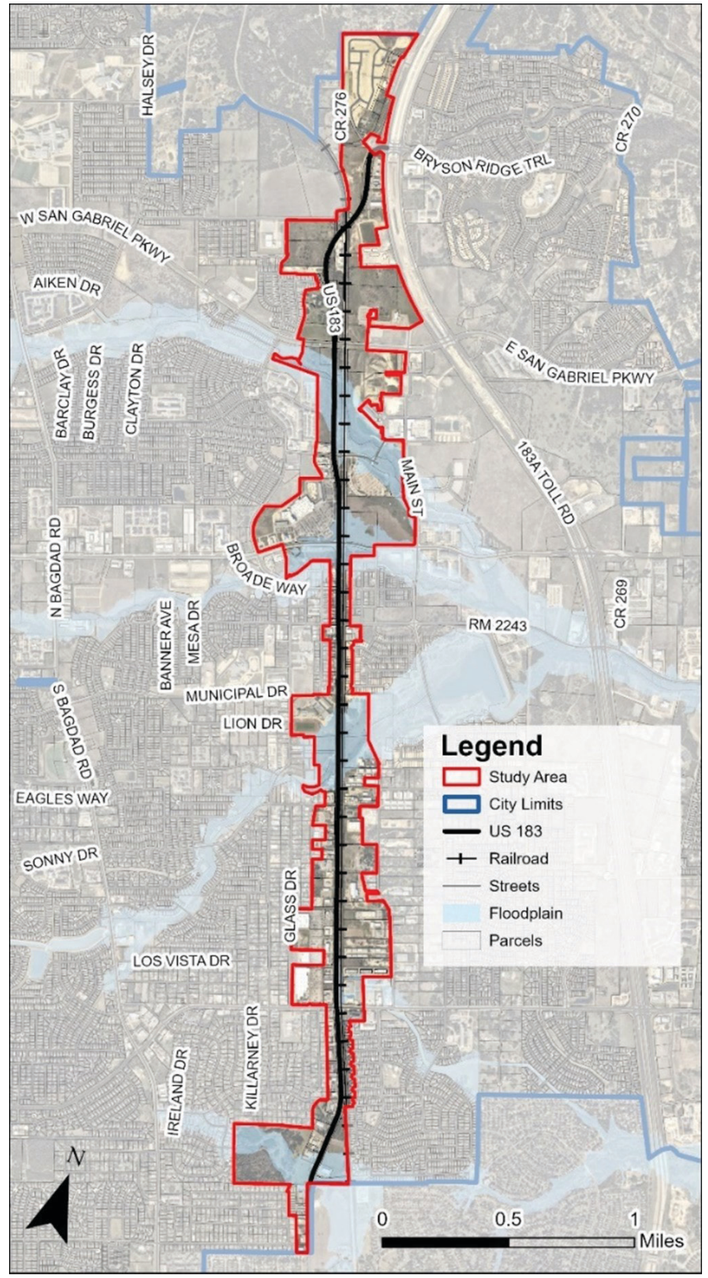


Figure 6: US 183 Corridor Study Area

CORRIDOR OVERVIEW

The US 183 corridor is an approximately 5-mile arterial roadway (see **Figure 6**) running generally north-south in the center of Leander's city limits. The entirety of US 183 from Osage Drive to the 183A Toll Road is a 4-lane undivided arterial roadway that expands to incorporate a two-way turn lane south of San Gabriel Parkway. The existing section varies in curb-to-curb width from 52' to 68'. Right-of-Way (ROW) also varies from 90' to 125'+ in some sections.

Retail and commercial land uses surround the majority of the corridor. There are a handful of residential parcels directly bordering the corridor and Leander Middle School is located along the corridor just south of Atkins Street. Due to the high density of commercial land uses, the corridor generates a large number of trips for restaurants, shopping centers, and errand-driven trip purposes. **The corridor is expected to continue to develop with new activity-generating land uses, with many commercial and residential developments planned or in progress**.

The corridor not only supports inner-city travel, but also represents a viable regional connection for commuters and visitors traveling between the City of Leander and the surrounding cities of Austin, Georgetown, Cedar Park, and Round Rock, making US 183 an alternative route to the 183A Toll Road. The corridor experiences congestion during peak travel hours, which is mostly experienced at high-volume intersections. The majority of the trips along the corridor are made via private automobile.

There are no dedicated bicycle facilities along the corridor, but several widened sidewalks can support bicyclists traveling both parallel and perpendicular to the corridor. However, **there are many gaps in the sidewalk network along the corridor**. CapMetro provides fixed-route bus service (MetroExpress Route 985) and rail service (MetroRail Red Line) to and from Leander, as well as the on-demand Pickup service (Pickup Leander) within Leander.

The railroad runs parallel to the corridor on the eastern side until it crosses US 183 just north of Heritage Grove Road, which creates challenges for ROW acquisition, pedestrian crossing safety, and potential for future parcel development.

PROJECT PARTNERS

Due to the regional connectivity and multimodal nature of this corridor, advanced coordination between the City of Leander and the following entities (all of which participated in the Technical Working Group established for this study) is paramount in ensuring the success of any proposed improvements:

- The City of Cedar Park
- Williamson County
- CapMetro
- Central Texas Regional Mobility Authority (CTRMA)
- TxDOT

PROJECT PROCESS

This initiative has been undertaken as part of a series of corridor studies identified in the City's TMP by creating multimodal transportation proactive plans for the City's major corridors. The project process began in late 2023 when data was collected to assess current conditions along the corridor. The project process involved a comprehensive analysis of the corridor's existing conditions, the development of concept plans and proposed projects, and active public engagement with the community. This approach ensured the planning process was data-driven and inclusive, incorporating community input at crucial stages.

REPORT ORGANIZATION

This report provides a detailed accounting of the preliminary assessment, public input, scenario assessment, and recommendations for the ultimate improvements to the corridor.

Chapter 2: Community Outreach and Involvement
Provides more detail on the public involvement that was incorporated throughout the process and how that influenced the results of the study.

Chapter 3: Corridor Background
Provides information on the background of the corridor. This chapter summarizes the existing physical context of the corridor as well as plans, policies, and zoning regulations along the corridor.

Chapter 4: Future Corridor Characteristics
Future Scenario Assessment. Describes the three scenarios that were generated for analysis and testing through the study process.

Chapter 5: Preferred Scenario and Recommendations
Presents the recommended improvements for the corridor based on the results of the modeling and public input on those improvements.

Chapter 6: Project Implementation
Highlights the implementation and future policy strategies for the study area. Ultimately, the projects, policy recommendations, and overall goal expressed within this document are intended to be refined as the City undertakes the schematic and final design process that is needed before the corridor goal expressed through this preliminary effort can become a reality.

CHAPTER 2: COMMUNITY OUTREACH AND INVOLVEMENT

02

CHAPTER 2: COMMUNITY OUTREACH AND INVOLVEMENT

The City of Leander recognizes the importance of meeting the needs and desires of stakeholders in the US 183 corridor. To ensure the success of the project, a comprehensive public engagement approach was implemented to encourage input and ideas from those who live, work, commute, play, and study in the area. With a commitment to inclusion, transparency, and a willingness to learn, the City developed the US 183 Corridor Study Report to inform and engage the community in discussions about transportation solutions. By understanding the perspectives of stakeholders, the City was able to develop recommendations that provide the greatest benefit for all users of the corridor.

This chapter provides an overview of the community outreach and involvement with the public and agency partners. A more detailed description of each of these activities and findings can also be found in the full **Appendix A**: **Public Engagement Summary**.

GOALS OF THE PUBLIC INVOLVEMENT STRATEGY

The project team, along with City staff, worked to provide an engaging, meaningful, and effective public involvement process for the study. The goals and objectives of this process are as follows:

- **Ensure robust community engagement so that project recommendations are reflective of community feedback.**
- **Maintain consistent engagement to identify feasible and implementable projects and improvements while helping people understand the vision for the corridor as it serves the City in a way that is compliant with federal environmental requirements.**
- **Include and inform regional agency partners, including TxDOT, CapMetro, Central Texas Regional Mobility Authority (CTRMA), Capital Area Metropolitan Planning Organization (CAMPO), Williamson County, and the City of Cedar Park.**
- Give reasonable access to technical and policy information as it is collected and developed to enhance stakeholder's knowledge and ability to contribute input.
- Provide adequate notice of participation opportunities and appropriate comment/review times to stakeholders and the public through the study development process.
- Take measures, where needed, to address the needs of populations as defined by both Title VI of the Civil Rights Act of 1964 (Title VI) and the Americans with Disabilities Act (ADA) of 1990 as they refer to their ability to provide input about the corridor.

Technical Working Group

The formation of a technical working group composed of the City of Leander, the City of Cedar Park, Williamson County, CapMetro, CTRMA, and TxDOT marked a significant collaboration. This diverse group brought together key stakeholders to evaluate and improve existing conditions and future development plans along US 183. The City of Leander, City of Cedar Park, and Williamson County represented local government entities with a vested interest in the corridor's impact on their communities. The City of Cedar Park proved to be a vital partner in ensuring that improvements made to the corridor in Leander were consistent with those previously made in Cedar Park's section of US 183 (Bell Boulevard). TxDOT's involvement ensured that the study aligned with state transportation goals and standards, which was vital as TxDOT may consider moving the US 183 roadway designation to the 183A Toll Road frontage through Leander once the 183A Toll Road Frontage Roads in Cedar Park are completed. CapMetro's presence brought expertise in public transportation planning and ensured that any proposed improvements did not conflict with existing or proposed plans for CapMetro-owned right-of-way and facilities. CTRMA's involvement ensured that any future improvements to the toll road would not conflict with improvements recommended as part of this study. By pooling their resources, knowledge, and perspectives, this technical working group developed comprehensive and effective strategies to address the transportation needs and challenges along US 183, ultimately benefiting the entire region.

Online Engagements

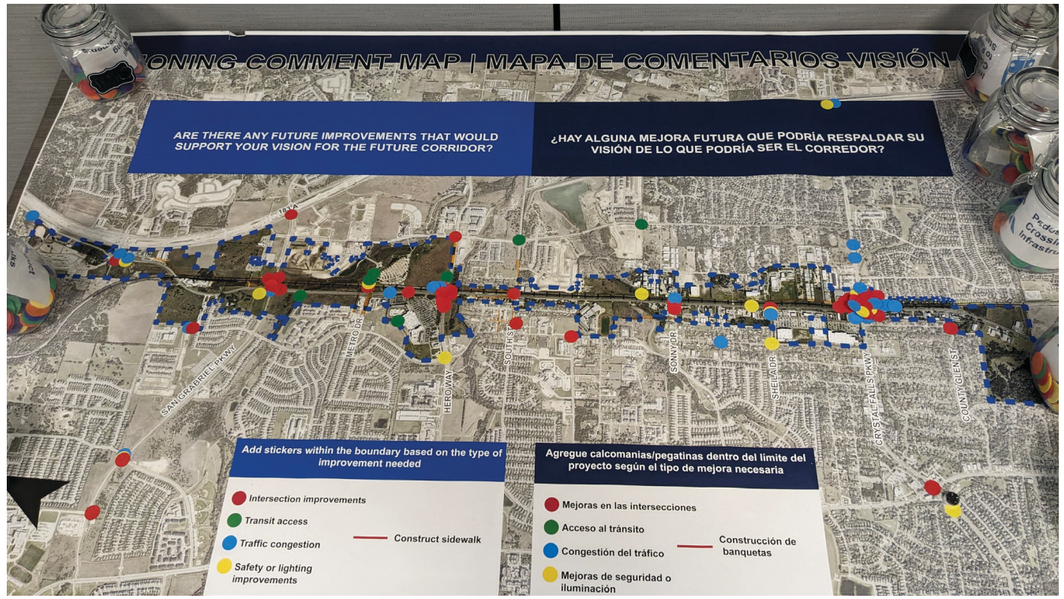
The City hosted several online public engagement opportunities to gather additional feedback on needs and desires for a future redeveloped US 183 through Leander. An online survey and interactive mapping engagement activity were posted on the City's website.

The interactive map and online survey were open from October 2023 to December 2023. The online engagements received an excellent level of feedback participation, with the interactive map gathering a total of 46 comments (displayed in **Figure 7**), and the online survey gathering 317 survey responses, further detailed in **Appendix A**: **Public Engagement Summary**.

***Figure 7**: Interactive Map Comments*

Christmas Festival Pop-Up Engagement

On Saturday, December 2, 2023, the project team set up a booth at the Old Town Christmas Festival to discuss the US 183 Corridor Study project with the public. The community was able to enjoy shopping, dancing, singing, playing, and meeting Santa. During this event, the project team had three opportunities to leave feedback, including a jar exercise, a mapping exercise, and comment cards. The project team also presented alternative virtual engagement opportunities through an online comment map and survey. Festival attendees could also subscribe to project updates by visiting the project website. The project team interacted with approximately 204 members of the public.



Above are photos from the engagement booth at the 2023 Old Town Christmas Festival.

Stakeholder Meetings

The project team conducted two virtual stakeholder meetings with ten developers to discuss two concept areas, Concept Area 1 and Concept Area 2. The Concept Area 1 meeting focused on five key topics: focus, concerns, roles, clarification, and suggestions. The primary focus was on the Heritage Grove roadway and its alignment with the driveway into Pointe 183. Suggestions included relocating crossings to safer locations, adding turn lanes, implementing right-turn-only access, and ensuring coordination with TxDOT for these changes. The second meeting covered Concept Area 2, addressing topics such as feedback, discussion, opportunities, and coordination. The focus was on the area east of the intersection along Northline, including Northline, St. David's complexes, and Main Street. The discussion emphasized the need for a mid-block crossing and a flashing beacon to improve pedestrian safety at crosswalks.

Both meetings fostered productive dialogue and helped identify necessary improvements to enhance transportation and safety within these areas.

US 183 Block Walk

The US 183 Corridor Study team held a block walk along the entirety of the US 183 corridor in Leander on Thursday, December 21, 2023. The effort served multiple purposes:

1. Introduce the US 183 corridor study to adjacent businesses
2. Collect contact information to build our stakeholder database
3. Solicit their input (verbally as we spoke with them and/or through the online survey and interactive map).

The engagement involved direct visits to businesses along the corridor. The team engaged with business owners, managers, or representatives, introducing the project, explaining goals, inviting feedback, and encouraging participation in online surveys and future events. A project fact sheet was provided in English or Spanish. A QR code was presented to those who expressed an interest in taking the online survey or providing input via the interactive map. See **Appendix A: Public Engagement Summary** for all materials used by the study team during the block walk, and to review the feedback gathered from the outreach effort.

The overall community sentiment about the study was positive and business representatives were welcoming. In total, the study team spoke with numerous people and received feedback from 26 people. **Some feedback themes from our in-person interactions included: the need for improved access to shopping plazas, traffic congestion, better lighting for safety at night, demands for pedestrian safety, sidewalks, and access around certain areas such as Hero Way.**

In total, the project team visited and dropped off flyers at 95 businesses/properties along the corridor. For those businesses that did not answer or were closed, fact sheets were left at the front door.

A stakeholder database was updated with contact information collected from 95 businesses. This information enabled the study team to reach stakeholders to provide study updates and invite them to participate in future engagement.

Public Open House

On Saturday, April 13, 2024, the project team held an open house at the Leander Activity Center from 9:30 a.m. to 12:30 p.m., with 25 community members in attendance. The event allowed community members to engage directly with the project team. The project team introduced the studys purpose and goals, followed by detailed presentations covering the studys background, timeline, public engagement efforts, and key feedback received. Proposed improvements for each of the five concept areas were outlined, with visual aids provided to enhance clarity. Attendees were guided to relevant planning area boards based on their interests, where they could ask questions and share concerns specific to their properties and the corridor. Various feedback stations allowed attendees to share their input via post-it notes, comment forms, or online surveys.

PUBLIC ENGAGEMENT FINDINGS

During the public engagement, the project team identified several needs. In the Concept Area 1 stakeholder meeting, the focus was on the Heritage Grove roadway and its alignment with the driveway into Pointe 183. Additional needs included relocating crossings to safer locations, adding turn lanes, implementing right-turn-only access, and ensuring coordination with TxDOT for these changes. In the Concept Area 2 stakeholder meeting, the discussion emphasized the need for a mid-block crossing and a flashing beacon to improve pedestrian safety at crosswalks. During the US 183 Block Walk, feedback themes from in-person interactions included the need for improved access to shopping plazas, improved traffic congestion, better lighting for safety at night, demands for pedestrian safety, sidewalks, and increased access around certain areas such as Hero Way. These public engagement events provided valuable input that laid the groundwork for developing community-based improvements within the corridor study area.

CHAPTER 3: CORRIDOR BACKGROUND

03

CHAPTER 3: CORRIDOR BACKGROUND

This chapter of the report provides a thorough evaluation of the current conditions in the corridor, as well as a summary of the plans, policies, and zoning regulations in place. For a more detailed description of each of these findings, please refer to **Appendix B**: **Needs Assessment Report**.

EXISTING CORRIDOR CONDITIONS

This section summarizes the corridor's land uses, transportation characteristics, sidewalk conditions, and traffic and crash analyses.

Existing Zoning and Land Uses Assessment

The purpose of this assessment is to evaluate how well the existing Unified Development Code aligns with the policy goals and directions of this corridor study. The assessment aims to bridge the gap between the City's policies and actual practices and work towards achieving the desired development outcomes. Effective development code will be instrumental in making strategic decisions on the approach to a new US 183 in Leander.

Properties along the US 183 Corridor are zoned (see **Figure 8**) under both the City's Composite Zoning Ordinance, utilized everywhere within the City, and the City's SmartCode, used only within the City's area designated for Transit Oriented Development (TOD).

Existing zoning designations along the corridor are generally consistent with the existing future land use designation with no properties zoned in direct contradiction to the future land designation. Existing future land use designations along the corridor (see **Figure 9**) include Multi-Use Corridor, Leander Central, Parks and Reserves, Old Town, Urban Mixed Use, Neighborhood Residential, Industrial, Neighborhood Central, Activity Center, and Employment Center. The largest future land use designations along the corridor are Leander Central, Old Town, Industrial, and Multi-Use Corridor.

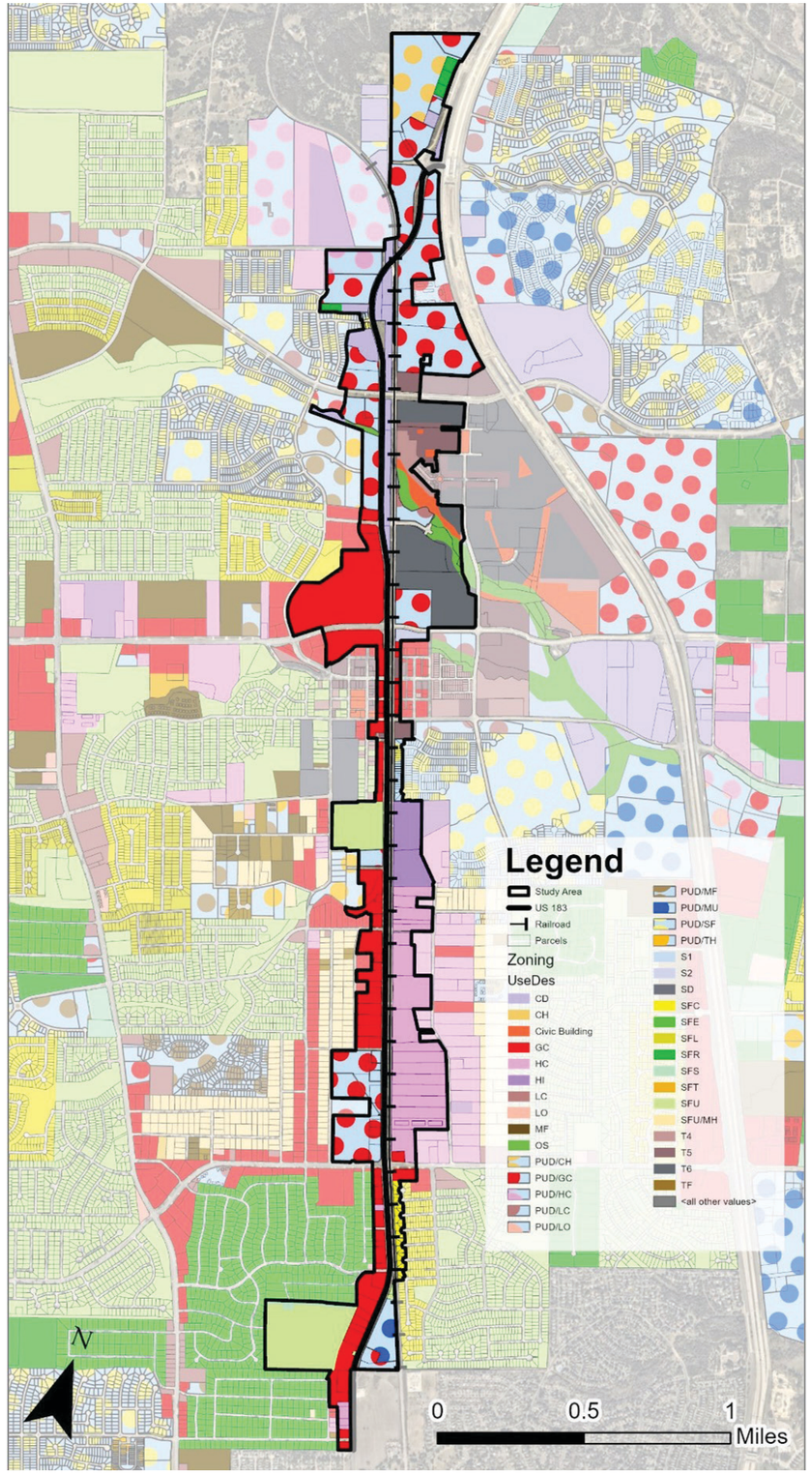


Figure 8: Existing Study Area Zoning

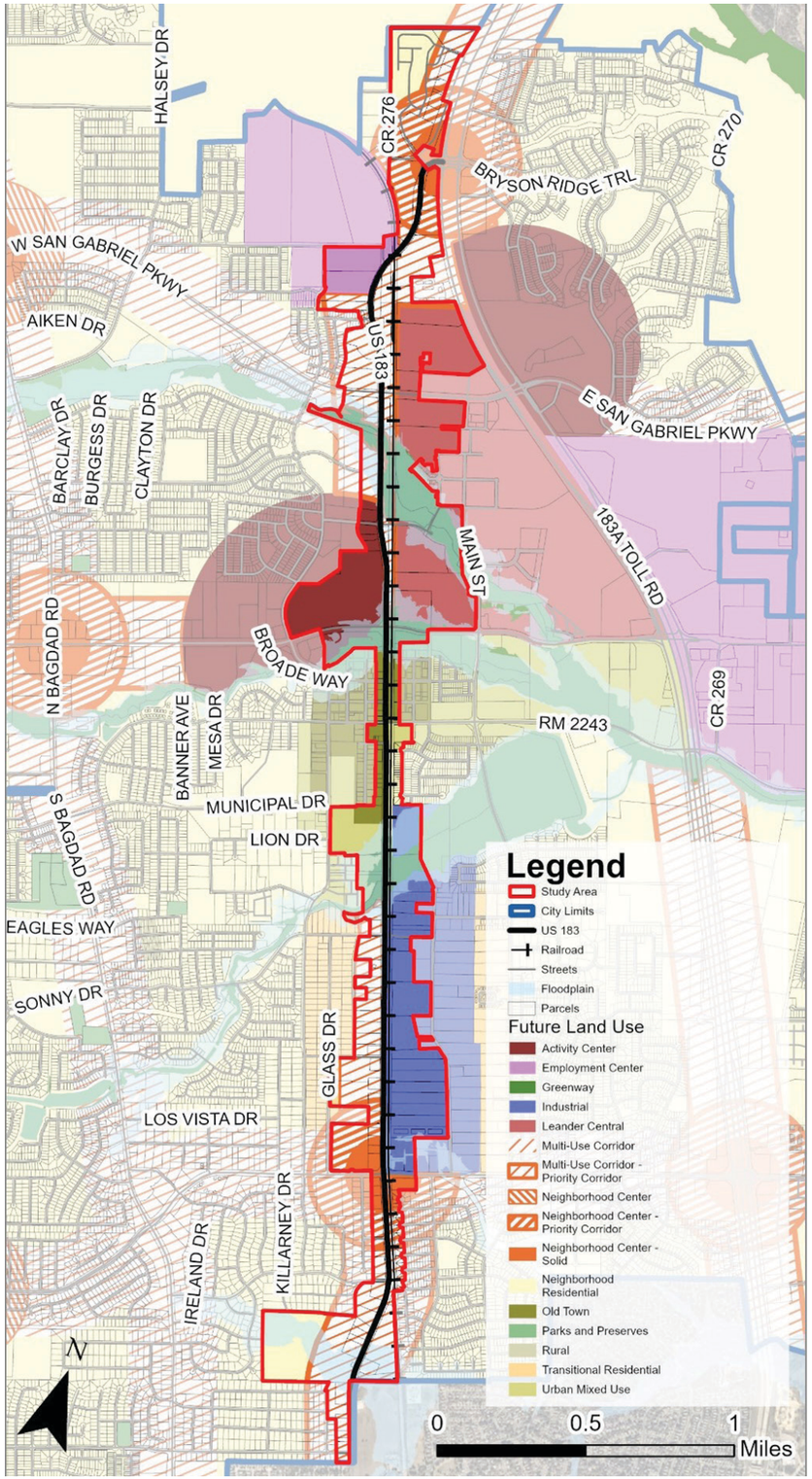


Figure 9: Study Area Future Land Use Designations

Existing Transportation Characteristics and Conditions

This section of the report evaluates the transportation and traffic conditions for the US 183 corridor and surrounding streets within the designated plan area.

Off-Corridor Connectivity

The US 183 corridor has seven major intersections within the study area: Osage Drive, Crystal Falls Parkway, Sonny Drive, South Street, Hero Way, San Gabriel Parkway, and the 183A Toll Road. Additionally, many local streets increase the amount of east-west connectivity of the corridor and through access to surrounding neighborhoods. The posted speed limit varies between 55 to 60 miles per hour, but due to the wide road and expansive open spaces along much of the corridor, it is common for vehicles to travel at higher speeds. As a major north-south connector through the city, the corridor sees a daily traffic volume of approximately 24,000 to 30,000 vehicles. It also serves as an alternate route for commuters to the 183A Toll Road. With planned improvements to the 183A Toll Road, Bagdad Road, and Ronald Reagan Boulevard, it is anticipated that some of the regional commuter pressure on US 183 will be alleviated. Additionally, US 183 provides access to CapMetro's transit services.

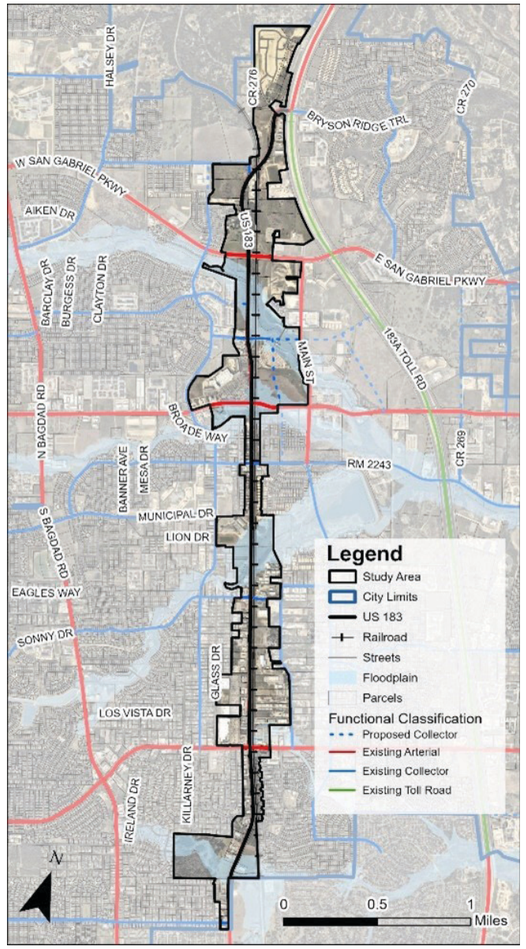


Figure 10: Corridor Connectivity

The potential widening of cross streets of San Gabriel Parkway and Hero Way can greatly enhance the network connectivity of US 183 with the rest of the city. By serving as primary arterials, these roads will provide connections in the east and west areas of Leander, complementing existing arterials like Bagdad Road that facilitate access to the north and south parts of the city and neighboring areas. Currently, San Gabriel Parkway only has 2 through travel lanes, while Hero Way has 4 through travel lanes. However, according to the City of Leander's Thoroughfare Plan, both streets are identified as proposed 6-lane primary arterials. Additionally, the completion of South Brooke Drive and the extension of the unnamed roadway south of Heritage Grove will further enhance access to the surrounding area.

Existing Cross Sections

The entirety of US 183 from Osage Drive to the 183A Toll Road is a 4-lane undivided arterial roadway, excluding the segment that expands to incorporate a two-way left turn lane from south of San Gabriel Parkway to the southern end of the corridor. **Figure 11 – Figure 15** show the variations of the 4-lane cross-section along the corridor. The two-way left turn lane, while intended to provide a designated space for vehicles to make left turns, can also create confusion and potential conflicts between vehicles entering and exiting the roadway. This can lead to congestion and delays, especially during peak traffic periods. The presence of driveways along the roadway can also increase the risk of collisions, particularly when vehicles are entering or exiting the roadway. This can result in slower traffic flow and potential delays for other drivers.

Furthermore, the lack of a physical barrier between opposing lanes of traffic can increase the risk of head-on collisions, particularly if drivers are not paying attention or are attempting unsafe passing maneuvers. This can pose a significant safety hazard for drivers, passengers, and pedestrians. Additionally, an undivided roadway with driveways can be challenging for pedestrians and cyclists. The frequent interaction between vehicles entering and exiting driveways and non-motorized users can create an unsafe environment, increasing the risk of accidents.

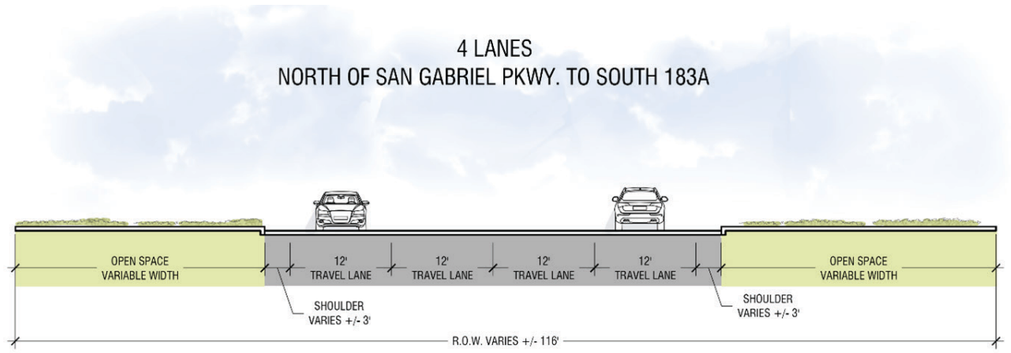


***Figure 11**: 4 Lane Cross Section from North of San Gabriel Parkway to South of the 183A Toll Road*

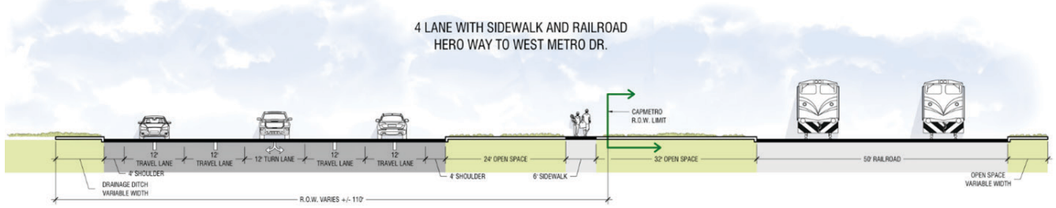


***Figure 12**: 4 Lane Cross Section with a Two-Way Turn Lane, Sidewalk, and a Double-Track Rail Line from Hero Way to West Metro Drive*

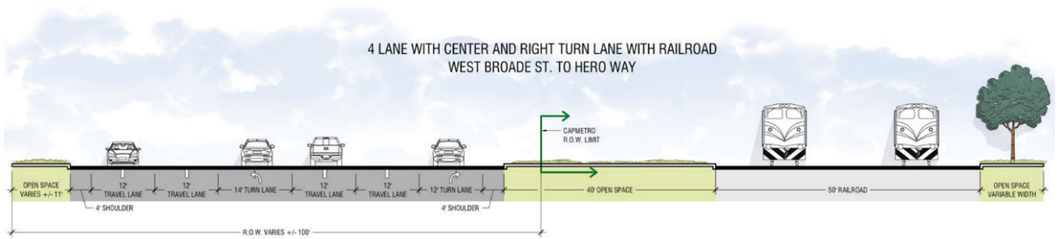


***Figure 13**: 4 Lane Cross Section with Left and Right Turn Lanes and a Double-Track Rail Line at the Intersection of US 183 and Hero Way*

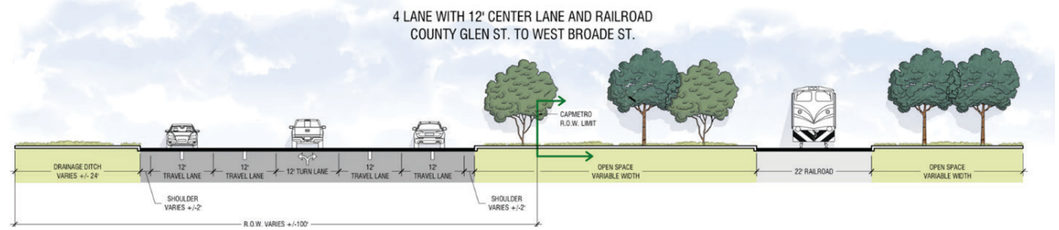


***Figure 14**: 4 Lane Cross Section with a 12' Two-Way Turn Lane and Rail Line from County Glen St. to West Broade St.*

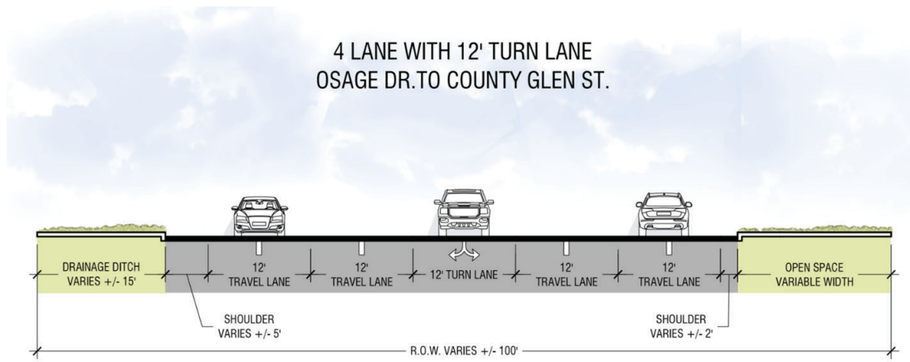


***Figure 15**: 4 Lane Cross Section with a 12' Turn Lane from Osage Dr. to County Glen St.*

Pedestrian and Bicycle Facilities

Within the study area, there are approximately 5.85 miles of sidewalks, including 1.3 miles of wider facilities considered as trails in the Parks and Recreation Master Plan. However, sidewalks and crosswalks along US 183 traveling north and south are inconsistent. Improving mobility along this corridor faces challenges such as crossing the parallel railroad, steep slopes, deep drainage ditches, interactions with the floodplain, and conflicts with driveways.

Figure 16 highlights significant gaps in the sidewalk network, accounting for approximately 51% of the potential future sidewalk network in the study area. Prioritizing these gaps, especially at major intersections like East Sonny Drive and South Street, is essential. Innovative solutions like elevated walkways or bridges and underground tunnels can be explored to overcome physical barriers and create uninterrupted pedestrian pathways.

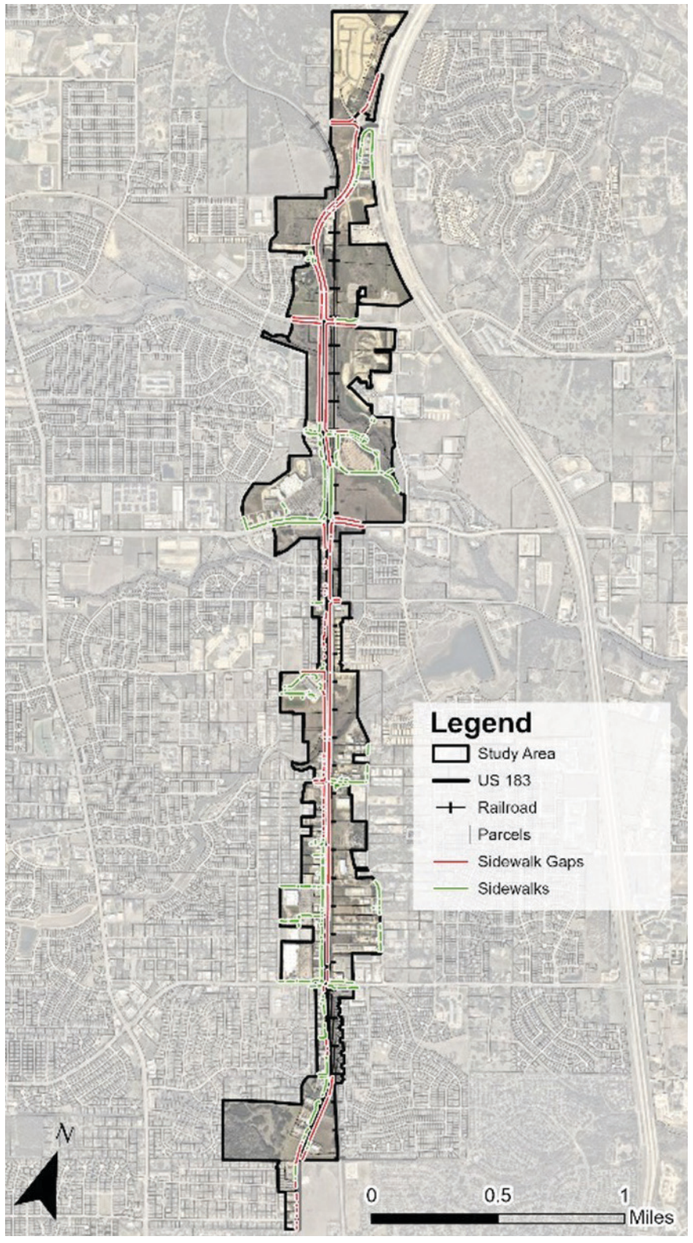


Figure 16: Study Area Sidewalk Gaps

Currently, there is only one explicitly marked bicycle facility (a 10' widened sidewalk) on US 183, at the very north end of the corridor between the 183A Toll Road and Heritage Grover Road. However, there were occasional cyclists observed using the narrow shoulder along US 183.

Bicycle and pedestrian traffic counts were conducted on November 28th, 2023, at the intersections of US 183 and South Street, as well as San Gabriel Parkway. During the 24-hour period, three pedestrians and one cyclist were recorded at South Street, while no activity was observed at San Gabriel Parkway.

Parks And Trails

Currently, no parks exist within the study area boundary. Several HOA-managed parks exist to the west of US 183 between San Gabriel Parkway and Hero Way. Additionally, a new planned park is currently under construction within the Northline development. This planned City park, shown in the image below will include a pavilion and entertainment stage, a promenade for events and festivals, a fitness lawn, outdoor living and seating grove, play areas with a splash pad water feature, and more (Source: Northlineleander.com). Additionally, there is a planned park under design in Old Town between Bagdad Street, South Street, and Brush Street, which is planned to host events such as the Old Town Street Festival and Christmas Festival in the future. **The City should continue to explore opportunities to connect existing and future planned trails to open spaces, parks, and other activity centers**.

Northline Development proposed park space

The City's parks and recreation master plan made several recommendations for proposed trails that either run parallel along US 183 or cross the US 183 corridor in the east/west direction. In the Parks, Public Spaces, and Recreation Comprehensive Plan, it is recommended that to enhance the safety and comfort of pedestrians and cyclists, new multi-purpose pathways should be constructed with a minimum width of 10' to 12' (the current regulations are a minimum of 10' along US 183). These existing and planned trails were taken into account for this study. A full summary of the reviewed trails that exist within the study area boundary can be found in **Table 2**.

The City of Leander's Thoroughfare Master Plan includes multiple trail connections to the city-wide network and potential grade-separated crossings, which would ensure safe pedestrian flow across the corridor. Implementing these proposed trail connections and crossings is crucial for creating a more pedestrian-friendly environment. Several trail connections to the city-wide network and across US 183 have been identified, including Osage Drive, Collaborative Way, potential grade-separated shared-use path crossings north of Sonny Drive and south of Hero Way, Sonny Drive, Hero Way, South of San Gabriel Parkway, along San Gabriel Parkway, and a crossing immediately east of the US 183 southbound frontage road intersection.

Another planned trail facility will have a significant impact on the US 183 corridor. Dubbed "the Red Line Parkway Initiative," this 32-mile planned trail will stretch along CapMetro's existing Red Line railroad alignment. The proposed trail will run from Downtown Austin to Leander once complete. This program involves multiple agencies and jurisdictions. The City of Austin's Urban Trails Program is currently developing a portion of the Red Line Trail in partnership with the Capital Delivery Services Department.

Trail Type	Location	Notes
Existing/ Planned On-Street Trail	Parallel to US 183, running on the west side of the corridor	There is currently a sidewalk on the west side of US 183 near the H-E-B Plus! and the Gateway shopping center. A sidewalk is planned to complete this network.
Planned On-Street Trail	Running along San Gabriel Parkway in the east/west direction	An 8' trail exists on San Gabriel Parkway to the east of US 183. Also, a trail exists west of Broade Street as well. This planned trail connection will complete this trail network connect the two trail segments and cross the US 183 corridor in the east/west direction.
Planned On-Street Trail	Parallel to US 183, east of the railroad, running from San Gabriel Parkway to the Leander CapMetro Park and Ride Red Line Station	This planned trail transverses the floodplain and starts at the intersection of US 183 and San Gabriel Parkway. The trail is located east of the railroad tracks and runs south to connect to the Red Line Park and Ride station.
Planned On-Street Trail	Running along Hero Way, northeast of the intersection of US 183	This planned trail seeks to fill the trail gap between existing trails running along Hero Way. There is currently a gap in the trail network along Hero Way between US 183 and Main Street, and this trail will fill that gap.
Planned On-Street Trail	Running along RM 2243/South Street west of US 183	This trail is planned to be constructed along South Street between N West Drive and US 183.
Planned Off-Street Trail	Crossing US 183 in the east/west direction and located within the floodplain south of Hero Way	This off-street trail follows the City's floodplain footprint. This trail is recommended to cross US 183 in some capacity, whether that be at-grade through bringing the path back up to Hero Way to cross at the intersection, or other innovative methods that have been explored in other plans, such as a pedestrian bridge or pedestrian tunnel.
Planned Off-Street Trail	Crossing US 183 in the east/west direction just north of Sonny Drive, running along Mason Creek	Another off-street trail is planned through Mason Creek, connecting Mason Creek Park to a proposed trail head to the east. This planned trail will also need to transverse US 183 in the east/west direction.
Planned On-Street Trail	Running along Sonny Drive	A trail is planned on Sonny Drive that will cross US 183 in the east/west direction.
Planned On-Street Trail	Parallel to US 183 south of Crystal Falls Parkway	Several trail gaps are planned to be filled along US 183 south of Crystal Falls Parkway.

***Table 2**: Existing and Proposed Trails in the Study Area*

Transit Services

There are three types of transit services offered within the study area provided by CapMetro. CapMetro provides bus (MetroExpress Route 985) and rail service (MetroRail Red Line) to and from Leander, as well as the on-demand pickup service (Pickup Leander) within the City. Typical transit service frequency and hours of service can be found in **Table 3**. The existing transit routes and stops are also displayed **Figure 17**.

Many residential developments are proposed directly abutting the corridor, which will increase the demand for transit services along US 183. As the corridor develops, there will be a need to reassess the quality and equity of transit services being provided within the corridor. During outreach efforts at the Christmas Festival, many participants expressed a need for improved accessibility to transit services (explicitly commuter rail and being able to physically access the station by walking or biking to the station) and an increased frequency of service between Leander and downtown Austin. This interest will likely increase as surrounding regions continue to expand. Due to the regional connectivity of Leander and having the only light rail station outside of greater Austin, the commuter rail station should be viewed as a regional resource of mobility. Additionally, as the Leander population continues to grow and age, there will be an increased need for fixed routes and on-demand services.

Recently, CapMetro expanded the Pickup Leander zone by 0.64 square miles in the southwest corner in August 2024. The new zone includes popular destinations such as DaVita Leander Dialysis, Cedar Park Regional Emergency Center, Crystal Falls Crossing Apartments, Lakeline Apartments and Randall's. This supports the need for a comprehensive transit needs assessment and feasibility study in the near future.

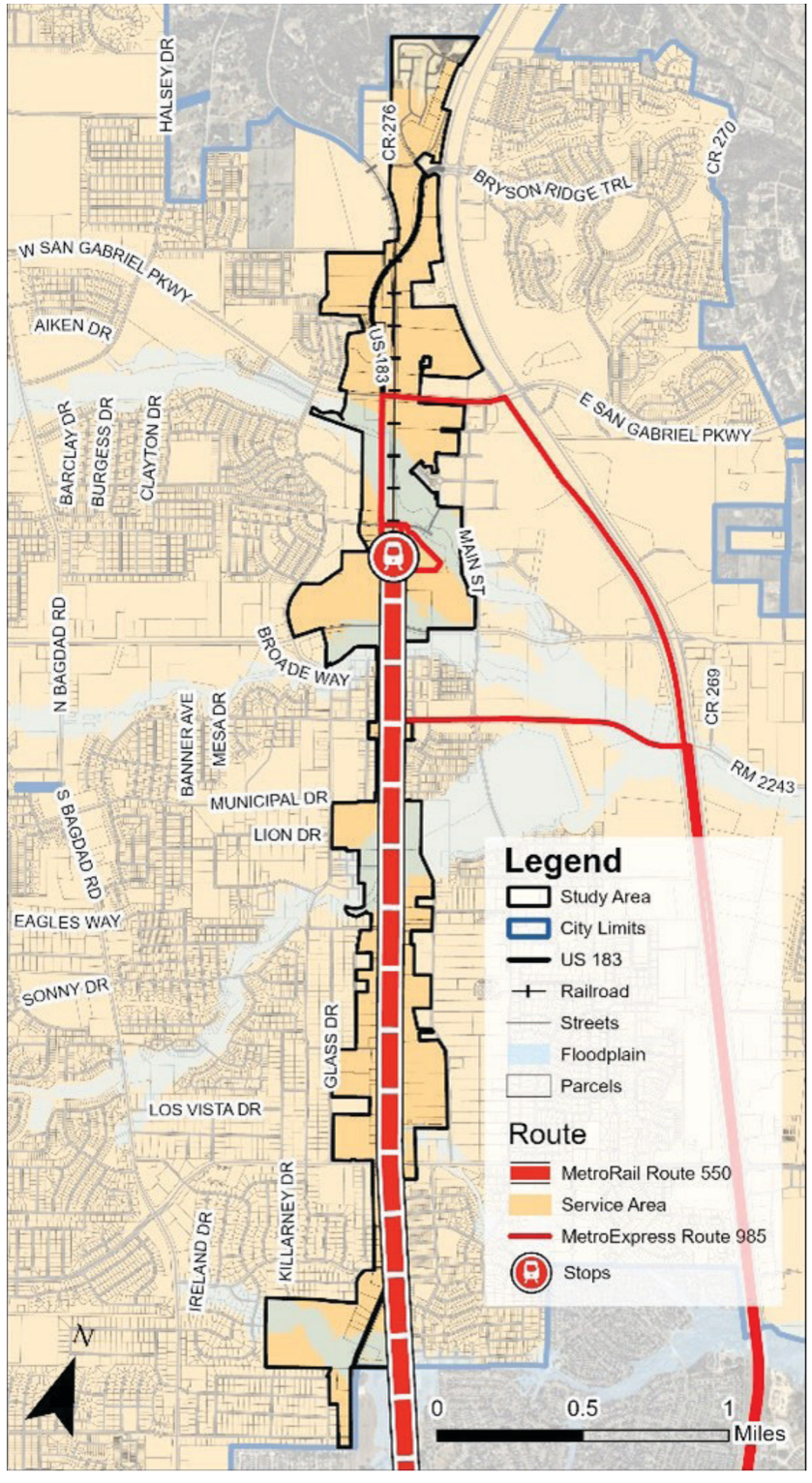


***Figure 17**: Leander Transit Services*

Transit Service	Typical Service Frequency	Hours of Service
MetroRail Red Line (Route 550)	Every 30 – 60 Minutes	**Weekday Service**: Southbound from Leander: First trip - 5:41 AM, Last trip – 5:30 PM. Northbound from Downtown Austin: First trip - 6:43 AM, Last trip – 6:36 PM.
		Extended Friday Service: Southbound from Leander: First trip – 6:41 PM, Last trip – 11:09 PM. Northbound from Downtown Austin: First trip – 7:22 PM, Last trip – 1:32 AM.
		Saturday Service: Southbound from Leander: First trip – 10:12 AM, Last trip – 11:09 PM. Northbound from Downtown Austin: First trip – 10:20 AM, Last trip – 12:31 AM.
MetroExpress Route 985	Every 30 Minutes – 1 hour	**Weekday Service**: Southbound from Leander: First trip - 5:50 AM, Last trip – 8:00 AM. Northbound from Austin: First trip – 2:30 PM, Last trip – 6:00 PM.

***Table 3**: Leander Transit Services*

Union Pacific Railroad

Running parallel to a majority of the US 183 corridor within Leander is a railroad owned and operated by Union Pacific which also services the commuter rail Red Line from Capital Metro. The commuter rail uses the railroad about 10 times in the morning and about 15 times in the afternoon and evening, and Union Pacific runs freight rail on the railroad daily.

At-grade railroad crossings are located along the US 183 corridor at the following study intersections:

- US 183 & Metro Drive
- US 183 & Hero Way
- US 183 & South Street
- US 183 & Sonny Drive
- US 183 & Church Driveway
- US 183 & Sheila Drive (unsignalized)
- US 183 & Crystal Falls Parkway

An additional crossing exists approximately 200' north of the US 183 & Heritage Grove Road Intersection.

At five signalized at-grade crossings, railroad preemption is integrated in the signal operations to allow for cars to safely clear the railroad tracks when a train is approaching. Railroad preemption is a limiting factor for effective signal coordination along this corridor, as preemption takes precedence over coordination, and it can

take several minutes after preemption has ended for coordination to re-synchronize. During peak hours for trains, the frequency of preemption may occasionally be faster than the ability for the signals to re-synchronize.

At Sheila Drive, a minor stop-controlled crossing exists across the railroad to access Dennis Steel, Inc. Existing counts showed that no vehicles entered or exited through this driveway during the AM or PM peak periods.

All railroad crossings identified used consistent design elements, signage, and pavement markings except for the US 183 & Metro Dr. The only variation in crossing components was the use of unique signage: “STOP LOOK FOR TRAINS” rather than the standard Texas Manual on Uniform Traffic Control Devices (TMUTCD) R8-8 “DO NOT STOP ON TRACKS” sign. All at-grade crossings were found to have sufficient design components including consistent active devices, mast flashers, illuminated gates, stop bars where applicable, and associated signal phasing for railroad adjacent signals. To improve pedestrian safety, although not required by TMUTCD, pedestrian gates should be installed at all railroad crossings along the corridor to prevent pedestrians from being able to cross the tracks while trains are actively moving through the intersection.

Existing Stormwater and Drainage Infrastructure

The assessment of stormwater and drainage infrastructure within the study area is limited to the type of infrastructure and number of assets, which is detailed in **Appendix B**: **Needs Assessment Report**. Culvert condition was limited to diameter size and main shape, as well as conclusions made in recent studies. It should be noted that culvert extensions were last completed in 1978, which is the best indicator for the age assessment of the culverts listed below.

There are 75 reinforced concrete culverts within the study area, 51 of which are circular and have a diameter ranging between 12’ to 54’, and the remaining 24 are rectangular and have a diameter ranging between 93’ to 199’. Several culverts that cross US 183 are not currently servicing the 25-year and 100-year ultimate flood hazard zone, as indicated in the K Friese and Associates Leander Flood Study 2022.

Due to the high-level conceptual nature of this corridor study, it can only be stated that **some of the stormwater and drainage infrastructure within the study area boundary may need to be relocated due to proposed improvements**. It is expected that much of the drainage infrastructure along the corridor will need to be replaced if a curb and gutter are installed along the corridor. Additionally, much of the drainage infrastructure along the corridor was installed decades ago and a more intensive hydrologic and hydraulic analysis will be required to evaluate if the existing storm infrastructure is deficient, or if it needs expanding to meet current City of Leander and TxDOT Criteria. All storm criteria will be evaluated against the current Atlas-14 precipitation data as required by the City of Leader Drainage Criteria and TxDOT Hydraulic Design Manual.

There are five instances where the corridor crosses flood hazard areas within the study area. These flood hazard areas have an annual risk of 0.2- 1%, which means that there is a relatively low to moderate probability of experiencing a flood event in any given year. This level of risk suggests that the area is not highly prone to flooding, but there is still a potential for flooding to occur. These flood hazard areas overlap roughly 15% of the study area.

Consistent flooding and stormwater policies, either specific to non-vehicular road users or for all uses including active transportation, are recommended considering the presence of floodplains along the corridor. This includes stormwater management plans, development regulations in floodplains, emergency management plans/ communication systems for road users, and public education and outreach regarding road user behavior during flood events. The design of the corridor should incorporate flood mitigation measures such as elevated walkways, flood walls, and stormwater management systems to protect pedestrians during flood events. Signage and wayfinding elements should be incorporated to guide pedestrians and provide information about flood evacuation routes. Regular maintenance and monitoring of flood mitigation measures should also be implemented to ensure their effectiveness and safety over time.

The US 183 corridor’s existing stormwater, wastewater, and water infrastructure are displayed in **Figure 18 - Figure 20**.

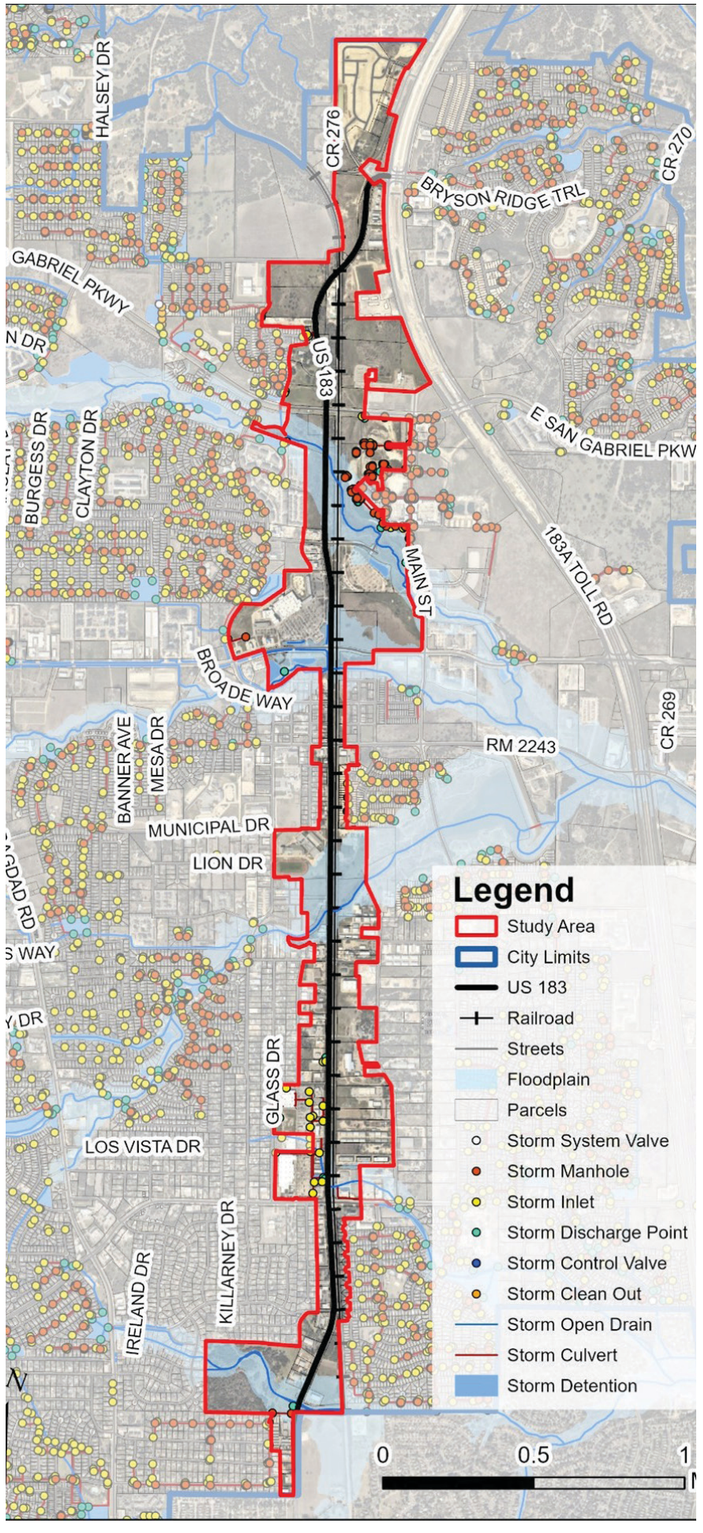


***Figure 18**: Study Area Stormwater Infrastructure*

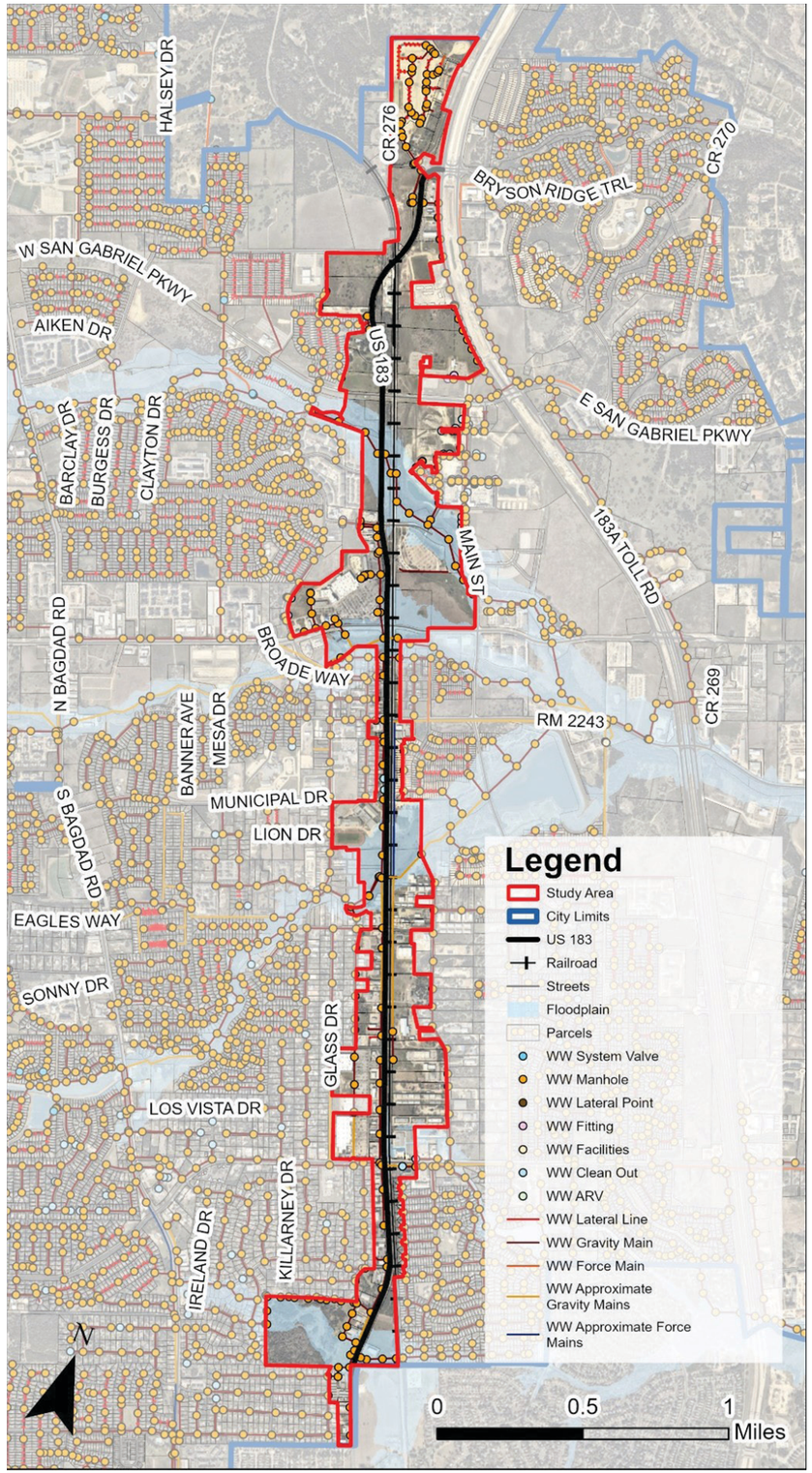


Figure 19: Study Area Wastewater Infrastructure

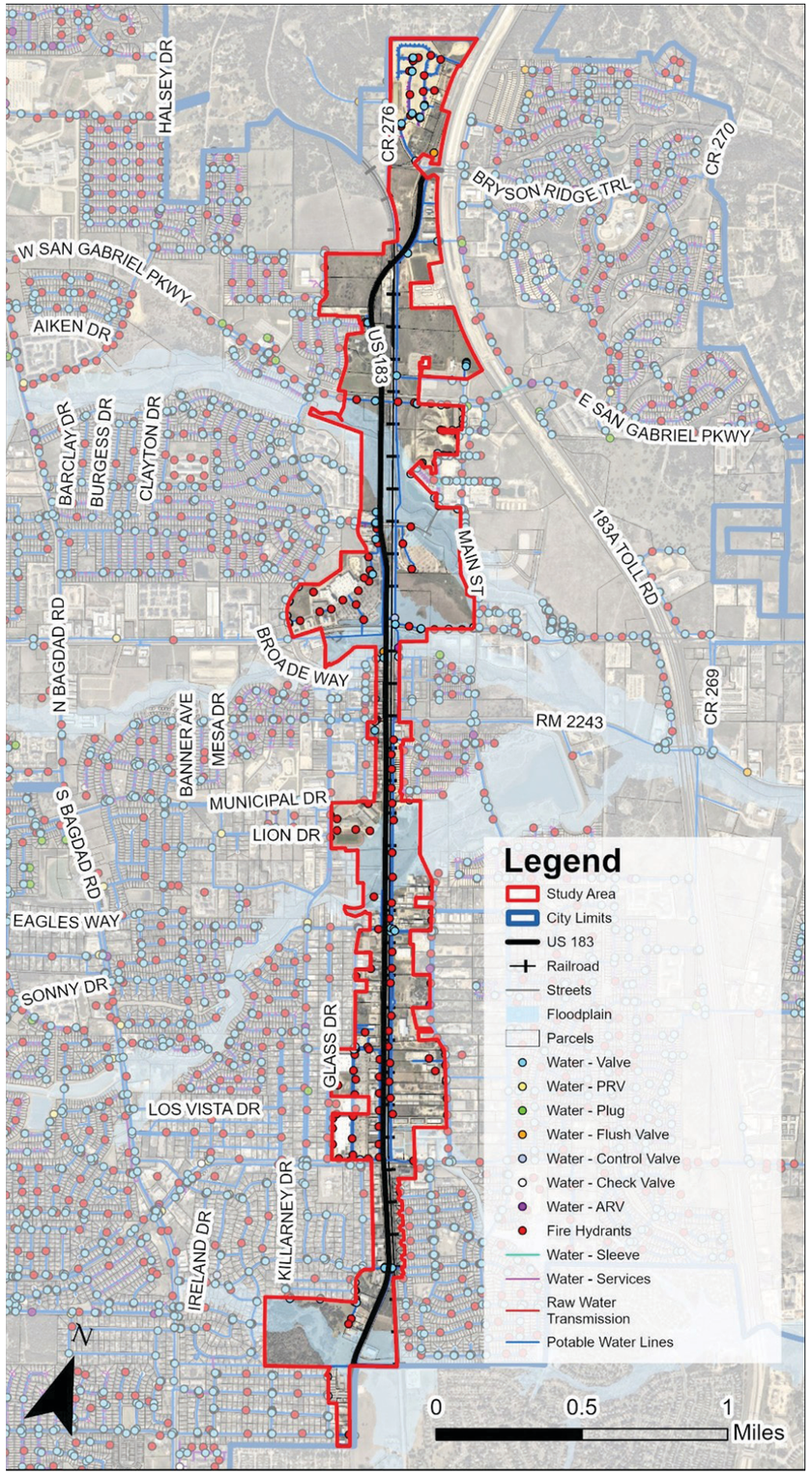


Figure 20: Study Area Water Infrastructure

Existing Operational Analysis and Summary

This section of the report examines the traffic operational analysis conducted to gain insights into the overall network capacity and congestion issues in the study area and its surroundings.

Existing Traffic Volumes

Traffic counts were collected on the US 183 corridor on Tuesday, November 28th, 2023. Traffic counts at nine signalized intersections along the corridor and six unsignalized intersections included several modes, including automobiles, heavy vehicles, bicycles, and pedestrians. A summary of existing traffic volumes by mode at intersections can be found in **Appendix B**: **Needs Assessment Report** of this technical memorandum. Intersection turning movement counts were collected at the following locations:

- 183A Toll Road NBFR & Bryson Ridge Trail
- 183A Toll Road SBFR & Bryson Ridge Trail
- US 183 & Heritage Grove Road (unsignalized)
- US 183 & Tulum Terrace (unsignalized)
- US 183 & San Gabriel Parkway
- US 183 & Metro Drive
- US 183 & Hero Way
- US 183 & Broade Street (unsignalized)
- US 183 & Willis Street (unsignalized)
- US 183 & South Street
- US 183 & Atkin Street (unsignalized)
- US 183 & Sonny Drive
- US 183 & Sheila Drive (unsignalized)
- US 183 & Crystal Falls Parkway
- US 183 & County Glen Street

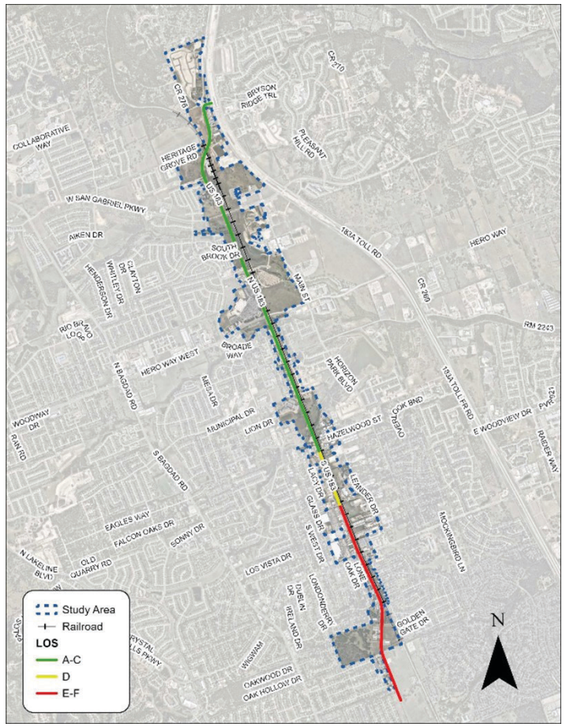


Figure 21: Existing Segment Level of Service

24-hour bi-directional counts were taken along US 183 near the intersections of US 183 & Hero Way and US 183 & Crystal Falls Parkway to approximate Average Daily Traffic (ADT) on the corridor. These counts were also collected on Tuesday, November 28th, 2023.

24-hour pedestrian and bike crossing counts were taken on Tuesday, November 28th, 2023, at the intersections of US 183 & San Gabriel Parkway and US 183 & South Street.

The ADT on the corridor varies between 24,000 to 30,000, which is generally consistent with the capacity of a four-lane arterial road. **Figure 21** shows the variation in daily traffic along the corridor in terms of Level of Service (LOS) A-C for acceptable, LOS D for near the acceptable threshold, and LOS E-F for unacceptable for AM, Midday, and PM peak periods based on the capacity of a 4-lane divided roadway being 33,600 per the TMP. The daily level of service is roughly at capacity for the corridor, likely constrained by signalized intersection throughput.

Table 4 and **Figure 22** break down the intersection Level of Service along the corridor based on Synchro modeling analyses. This intersection LOS differs from the segment LOS because it is based on the volume-to-capacity intersection to clear the intersection, regardless of the upstream and downstream segment capacities. Please see **Appendix C**: **Traffic Operations Memorandum** for detailed capacity analysis reports.

Intersection	Control	AM LOS	PM LOS
183A Toll Road NBFR & Bryson Ridge Trail		E (67.7)	E (64.2)
183A Toll Road SBFR & Bryson Ridge Trail		D (41.7)	C (34.4)
US 183 & Heritage Grove Road*	Side Street	F (423.7)	F
US 183 & Tulum Terrace*	Side Street	C (21.3)	C
US 183 & San Gabriel Parkway		D (48.6)	D (49.6)
US 183 & Metro Drive		B (14.3)	C (20.4)
US 183 & Hero Way		D (45.3)	E (58.8)
US 183 & Broade Street*	Side Street	D (27.6)	C
US 183 & Willis Street*	Side Street	B (13.9)	C
US 183 & South Street		D (37.3)	D (36.2)
US 183 & Atkin Street*	Side Street	C (16.6)	B
US 183 & Sonny Drive		C (29.1)	C (31.4)
US 183 & Sheila Drive*	Side Street	C (20.7)	D
US 183 & Crystal Falls Parkway		E (56.6)	F (80.5)
US 183 & County Glen Street		A (5.8)	A (6.9)

** This is a side-street stop-controlled intersection. The approach with the highest delay is reported.*

Table 4: Existing Intersection Level of Service

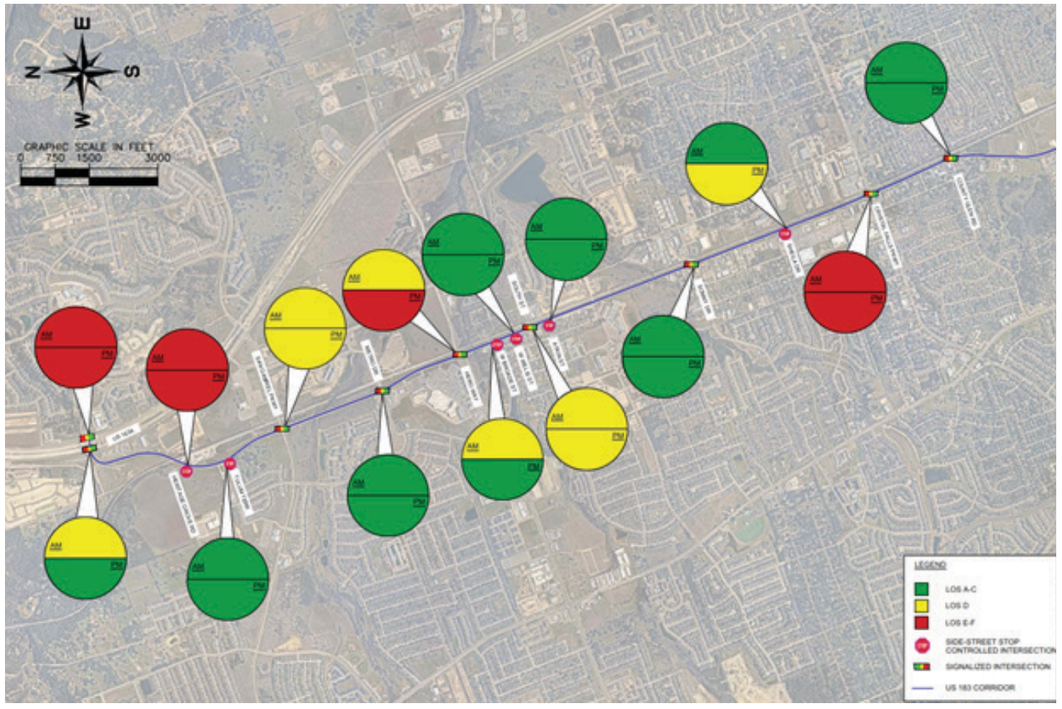


***Figure 22**: Existing Intersection Level of Service*

As can be seen, when comparing **Figure 21** with **Table 4** and **Figure 22**, segment LOS is worst in the south, while intersection LOS is worst in the north. However, these results are not in conflict with each other. Segment LOS is logically worse toward the south since many commuters leave Leander each day for southern job centers like Cedar Park and Austin, so more vehicles are on the corridor toward the south. Intersection LOS depends equally on east-west and north-south movements, with the lowest LOS often found at busy east-west side streets.

Intersection LOS is generally a better indicator of corridor performance than segment LOS. While segment LOS helps identify high-level capacity deficiencies for thru-traffic, intersection LOS identifies bottleneck points along the corridor that tend to be more impactful to total travel time. The needs of this corridor are greater for relieving intersection LOS issues than for relieving segment LOS issues.

Crash Analysis

From 2020 to 2022, there were a total of 349 crashes along US 183 within the study area reported to the TxDOT Crash Records Information System (CRIS). The majority of these crashes were intersection-related (54%) with the remaining crashes split between non-intersection (24%) and driveway access (22%) crashes. The majority of intersection-related crashes occurred at the following high-volume intersections:

22.5%	**21.4%**	**13.9%**	**9.1%**	**9.1%**	**9.1%**
South Street/ RM 2243	Crystal Falls Parkway	San Gabriel Parkway	Sonny Drive	Sheila Drive	Hero Way

Serious injury crashes (fatalities or suspected serious injuries as defined by CRIS) occurred at the following intersections:

- Heritage Grove Road (2 serious injury crashes)
- Crystal Falls Parkway (1 serious injury crash)
- ***An additional serious injury crash has occurred after the analysis period at Sheila Drive.***

The majority of driveway access-related crashes took place along the following three segments:

- US 183 from Bates Drive to Sheila Drive
- US 183 from 450’ south of Sonny Drive to 1000’ north of Sonny Drive
- US 183 from South Street to Metro Drive

The top three contributing factors included Failing to Control Speed, Failing to Yield Right of Way – Private Drive, and Failing to Yield Right of Way – Turning Left. Out of all the crashes, seven resulted in suspected serious injuries and one resulted in a fatality (just north of San Gabriel Parkway, due to unsafe speed), see **Figure 23**. Out of all crashes, three involved a pedestrian, one of which resulted in a suspected serious injury. No crashes involving cyclists were reported during this period.

While crash data for 2023 was not finalized prior to this studys Needs Assessment, it is worth noting that the Leander Police Department reported a train-pedestrian collision at the railroad crossing at Sonny Drive that resulted in a fatality in November of 2023.

Reduced speed limits along the corridor and traffic calming measures at locations with a high number of speeding-related crashes are encouraged. These intersections include Heritage Grove Road, San Gabriel Parkway, Hero Way, South Street/RM 2243, Sonny Drive, and Crystal Falls Parkway.

Improved access control, median installment where two-way-left-turn lanes are present, traffic calming, and improved signage are recommended for private drives with high numbers of left-turn collisions. These locations include the QuikTrip/ GO Car Wash north 183 driveway, HEB Plus! driveways, 7-Eleven and Shell drive north of Sonny Drive, United States Postal Service at Sonny Drive - 183 driveway, and Gateway at Leander north and south bidirectional driveways. Signalization (at currently unsignalized intersections), timing adjustments, lane assignment

adjustments, and intersection geometry improvements are recommended for intersections with high numbers of left-turn crashes. These intersections include Heritage Grove Road, San Gabriel Parkway, West Broade Street, Sonny Drive, Sheila Drive, and Crystal Falls Parkway.

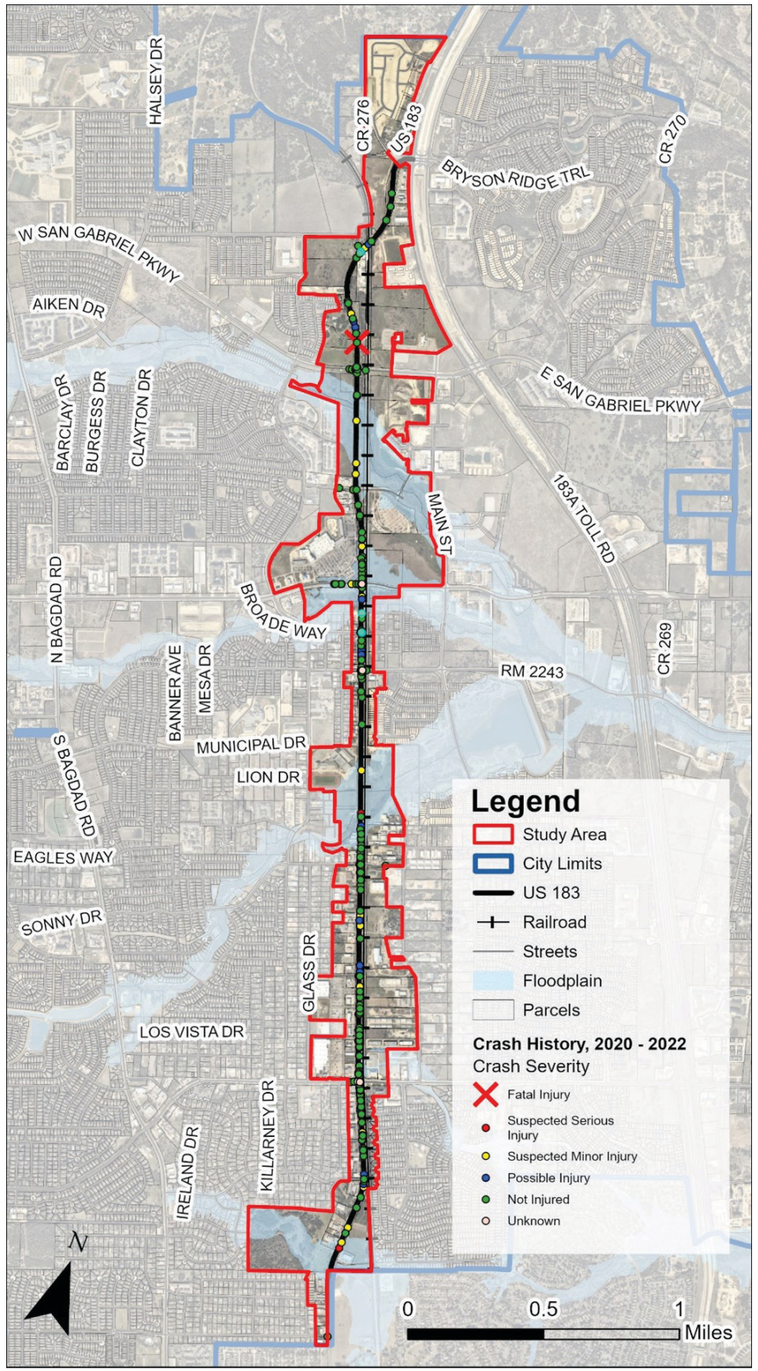


Figure 23: Study Area Crash History, 2020 to 2022

CHAPTER 4:

FUTURE CORRIDOR CHARACTERISTICS

04

CHAPTER 4: FUTURE CORRIDOR CHARACTERISTICS

This chapter summarizes the contents and recommendations of the City of Leander policies and plans and other relevant transportation plans and incorporates them in the development and analysis of the corridor's future travel demand. This provides a baseline future scenario ("2060 No-Build" scenario) of US 183 for comparison with the Future (2060) Build conditions to determine the mobility, connectivity, and safety impacts of the improvements recommended in **Chapter 5: Preferred Scenario and Recommendations**.

CITY OF LEANDER PLANS AND POLICIES

Land use and transportation studies were reviewed and summarized to inform the US 183 Corridor Study. This process was essential to build upon existing initiatives and policies, creating a cohesive and sustainable plan for the US 183 corridor. A list of past plans and studies is below. For a full review of these documents, please see **Appendix B: Needs Assessment Report**.

Parks, Public Spaces and Recreation Comprehensive Plan, 2019

The City of Leander's Parks, Public Spaces, and Recreation Comprehensive Plan was adopted in 2004 and updated in 2011 and 2019. Proposed trails as a result of this plan have been integrated into the thoroughfare plan map. This plan improves public spaces and trails, ensuring a high quality of life for residents.

Leander Comprehensive Plan, 2020

The Leander Comprehensive Plan aims to improve transportation, economic development, and livable neighborhoods. It focuses on enhancing the US 183 corridor, connecting Leander to Austin and other Central Texas communities. The plan prioritizes convenient transportation options like the CapMetro Metro Rail Red Line Leander Station and Metro Express bus route. Additionally, upcoming street projects are included in the plan.

Transportation Master Plan, 2021

The 2021 Transportation Master Plan (TMP) sought to improve traffic flow and the safety of Leander roadways. As a part of this plan, the City identified three corridors for further analysis: Bagdad Road, US 183 (leading to this corridor plan), and RM 2243. The TMP includes intersection improvements at various locations that include roundabout considerations, timing changes, and more.

Roadway Impact Fee Study, 2022

The Roadway Impact Fee Study was adopted in 2022 and was updated in 2023. The purpose of the Roadway Impact Fee Study was to determine the fees needed to fund infrastructure improvements for new development.

Old Town Master Plan, 2023

Overall, the Old Town Master Plan recognizes the impact of US 183 on the area and proposes strategies to overcome pedestrian barriers and improve connectivity. By enhancing pedestrian activity, creating a unique sense of place, and improving street design, Old Town can thrive as a vibrant and accessible community.

FUTURE TRAVEL DEMAND

Future traffic growth along the US 183 corridor was determined by comparing the 2020 base year and 2060 analysis year of the adapted 2045 CAMPO Regional Transportation Plan model. The 2060 Growth scenario includes future traffic growth and projects planned or currently under construction per the current TMP Thoroughfare Plan. Traffic operations analyses were performed with Synchro 9TM, a traffic analysis software, using methodologies defined in the Highway Capacity Manual (HCM). Additional details regarding existing intersection geometries and intersection improvements are located in **Appendix C: Traffic Operations Memorandum**.

Future Capacity Analysis

Assessing the future capacity of a roadway involves evaluating several factors to determine its ability to accommodate future traffic demands. This assessment typically considers current traffic volumes and conditions, population growth projections, and any planned development in the area to project future traffic conditions. Traffic studies, modeling, and analysis techniques can be utilized to estimate future traffic volumes and assess the roadway's ability to handle increased demand. Factors such as lane configuration, intersection design, and signal timings are also considered to identify potential bottlenecks or areas of congestion.

To accurately assess future capacity needs, the Travel Demand Model from the recent Transportation Master Plan (TMP) was updated with demographic data based on recent proposed developments. Three different scenarios were reviewed:

- US 183 widened to six-lane major arterial (**Figure 24**) – as proposed in the TMP
- US 183 kept at a four-lane arterial with a two-way left turn lane (**Figure 25**) – no build scenario
- US 183 as a four-lane arterial with a raised median (**Figure 26**) – preferred scenario

Six-Lane Alternative

Figure 24 illustrates the projected (2060) segment Level of Service for US 183 as an undivided six-lane major arterial. This scenario yields a Level of Service D or worse for the entirety of the corridor excluding north of Metro Drive, which fell within A-C Level of Service.

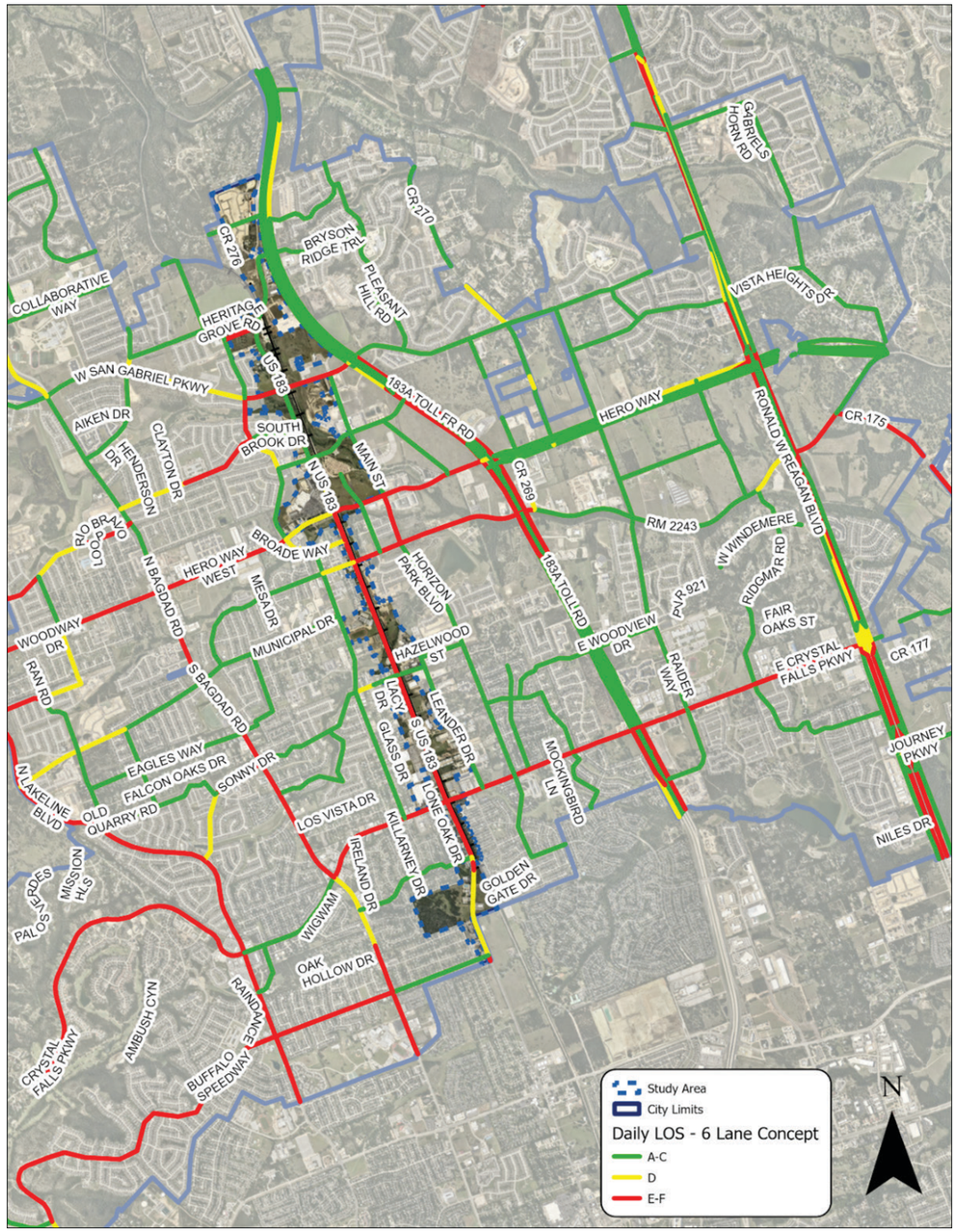


Figure 24: Projected (2060) Segment Level of Service, Six Lane Concept

Four-Lane No-Build Alternative

Figure 25 illustrates the projected (2060) segment Level of Service for US 183 as a four-lane arterial with a two-way left turn lane. This scenario yields a Level of Service D or worse for the entirety of the corridor.

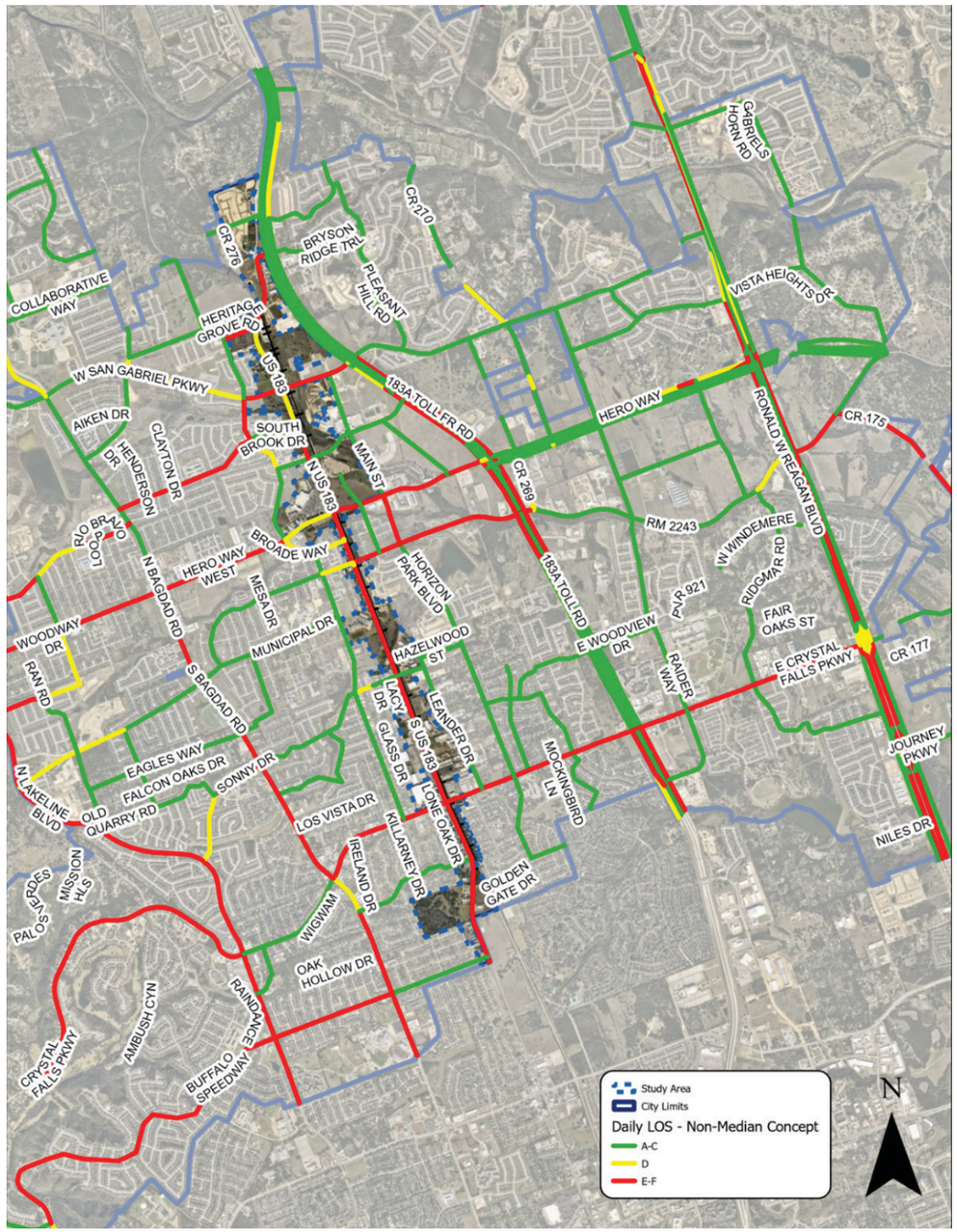


Figure 25: Projected (2060) Segment Level of Service, Non-Median Concept

Four-Lane Median Preferred Alternative

Figure 26 illustrates the projected (2060) segment Level of Service for US 183 as a 4-lane arterial with a raised median. This scenario yields a Level of Service D or worse south of Southbrook Drive and a Level of Service A-C north of Southbrook Drive. As can be seen when comparing the 4-lane with median scenario to the 6-lane scenario, there is minimal improvement to the segment Level of Service at the north end of the corridor, the remainder of the corridor yields the same results in both scenarios.

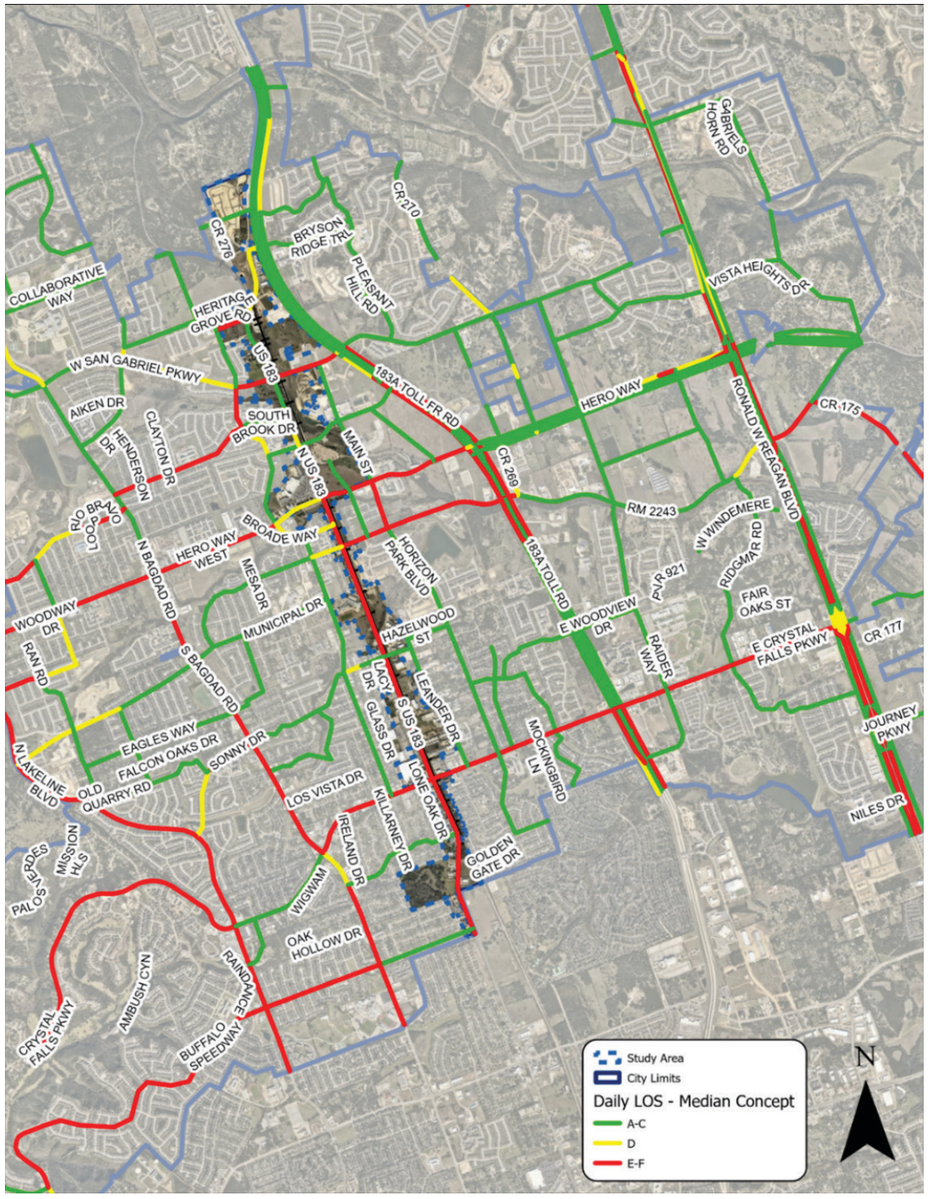


Figure 26: Projected (2060) Segment Level of Service, Raised Median Concept

When comparing the surrounding street network for Level of Service between the three scenarios, there is minimal change in Level of Service occurring to thoroughfares surrounding US 183, such as Bagdad Road, 183A Toll Road, Hero Way, Crystal Fall Parkway, and others.

As previously stated in the existing conditions section, it is important to understand how segment LOS and intersection relate to each other. Segment LOS declines toward the south as many commuters travel daily from Leander to employment hubs such as Cedar Park and Austin, leading to increased vehicle traffic in the southern direction. Intersection LOS relies equally on east-west and north-south movements, with the lowest LOS often found at high-volume east-west side streets.

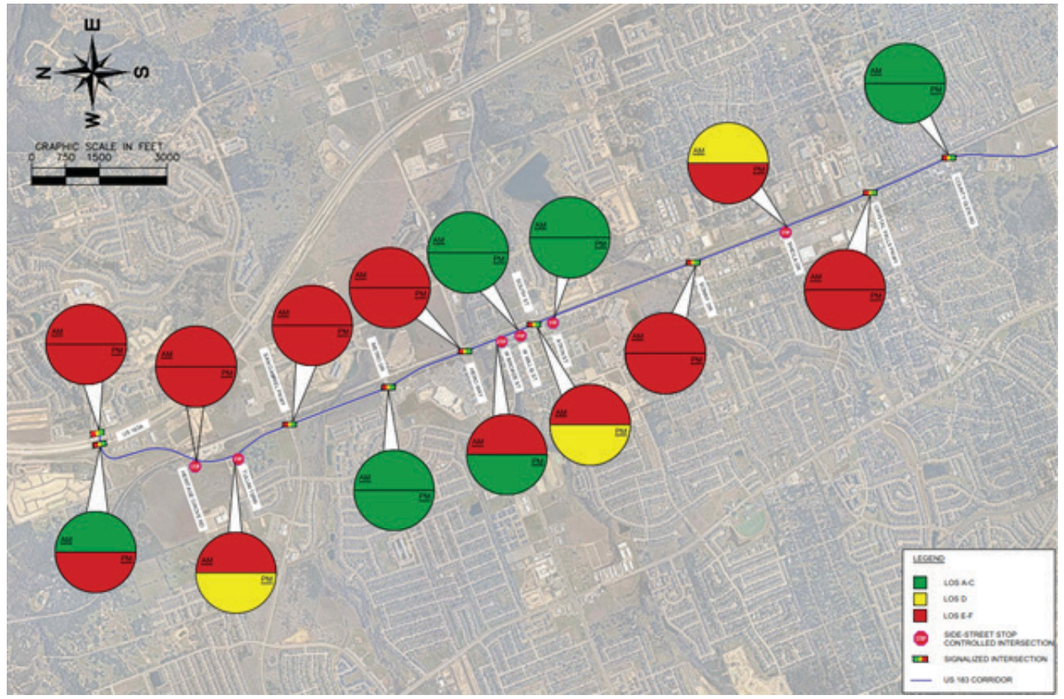


Figure 27: Projected No-Build Intersection Level of Service

As can be seen in **Figure 27**, many of the signalized intersections begin to fail with the increased amount of traffic volume being added to the network. With the construction of the 183A Toll Road expected to be complete by 2030, the volumes expected to be at the diamond intersection decrease in both AM and PM scenarios as traffic is expected to pass through this intersection by using the toll road instead.

Recommended Intersection Improvements

Since intersection bottlenecks are the critical factor impacting congestion and delay along the corridor, this project studied the projected 2030 future travel demand and proposed intersection improvements that could improve delay. These consisted of adding numerous turn lanes and expanding turn lanes along crossing streets to remove split-phase operations that can significantly increase delay at signalized intersections along the corridor currently.

Table 5 shows the findings of the delay comparing Existing 2024 conditions to Build-Out 2030 and Improved 2030 scenario with traffic mitigations.

Intersection	Existing 2024 Volumes				Build Out 2030 Model Volumes				Mitigation 2030 Model Volumes			
	AM		PM		AM		PM		AM		PM	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
US 183 & 183A Toll Road **NBFR/Bryson Trail**	67.7	E	64.2	E	110.9	F	245.1	F	44.8	D	200.1	F
US 183 & 183A Toll Road **SBFR**	41.7	D	34.4	C	31	C	61.7	E	35.5	D	36.4	D
US 183 & San Gabriel Pkwy	48.6	D	49.6	D	138.7	F	79	E	114.6	F	62.5	E
US 183 & Metro Drive	17.7	B	20.4	C	24	C	19.8	B	26.7	C	17.6	B
US 183 & Hero Way	45.2	D	57.9	E	60.8	E	103.5	F	35.1	D	49.5	D
US 183 & South St/Ranch Road	36.8	D	35	D	70	E	49.3	D	31.7	C	35.6	D
US 183 & Sonny Drive	29.8	C	27.8	C	549.4	F	498.9	F	58	E	60.9	E
US 183 & Crystal Falls Pkwy	54.8	D	75.6	E	163.1	F	205.2	F	69.8	E	90.3	F
US 183 & County Glen	10*	B	8.8*	A	11.8*	B	10*	B	10.5*	B	8.1*	A

Table 5: Comparison of Intersection Delay for Existing and Projected Conditions

The proposed improvements for each intersection considered in the **Appendix C: Traffic Operations Memorandum** are outlined below in **Table 6**.

Intersection	Recommendation
US 183 & 183A Toll Road **NBFR/Bryson Trail**	Update traffic signal timing after the 183A Toll Road overpass is open
US 183 & Heritage Grove Road	Potential signalization upon completion of separate realignment project
US 183 & Tulum Terrace	Add eastbound left turn lane
US 183 & San Gabriel Parkway	Add eastbound through lane, increase storage length of eastbound left turn lane, update signal timing
US 183 & Metro Drive	No recommendations
US 183 & Hero Way	Add turn lanes, remove split phasing
US 183 & Broade Street	Convert to “hooded” left turn
US 183 & Willis Street	No recommendations
US 183 & South Street	Add dedicated turning lanes, remove split phasing
US 183 & Atkin Street	Add eastbound left turn lane
US 183 & Sonny Drive	Add eastbound double left turn lane, eastbound right turn lane, convert westbound through-left lane to dedicated left turn lane, remove split phasing
US 183 & Sheila Drive	Signalize intersection once warranted by traffic volumes or safety study
US 183 & Crystal Falls Parkway	Add northbound, southbound, and westbound dual left turn lanes, remove split phasing
US 183 & County Glen Drive	Provide eastbound right turn lane

Table 6: Proposed Intersection Improvements

CHAPTER 5: PREFERRED SCENARIO AND RECOMMENDATIONS

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CHAPTER 5: PREFERRED SCENARIO AND RECOMMENDATIONS

Various factors guided the improvement phases, allowing the project team to evaluate and refine the recommendations outlined in this chapter thoroughly. These considerations ensured that each proposed enhancement was carefully measured for its impact, feasibility, and alignment with the overall goals of the corridor study. The following recommendations reflect a strategic approach to addressing immediate and long-term needs, offering solutions that will benefit the community and the corridor's functionality.

STUDY AREA ISSUES AND OPPORTUNITIES

This section highlights the critical issues and opportunities along the corridor, focusing on pedestrian safety and traffic congestion. Issues were brought up with analysis and public engagement. It identifies critical areas where improvements can enhance safety and reduce congestion, providing a basis for targeted projects.

Transportation Demand Management (TDM) Strategies

In addition to access management and intersection improvements, there are several transportation demand management (TDM) strategies that can be implemented alongside the above recommendations to reduce traffic congestion on US 183 and increase safety. These strategies aim to encourage alternative modes of transportation and reduce the number of single-occupancy vehicles on the road.

Public Transportation

One effective TDM strategy is to promote and improve public transportation options. This can be done by increasing the frequency and coverage of bus routes along US 183. By providing convenient and reliable public transit options, commuters may choose to leave their cars at home, reducing the number of vehicles on the road and alleviating congestion. Additionally, improving the accessibility and safety of bus stops and stations can encourage more people to use public transit, further reducing traffic congestion.

Carpool and Rideshare Programs

Another TDM strategy is to encourage carpooling and partnering with CapMetro to encourage the use of the Park & Ride lot at the Leander Station. By incentivizing carpooling and Park & Ride, the number of vehicles on the road can be significantly reduced. This not only decreases congestion but also reduces the environmental impact of transportation by promoting resource sharing.

Mobility Hubs

To bring these concepts together, it may be beneficial to designate Leander Station as a mobility hub. Mobility hubs can serve as centralized locations where multiple transportation options converge, including public transit, bike-sharing, car-sharing, and electric vehicle charging stations. By creating easily accessible and well-connected mobility hubs, users have the flexibility to choose the most appropriate mode of transportation for their journey, reducing the need for private vehicle usage and alleviating congestion on the roadways.

Active Transportation

Furthermore, promoting and improving active transportation options, such as walking and biking, can greatly enhance pedestrian safety and reduce traffic congestion. Creating and improving pedestrian and bicycle infrastructure, including sidewalks, crosswalks, and shared-use paths, can encourage more people to choose these modes of transportation. This not only reduces the number of vehicles on the road but also creates a safer and more accessible environment for pedestrians and cyclists.

Zoning

To support a multi-modal environment, the uses permitted under each zoning district along the corridor should include a wide variety of commercial uses such as retail, entertainment, institutional, and base employment-generating uses that maintain their characteristic hours of operation and complement one another. To increase the likelihood of the development of a multi-modal corridor, additional opportunities must be made available along the corridor through both vertical and horizontal development consisting of a variety of land uses both within a single site and at multiple sites. Increasing the opportunities for housing along the corridor will incentivize commercial growth while reducing vehicle miles traveled. **The next iteration of Leander's Comprehensive Plan will need to specify land uses and standards that support the mobility improvements being recommended along the corridor**.

Development with a variety of uses

Pedestrian-Oriented / Destination Driven Development

Speed Reduction

Speed reduction would enhance safety for pedestrians and drivers while fostering a more walkable, pedestrian-friendly environment. Additionally, lower speeds help reduce noise pollution, making the corridor more appealing for future development. With speed contributing to 25% of crashes in the area, addressing this issue is critical for improving overall safety. Implementing speed reduction measures also supports other transportation upgrades and is essential for transitioning the corridor from a highway to a boulevard. **Design of future roadway characteristics should align with a lower design speed for the roadway with elements like narrower lanes, raised medians, curb elements, and other design features to align the driver experience of the corridor to the design speed and speed limit**.

Railroad Crossing Enhancements

Railroad crossing enhancements can significantly improve pedestrian safety along the US 183 Corridor. Designated and well-marked crossings should be established to provide safer, more accessible pedestrian pathways, promoting walkability throughout the corridor. Currently, only one pedestrian crossing has a gate, underscoring the need for additional protective measures at all crossings. These enhancements will also support the proposed sidewalks that intersect the railroad, ensuring safe pedestrian access. Given the history of a pedestrian fatality at one of the crossings, these improvements are critical for preventing future incidents and enhancing pedestrian safety.

At-grade railroad crossings present mobility challenges and safety challenges as well. **Grade separations at some of the major crossing streets should be considered to improve congestion and safety by removing railroad interactions with crossing streets**. The railroad has been noted as a significant barrier discouraging development on the east side of the corridor. This issue creates an opportunity to mimic the design improvements made along the railroad in the City of Cedar Park. These improvements include pedestrian improvements, gateway improvements, railroad noise barriers, signage and wayfinding, improved lighting, enhanced landscaping, and art installations.

Sidewalk & Crosswalk Connectivity

Sidewalk and crosswalk improvements are critical for enhancing pedestrian safety and accessibility in the study area. These infrastructure upgrades provide clearly defined pathways and crossings, reducing the risk of accidents and improving connectivity across the corridor. In addition to promoting pedestrian movement, these improvements support future residential and retail growth by creating a more walkable environment. Community engagement has identified a significant need for better sidewalk and crosswalk infrastructure, particularly in areas where pedestrian crashes have occurred due to the absence of safe crossings. Addressing these deficiencies is essential to ensure immediate safety and long-term development.

Parks, Placemaking, and Wayfinding

Placemaking is the process of transforming public spaces into vibrant and inviting places that enhance the quality of life for individuals and communities. One key aspect of placemaking is the creation of parks, which provide valuable green spaces for people to relax, exercise, and connect with nature. Parks offer a wide range of benefits, whether they be linear, pocket, or larger parks, including improved physical and mental health, increased social interaction, and enhanced community identity. Additionally, placemaking involves the implementation of effective wayfinding systems, which help people navigate and explore their surroundings with ease. Wayfinding signage and design elements guide individuals to their desired destinations, reducing confusion and promoting a sense of safety and belonging. Gateways play a crucial role in establishing a sense of place as they act as the first impression and welcoming point for residents and visitors alike. These gateways, whether through architectural landmarks or artistic installations, provide a distinctive identity to the city and create a sense of arrival and connectivity for people entering and exiting the urban spaces. **Several different placemaking opportunities were identified in the Old Town Master Plan and have been built upon in the recommendations of this corridor study.**

Pedestrian Bridges

Pedestrian bridges offer several benefits that positively impact communities. They significantly improve pedestrian safety by providing a separation between pedestrians and vehicular traffic. This helps reduce the risk of accidents and injuries, making it a safer option for pedestrians to cross roads or railway tracks. Additionally, pedestrian bridges contribute to improved aesthetics, enhancing the overall visual appeal of the area. The need for a pedestrian bridge has been identified through community engagement, not only as part of this study but as part of the TMP and the Old Town Master Plan.

As development continues to fill in, the right-of-way (ROW) and rail interactions become more prevalent, and thus the need for pedestrian bridges increases. Although the cost of constructing these bridges can vary, the benefits they provide in terms of safety and aesthetics outweigh the financial investment. Two potential locations for pedestrian bridges include the Metro Drive - Leander Station and Old Town - Broad Street, where the separation of pedestrians from traffic is essential. However, feasibility concerns need to be addressed to ensure that the construction of these bridges is viable.

Additional Trails & Share Use Path

The addition of trails and shared-use paths offers significant benefits. These facilities promote active transportation by providing safe and convenient options for walking and cycling, improving overall accessibility and connectivity. Reducing reliance on motorized vehicles can lower traffic congestion and help decrease environmental impacts. Additionally, these paths can potentially boost the local economy by attracting tourism and recreational visitors. Community engagement supports increasing connections to transit to the Red Line and investing in bike and pedestrian infrastructure.

Intersection Capacity

Enhancing intersection capacity provides significant operational and safety benefits. Separating turning movements from traffic optimizes traffic flow and reduces congestion at critical intersections. This separation also minimizes conflict points, lowering the risk of crashes related to turning movements. Improved intersection capacity allows multiple vehicles to execute turns simultaneously, increasing throughput and reducing delays. Enhanced visibility for both drivers and pedestrians further supports safer operations.

The need for traffic improvements is evident, with a high incidence of left-turn and intersection-related crashes and congestion analysis identifying intersections as key bottlenecks. Additionally, the community consistently highlighted intersection capacity as a primary concern during the engagement process.

Grade Separations

As mentioned in **Chapter 4: Future Corridor Characteristics**, the main mobility constraints along the corridor are at intersection bottlenecks and railroad crossings. Separating the crossing roadway from the at-grade crossing so that the crossing roadways do not conflict with the railroad or US 183 travel lanes, commonly known as a grade separation, would both improve mobility and safety at these critical junctures. **This study proposes three potential grade separations along the corridor at the intersections of San Gabriel Pkwy, Hero Way, and Crystal Falls Pkwy.**

Example grade separation near a railroad

Grade separation projects provide immense safety and mobility benefits but can be costly and difficult to implement due to right-of-way constraints and railroad coordination. San Gabriel Pkwy is the most feasible of the three to implement due to having the least impact on adjacent developed properties, but it is currently the least congested of the three and has lower needs comparatively. Conversely, Crystal Falls Pkwy has the greatest mobility need for grade separation but would be the most challenging to implement due to limited space and right-of-way constraints.

Access Management

Access Management strategies should be implemented along US 183 to enhance traffic flow and improve safety. Reducing the likelihood of accidents and increasing safety for both vehicles and pedestrians. Key elements of access management include improving spacing between traffic signals and driveways, incorporating dedicated turn lanes (including indirect left turns and U-turns), and installing raised medians. These measures improve overall traffic efficiency and support long-term safety benefits despite potential initial concerns from businesses.

Specifically, this recommendation proposes reducing the number of driveways in the following segments of US 183:

- From Broade St to Leander Middle School.
- From just north of Sonny Dr to Sheila Dr.
- From Crystal Falls Pkwy to County Glen.
- From Sioux Trail to Osage Dr.

Implementing these access management strategies will improve traffic operations and safety along the corridor, supporting the project's overall goals.

Example of similar roadway with access management elements

RECOMMENDED PROJECTS

Over sixty specific improvements were developed during the US 183 Corridor Study. The identified projects were assessed against four primary areas of need: safety, efficiency, social risk, and access. More details about this assessment and the metrics used as part of the assessment can be found in **Appendix D: US 183 Project Purpose and Need Development**.

However, many of the identified projects are small in scope and nature and, as a result, would likely not be competitive for discretionary funding opportunities. Therefore, **individual projects were combined into logical termini and/or functions in order to present larger, more competitive projects**. The finalized list includes nine consolidated projects:

Project 1
Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way (Segment 1)

Project 2
Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2)

Project 3
Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Drive (Segment 3)

Project 4
Drainage Improvements

Project 5
Enhanced Railroad Crossings

Project 6
Shared Use Path

Project 7
New Parks

Project 8
Placemaking Efforts

Project 9
Corridor Reconstruction[1]

These projects have different phases that are short-, medium-, and long-term improvements to ensure effective implementation over time and are described in the following pages.

[1] Project 9 encompasses a full reconstruction of the entire corridor, incorporating all proposed enhancements

Project 1 - Roadway & Pedestrian Improvements from 183A Toll Road to Hero Way (Segment 1) – Estimated Cost: $10,600,0000

Project Purpose

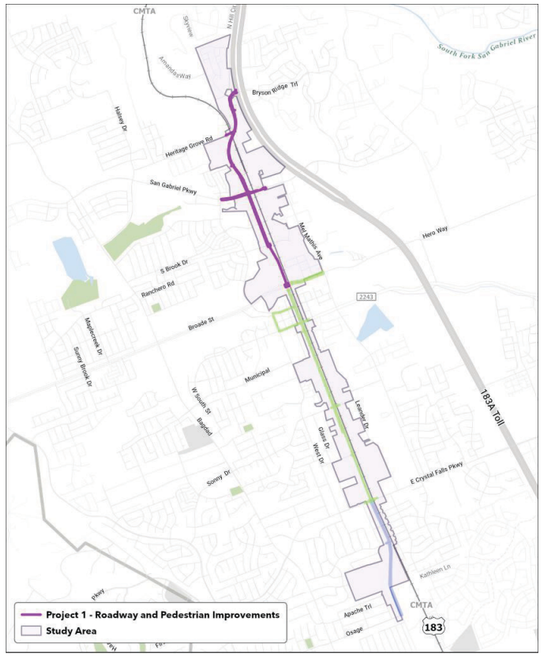
- Streamline traffic flow
- Enhance pedestrian infrastructure
- Ensure safer, more efficient travel

Project Need

- Two fatalities and five serious crashes
- Significant future intersection delays
- Discontinuous sidewalks to numerous activity centers

Proposed Improvements

- Intersection improvements
  - Heritage Grove realignment intersection control
  - San Gabriel Parkway turn lane extension and addition of eastbound through lane
- Enhanced sidewalks
- Pedestrian hybrid beacon near northern development
- Pedestrian bridge near the transit station and Metro Pkwy
- Raised medians
- Curb & Gutters



Project Purpose

The purpose of this project is to streamline traffic flow, enhance pedestrian infrastructure, and ensure safer, more efficient travel for both vehicles and pedestrians from the 183A Toll Road to Hero Way.

Project 1 consists of combined roadway and pedestrian improvements for the northern segment of US 183 from the 183A Toll Road to Hero Way. This includes adding raised medians, curb and gutter, sidewalks, and some intersection improvements. These improvements include a proposed intersection control improvement at Heritage Grove after a proposed realignment of Heritage Grove in a separate project, a potential pedestrian hybrid beacon (PHB) near future redevelopment at the northern end of the corridor, and a proposed pedestrian bridge crossing US 183 near Leander Station.

Project Justification

The purpose of this project is to streamline traffic flow, enhance pedestrian infrastructure, and ensure safer, more efficient travel for both vehicles and pedestrians from 183A Toll Road to Hero Way.

This segment of US 183 needs improved safety measures to reduce serious crashes, efficiency enhancements to improve mobility and reduce congestion, and measures to mitigate the environmental vulnerabilities the community faces.

Safety

Over the last five years along the 1.67-mile stretch of US 183 between 183A Toll Road to Hero Way, there have been 182 crashes, with five crashes leading to serious injuries and two leading to fatalities. One serious crash involved a pedestrian being struck at the Heritage Grove / US 183 intersection, which lacks proper lighting and pedestrian infrastructure. Another crash occurred at a railroad crossing, where an automobile was struck by a train. The primary contributing factors to crashes along this corridor include failure to control speed, unsafe lane changes, and failure to yield right of way when turning left or at stop signs.

Efficiency

To assess travel efficiencies and future congestion along the corridor, traffic counts and intersection delays were modeled during the PM peak period at the intersection of US 183 and San Gabriel Parkway. Today, in the base year of 2024, combined delays for all vehicles during this period amount to nearly 60 hours. Without roadway efficiency improvements, projections for 2030 (horizon year) show that this intersection's peak period total delay will increase by 18 hours, reaching a total of 78 hours. Improvements are needed to mitigate this increased delay, and through implementing the recommended intersection improvements, the delay in 2030 is projected to increase to 61.6 hours—essentially maintaining current levels.

PM peak period	Delay (in seconds per vehicle)	Total Vehicles (per intersection)	Total Hours of Delay
No-Build Scenario in Base Year	78.4	2,737	59.6
No-Build Scenario in Horizon Year	79	3,560	78.1
Build Scenario in Horizon Year	62.3	3,560	61.6

Table 7: US 183 / San Gabriel Parkway Intersection Traffic Data

Social Risk

This segment of the US 183 corridor ranks among the top 24% of Census Tracts nationwide for PM2.5 pollution levels, indicating significant concerns regarding air quality and its impact on public health. Areas along this segment are classified as being vulnerable to the urban heat island effect, causing pockets of extreme heat that restrict the appeal of active transportation.

Access

Currently, the infrastructure along the project area faces significant gaps, particularly with regard to pedestrian accessibility. Sidewalks are almost entirely missing on the western side of US 183, and less than half of the eastern side has accessible sidewalks. This lack of existing infrastructure poses challenges to

pedestrian mobility within the area. Additionally, many areas along this segment are classified as 'park deserts', where there is no park accessible within a ten-minute walk.

However, this segment is home to a high density of community points of interest. Within a one-mile buffer from the project limits, there are many restaurants, several spiritual centers, a park and playground, various sporting locations, an elementary school, an Austin Community College campus, and St. David's Emergency Center. Additionally, the corridor includes key transit hubs such as the Leander Station and the Leander Park and Ride, enhancing its significance to the local community. Currently the transportation network limits any non-automotive access to these community institutions.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

CAMPO: Surface Transportation – Metropolitan Mobility (STP –MM)

- Project 1 aligns well with CAMPO – STP-MM's focus on enhancing mobility and accessibility, making it a candidate for a competitive application. Major eligible components of this project include roadway improvements and congestion mitigation measures.

Project 2 - Roadway & Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2) – Estimated Cost: $14,500,000

Project Purpose

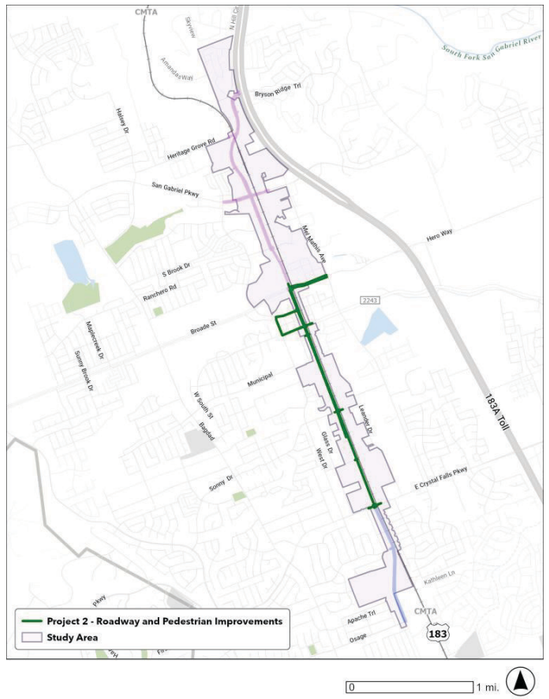
- Streamline traffic flow
- Enhance pedestrian infrastructure
- Reduce travel delay

Project Need

- Three Serious injuries and one fatal crash
- Significant future intersection delays
- Discontinuous sidewalks

Proposed Improvements

- Intersection improvements
- Continuous sidewalks
- Added left-turn lane
- Pedestrian bridge
- Raised medians



Project Purpose

Project 2 consists of combined roadway and pedestrian improvements for the central segment of US 183 from Hero Way to Crystal Falls Pkwy. This includes adding raised medians, curb and gutter, sidewalks, and some intersection improvements.

These improvements include a proposed intersection control improvement at Sheila Dr and a pedestrian bridge near Broade St aligning with recommendations from the Old Town Master Plan.

Project Justification

The project's purpose is to address existing safety issues and to reduce delay along the corridor while improving access to community assets through the creation of a well-connected pedestrian network.

The need for this project is demonstrated through the high rate of crashes along this segment of US 183, which is exacerbated by high traffic volumes. The existing pedestrian network is fragmented, which restricts walkable access to the wide variety of community institutions within the area.

Safety

Over the last five years, this segment of US 183 has experienced three crashes resulting in serious injuries, and one crash causing a fatality. Additionally, there were 380 other crashes that did not result in serious injury. This contributes to the segment's crash rate of 276 per 100 million vehicle miles traveled, which exceeds the Texas state average for State Highways, set at 230.49 crashes per 100 million vehicle miles.[2] Two crashes along the corridor involved collisions with pedestrians, and another crash involved a collision with a railroad train. The most common contributing factors to the recorded crashes include failure to control speed, failure to yield right of way on a private drive, and failure to yield right of way when turning left. This can be attributed to multiple intersections lacking signalization along the corridor, and the absence of a center median to help reduce speed.

Efficiency

In 2024, the total vehicle delay at the US 183 / Hero Way intersection during the PM peak period is 90.2 hours. By 2030, without any improvements, this delay is projected to rise significantly to 133 hours, representing a 47% increase in delay experienced at the intersection. However, with the proposed improvements, the delay experienced at this intersection in the year 2030 is expected to drop to 62.1 hours. Improvements are needed to mitigate anticipated future congestion.

PM peak period	Delay (in seconds per vehicle)	Total Vehicles (per intersection)	Total Hours of Delay
No-Build Scenario in Base Year	94.8	3,427	90.2
No-Build Scenario in Horizon Year	105.5	4,538	133.0
Build Scenario in Horizon Year	49.3	4,538	62.1

Table 8: US 183 / San Gabriel Parkway Intersection Traffic Data

[2] *Texas Department of Transportation (2024). Statewide Traffic Crash Rates. Retrieved August 2024 from* Statewide Traffic Crash Rates (txdot.gov)

Social Risk

This portion of the US 183 corridor is ranked in the top 23% of Census Tracts nationwide for PM2.5 pollution. This segment demonstrates a high vulnerability to the urban heat island effect, showing pockets of extreme heat due to a lack of green spaces and heavy urbanization.

Access

Currently, the sidewalk network within the project area suffers from missing links and broken connections, creating barriers to safe and efficient pedestrian travel. However, within this stretch of US 183 there are several community destinations and points of interest. This includes a plethora of restaurants (including many fast-food restaurants directly off US 183), entertainment venues, numerous spiritual centers, and multiple parks, inclusive of playgrounds. Many of the residential areas along this corridor are classified as park deserts, meaning they have no park located within a ten-minute walk. This is likely due to the lack of an efficient pedestrian network connecting residential neighborhoods to the existing parks.

Additionally, within this segment of US 183 exist Leander City Hall, the Leander Public Library, Leander Middle School, New Hope High School, Christine Camacho Elementary School, and Founders Classical Academy. This segment of US 183 lacks an efficient and connected active transportation network to connect residents to these points of interest.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

CAMPO: Surface Transportation – Metropolitan Mobility (STP –MM)

- Project 2 aligns well with CAMPO – STP-MM's focus on enhancing mobility and accessibility, making it a candidate for a competitive application. Major eligible components of this project include roadway improvements and congestion mitigation measures.

Example Pedestrian Bridge

Project 3 - Roadway & Pedestrian Improvements from Crystal Falls Parkway to Osage Drive (Segment 3) – Estimated Cost: $4,100,000

Project Purpose

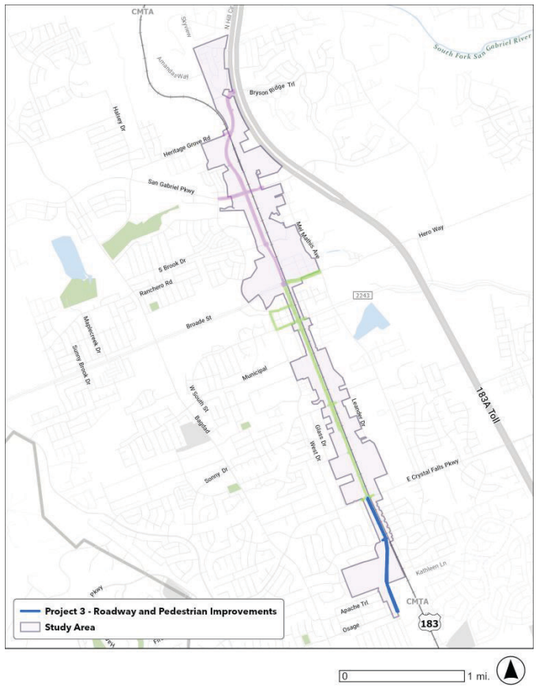
- Enhance safety
- Enhance pedestrian infrastructure
- Enhance access

Project Need

- Four serious injuries due to crashes
- Higher than state average crash rates
- Discontinuous sidewalks

Proposed Improvements

- Intersection improvements
- New right-turn lane
- Continuous sidewalks
- Raised median



Project Purpose

Project 3 consists of combined roadway and pedestrian improvements for the central segment of US 183 from Crystal Falls Pkwy to Osage Dr. This includes adding raised medians, curb and gutter, sidewalks, and some intersection improvements.

Project Justification

This project's purpose is to enhance safety and accessibility while improving efficient travel through the corridor.

The need for this project is the high crash rate, the absence of pedestrian infrastructure which restricts non-motorized access throughout the area, and the projected traffic growth which will result in increased traffic and congestion along this segment of US 183.

Safety

There were 218 crashes, including four serious crashes, on this segment over the past five years. The crash rate along this corridor is 417.69 per 100 million vehicle miles, which is significantly higher than both the Texas State Highway average of 230.49 and the four-lane undivided roadway average at 320.87. The most common contributing factors for the recorded crashes include failure to control speed, disregarding stop-and-go signals, failure to yield when turning left, and unsafe lane changes.

Efficiency

At the intersection of US 183 and Crystal Falls Parkway, current and future traffic analysis shows significant delay. The total delay during the PM peak period for this intersection currently stands at 123.3 hours in 2024. Without any improvements, this delay is projected to surge to 310.3 hours by 2030, more than doubling the delay experienced today. Improvements are needed to reduce this delay, which is projected at 142.5 hours in the future build scenario. This reduction from 310 to 142 hours of delay represents a major improvement in travel time efficiency, mitigating much of the projected future congestion.

PM peak period	Delay (in seconds per vehicle)	Total Vehicles (per intersection)	Total Hours of Delay
No-Build Scenario in Base Year	113.8	3,902	123.3
No-Build Scenario in Horizon Year	206.4	5,412	310.3
Build Scenario in Horizon Year	94.8	5,412	142.5

Table 9: US 183 / Crystal Falls Parkway Intersection Traffic Data

Social Risk

This project area also faces environmental challenges related to air pollution and heat vulnerability. It ranks in the top 22% of parcels nationwide for PM2.5 pollution levels, demonstrating high levels of particulate matter that contribute to poor air quality, impacting the health and well-being of residents.

Access

Sidewalks throughout the project limits currently suffer from missing links and broken connections. Within a one-mile radius of this US 183 segment, over 800 homes and 2,000 residents lack sidewalk access to nearby restaurants, commercial businesses, recreational facilities, and parks. Additionally, several preschools and Pleasant Hill Elementary School lack efficient active transportation routes, restricting mobility options to solely automotive travel.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

CAMPO: Surface Transportation – Metropolitan Mobility (STP –MM)

- Project 3 aligns well with CAMPO – STP-MM's focus on enhancing mobility and accessibility, making it a strong candidate for a competitive application. Major eligible components of this project include roadway improvements and congestion mitigation measures.

Project 4 - Drainage Improvements – Estimated Cost: $1,800,000

Project Purpose

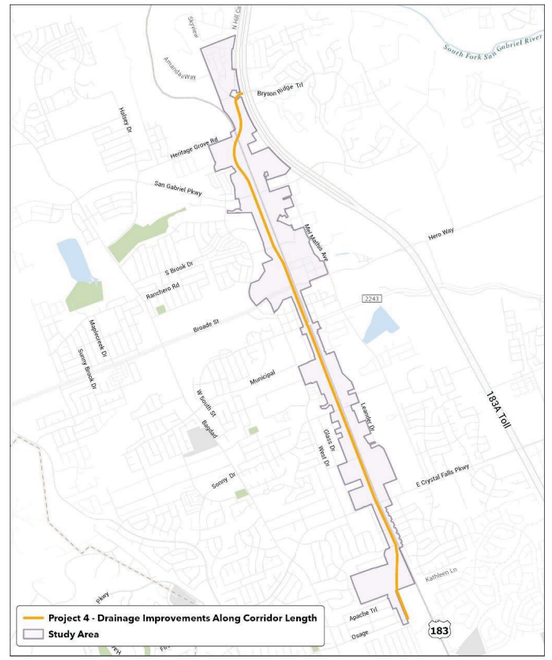
- Mitigate flood risk
- Enhance resilience
- Maintain safer travel during rain events

Project Need

- Increased severe weather events
- Roadway flooding

Proposed Improvements

- Curb and gutter



Project Purpose

Project 4 consists of all the curb and gutter drainage improvements throughout the corridor in a singular project. The targeted grant opportunity for Project 4 is the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation administered by USDOT. These improvements would support the implementation of sidewalk and access management improvements from Projects 1-3 and the grant funding can be layered together with those projects to further increase funding opportunities.

Project Justification

The US 183 corridor is lacking storm drainage measures, which has resulted in previous flooding. The purpose of this project is to mitigate flood risk and enhance the resilience of the US 183 corridor to severe weather events through improved stormwater drainage infrastructure.

Social Risk

This section of US 183 currently has no stormwater run-off mitigation methods, causing parts of the roadway to flood during extreme weather events. Parcels within the southern area of the corridor have successfully received over $150,000 in National Flood Insurance Program claims, demonstrating a history of damages

caused by flooding. This history of flooding demonstrates a need for flood mitigation measures to protect both the infrastructure and the surrounding structures from flooding. The proposed drainage improvements recommended in this project will help to channel stormwater more effectively, preventing the accumulation of water that can lead to hazardous conditions and property damage, and allowing effective evacuation through the corridor.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

Community Project Funding

- The type of projects successfully funded through community project funding often varies depending on the representative in office. Currently, Representative Carter, who represents the project area, has previously supported projects that have been funded under this program focusing on community resilience. This suggests strong applicability and competitiveness for Project 4, as its primary goal is to enhance the community's environmental resilience.

Curb and Gutter improvements provide opportunity for sidewalk protection and landscaping elements in the buffer zone

Project 5 - Enhanced Railroad Crossings & Grade Separations – Estimated Cost: $66,400,000

Project Purpose

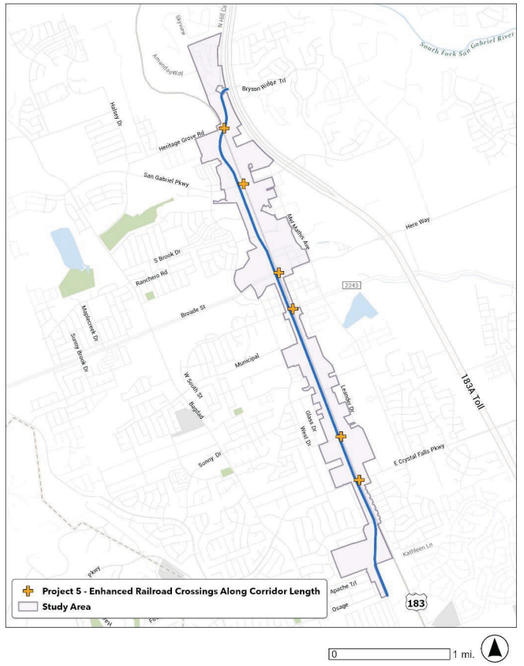
- Enhancing railroad crossing
- Improve safety and interactions between modes

Project Need

- Train/auto collisions
- Delays at critical crossings and railroad disruptions
- Pedestrian/bike barriers

Proposed Improvements

- Enhanced crossings:
  - Near Heritage Grove Road
  - At San Gabriel Parkway railroad crossing
  - At Hero Way railroad crossing
  - At South Street railroad crossing
  - At private railroad crossing at Crystal Falls Parkway
  - At private railroad crossing 800' north of Sheila Drive
- Grade Separation
  - San Gabriel Parkway
  - Hero Way
  - Crystal Falls Parkway



Project Purpose

Project 5 consists of two primary elements. The first improvement is enhanced railroad crossing elements for pedestrian and shared use path crossings at each grade crossing along the corridor. The second is grade separation of intersections with the railroad and US 183 at three locations, San Gabriel Pkwy, Hero Way, and Crystal Falls Pkwy. These improvements would greatly improve traffic delays and transportation safety by removing existing conflict points and disruptive interactions with the railroad crossings.

Project Justification

The primary purpose of enhancing railroad crossings along the US 183 corridor is to improve safety for all roadway users—drivers, pedestrians, and cyclists—while facilitating the creation of a more interconnected and accessible transportation network.

The existing railway crossings along US 183 creates barriers for non-motorized accessibility and conflict points for vehicles, demonstrating a need to eliminate these barriers.

Analysis Supporting Need

A railway runs parallel to US 183, which results in several at-grade crossings for the intersecting roadways of the US 183 corridor. Some of these crossings lack sufficient striping, signage, and safety gates. In the past five years, two automobile-train crashes have occurred at these crossings. Additionally, the railway acts as a physical barrier for pedestrians and cyclists, as the crossings lack accessible infrastructure for active transportation. This fragmentation impedes the development of a cohesive pedestrian and cyclist network, preventing vital connections between US 183 and its eastern residential neighborhoods, which are essential for non-motorized travel.

The proposed enhancements can reduce the risk of train-vehicle collisions and eliminate barriers that hinder pedestrian and cyclist movement, ensuring a safer and more integrated transportation network along US 183.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

Railroad Crossing Elimination Program (RCE)

- RCE funds projects aimed at improving safety and mobility by eliminating at-grade highway and rail crossings. Since Project 5 involves grade separations at several at-grade crossings that have historically had automotive accidents involving trains, there is a competitive case for RCE funding.

Example Grade Separation

Project 6 - Shared Use Path – Estimated Cost: $3,100,000

Project Purpose

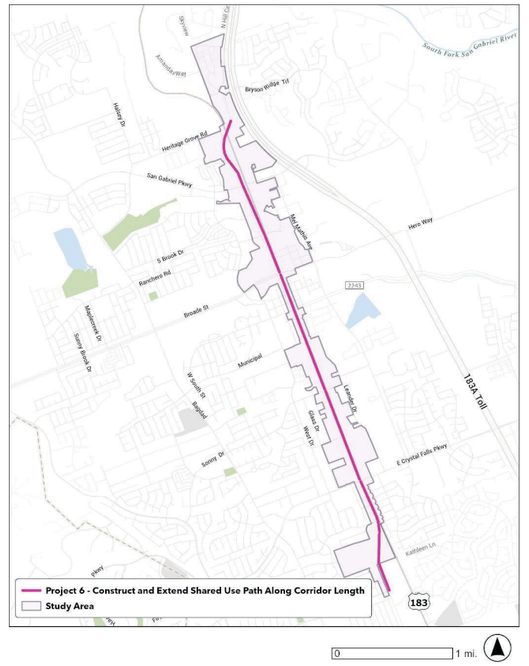
- Improve pedestrian/bike safety
- Enhance access
- Promote active transportation

Project Need

- Pedestrian-related auto crashes
- Fragmented sidewalk
- Lack of access to transit

Proposed Improvements

- 10-ft shared use path



Project Purpose

Project 6 is the proposed Shared Use Path (SUP) along the entirety of the corridor, aligning the aforementioned Red Line Trail project and providing improved pedestrian and bike mobility and safety throughout the corridor, bridging large existing gaps in these networks.

Project Justification

The shared-use path project will provide an alternative to driving by creating a safer, more accessible environment for pedestrians and cyclists.

There is a lack of non-motorized facilities along the US 183 corridor, which has resulted in unsafe conditions and contributed to multiple pedestrian crashes. Infrastructure is needed to connect the high density of residents to key community destinations and to provide alternatives to driving.

Analysis Supporting Need

The US 183 corridor currently presents safety challenges for pedestrians and cyclists, as shown by three pedestrian crashes occurring within the last five years. The corridor lacks safe and convenient infrastructure for cyclists, while the fragmented and incomplete pedestrian network further deters non-motorized travel. With a high density of individuals residing within a one-mile radius of the project limits—approximately 33,000 people—there is a need to connect these residents to the numerous community points of interest along the corridor, such as parks, schools, healthcare facilities, and other essential services. Without a cohesive and safe pathway, the ability for individuals to use active transportation to access these vital amenities is severely limited.

Additionally, the reliance on driving as the primary means of accessing daily amenities creates challenges for socially vulnerable individuals—such as the

elderly, disabled, and low-income residents—who may lack access to a car. These individuals must navigate a network that lacks pedestrian amenities. Furthermore, there is inadequate access to active transportation for Leander Station and Leander Park and Ride, which connects the community to the wider region. Those unable to drive might have difficulty reaching these transit opportunities.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

TxDOT - Transportation Alternatives

- The Transportation Alternatives (TA) program funds projects that develop bicycle and pedestrian infrastructure. Since Project 6 is focused on creating dedicated walking and cycling paths throughout the corridor, offering an effective alternative to driving, Leander likely has a strong and competitive application for TxDOT's TA program for this corridor.

CAMPO: Transportation Alternative Set-Aside (TASA)

- CAMPO: TASA program is a competitive funding opportunity for Project 6, as its focus on enhancing travel options, supporting non-motorized transportation projects, and promoting community improvements aligns closely with the scope and purpose of Project 6.

Example Shared Use Path

Project 7 - New Parks – Estimated Cost: $15,000,000 (Dependent on Final Design)

Project Purpose

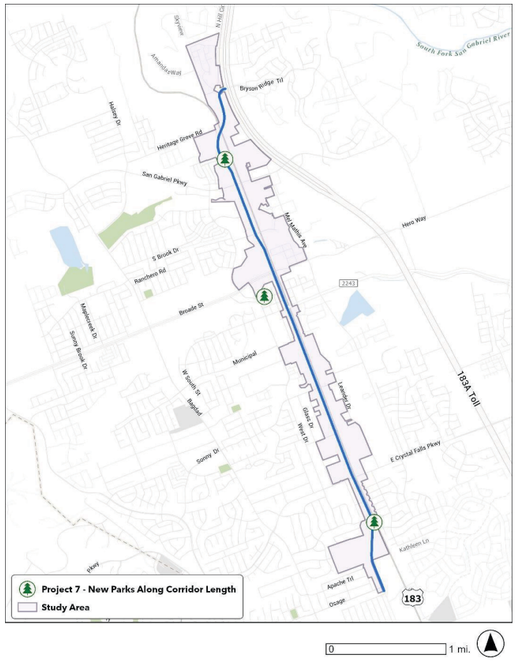
- Enhance quality of life
- Improve access to parks
- Promote active transportation

Project Need

- Lack of access to parks

Proposed Improvements

- Linear Park between US 183 and railroad at County Glen Street
- Pocket Park at Bagdad Street & Broade Street
- Linear Park at Pointe 183



Project Purpose

Project 7 proposes three new small parks along the corridor, maximizing utility of hard to develop spaces and providing desired amenities to the residents of Leander.

Project Justification

The project aims to enhance quality of life for the community by improving access to green spaces that will foster social interaction and promote outdoor activities.

The US 183 corridor's lack of access to parks limits recreational opportunities and overall well-being; additional access to parks will improve quality of life.

Analysis Supporting Need

Many residents along the US 183 corridor currently lack access to a public park in close proximity. This deficiency is demonstrated through significant areas of the corridor being considered 'park deserts', being areas that lack a park within a ten-minute walkable distance. The absence of accessible parks restricts the quality-of-life benefits provided by parks and the recreational opportunities for all populations, including seniors, low-income households, and minority groups. In addition to improving accessibility, these parks will serve as focal points for community interaction, promoting social cohesion and offering safe, welcoming environments for recreation.

The three scoped parks are targeting parcels along the corridor that are located in areas with a high density of residents currently lacking access to a park. Within a ten-minute walkable radius of the proposed parks, there are over 5,000 individuals, including 447 seniors, 711 low-income residents, 1,322 minority individuals, and 1,600 children, all of whom currently lack access to parks.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

Texas Parks and Wildlife Department – Local Parks

- The TPWD's Local Parks program funds projects that create new public parks on land permanently designated as parkland. Because the parks scoped in Project 7 aim to provide access for residents currently lacking a park within walking distance and will be open to the public, the project aligns well with the program's goals, making it a candidate for funding.

Northline Public Art Installation

Project 8 - Placemaking Efforts – Estimated Cost: $1,200,000

Project Purpose

- Create a vibrant corridor
- Enhance a sense of place
- Foster community identity

Project Need

- Lack of cohesive identity

Proposed Improvements

- Gateway treatments
- Trail head signage
- Directional signage

Project Purpose

Project 8 proposes to provide gateway, trail head, and directional signage at multiple points throughout the corridor and could pursue the Our Town grant program through the National Endowment for the Arts (NEA).

Project Justification

The project aims to transform the US 183 corridor into a vibrant and connected community hub by introducing gateway elements, artistic installations, and directional signage at key locations to create a strong sense of place, reinforce Leander's identity, and foster community pride and interaction.

The US 183 corridor functions as a thoroughfare and lacks defined gateway elements. It is missing an opportunity for visual amenities to reflect Leander's unique identity, which can increase community interaction, pride, and engagement.

Analysis Supporting Need

The proposed placemaking efforts along the US 183 corridor aim to address the current lack of a cohesive community identity and defined sense of place. The intersection of US 183 and the 183A Toll Road serves as an entry point to the US 183 corridor, yet it currently lacks defining features to announce and signify the place being entered. Similarly, the southwest intersection of US 183 and San Gabriel Parkway lacks adequate guidance for visitors; the lack of any trail head signage or art installations reduce the efficacy of navigation and limits the potential of the area's cultural identity. Additionally, there is no prominent gateway feature to signal the entrance into the Leander community for train travelers, missing an important opportunity to visually announce Leander's arrival to visitors using this mode of transportation. There is also an existing lack of signage demonstrating Leander's

historical context while servicing as wayfinding and navigation. The lack of these placemaking efforts prevents this corridor from being identified cohesively as an established 'place' and the associated cultural identity.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

National Endowment for the Arts – Our Town

- The Our Town funding program supports community-strengthening projects that leverage design and the arts, emphasize local engagement, and address unique community conditions. Project 8 aligns with this purpose by focusing on the creation of a cultural corridor that defines a sense of place through placemaking design unique to Leander's cultural identity.

Example Placemaking and Wayfinding

Project 9 - Corridor Reconstruction (inclusive of all improvements) – Estimated Cost: $116,700,000

Project Purpose

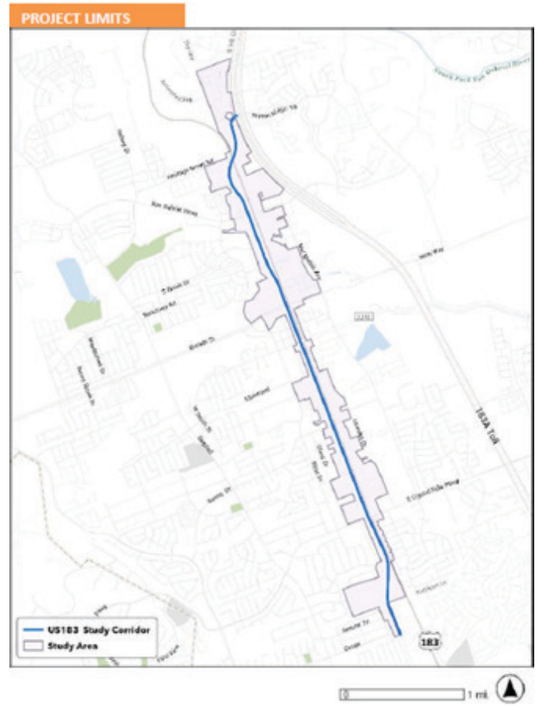
- Create a vibrant corridor
- Enhance safety for all users
- Improve access for all users
- Improved quality of drainage infrastructure

Project Need

- Higher than state average crash rate
- Lack of access to parks, transit, etc.
- Increased travel delays
- Fragmented pedestrian infrastructure
- Deteriorating drainage infrastructure and increased demand

Proposed Improvements

- New pavements and sidewalk connections
- Drainage (curb and gutter)
- Medians
- Intersection improvements
- Railroad crossings
- Shared use path
- New parks
- Placemaking
- Grade separations



Project Purpose

Project 9 consists of the combination of all Project 1-8 components, incorporating all of the proposed corridor improvements into a singular project.

Project Justification

The Corridor Reconstruction project aims to enhance safety, reduce delays, upgrade access, and increase community resilience along the US 183 corridor in Leander by addressing high crash rates, fragmented pedestrian infrastructure, and community vulnerabilities, ultimately creating a safer, more connected, and sustainable corridor that better serves residents' transportation needs while improving access to key community institutions and transit options.

The US 183 corridor has issues related to safety, congestion, and connectivity that are exacerbated by existing environmental vulnerabilities, demonstrating a need for comprehensive improvements along the corridor.

Safety

Over the last five years, the US 183 corridor has experienced 785 automobile crashes, averaging 157 collisions a year and a crash almost every other day. Accounting for traffic volumes and corridor length, US 183 has an average crash rate of 277.28 per 100,000,000 vehicle miles traveled. This number is higher than the Texas average on an urban US Highway roadway of 194.62 crashes per 100 million. Of these crashes, there were three involving pedestrians. All three of these pedestrian collisions resulted in the pedestrian being injured, with one leading to a serious injury. While there were no bicycle crashes, this is likely due to uninviting conditions and lacking bicycle facilities preventing individuals from cycling in the area. Finally, two automobile crashes involved a collision with a railroad train, demonstrating a need for safer railroad crossings. In terms of the contributing factors causing crashes across the corridor, the most common cause for a crash is a failure to control speed, with second being a failure to yield right of way on a private drive, and the third being a failure to yield right of way turning left. These contributing factors invite improvements that will mitigate the occurrence of these kinds of crashes.

Efficiency

Analysis of travel times at three key intersections—US 183 & San Gabriel Parkway, US 183 & Hero Way, and US 183 & Crystal Falls Parkway—reveals significant projected delays throughout the corridor. Combining the total hours of delay for the three intersections during the PM peak period, analysis shows the existing 273 hours of delay will increase to over 500 hours of delay by 2030, necessitating the need for intersection improvements along the corridor.

Social Risk

This section of the US 183 corridor has specific environmental challenges experienced by the community. Notably, the community is affected by environmental pollution, with parcels averaging in the top 23% for PM2.5 levels nationwide, demonstrating a public health issue affecting a significant portion of the community.

The southern portion of the corridor has recorded over $150,000 in flood insurance claims paid out in relation to flood events, indicating flood vulnerability in the area. The community is also experiencing the urban heat island effect, with the corridor exhibiting a medium-to-high vulnerability with elevated temperatures. These vulnerabilities are experienced more aptly by the socially vulnerable members of the community. Finally, the lack of a connected pedestrian network limits access to various opportunities, including parks.

Access

Within one mile of the corridor's project limits, there are dozens of restaurants, many spiritual centers, a variety of playgrounds, different sporting locations, and healthcare facilities. Many of Leander's civic institutions, including a library (located on Bagdad Road) and multiple schools, are adjacent to the corridor. This diverse array of community institutions and amenities offer many attractive destinations for the 33,000 residents living within a mile of the corridor and results in other members of the community and surrounding area residents visiting.

The proximity of such a high density of residents to these community institutions underscores the need for a transit network that quickly and safely moves people throughout the corridor, and a need for active transportation options which could significantly enhance quality of life. However, the current pedestrian infrastructure is fragmented and insufficient, which undermines the feasibility of walking as a viable mode of transportation. Consequently, individuals are often compelled to rely on driving as the primary means of accessing these points of interest. This situation not only limits the potential benefits of walkability but also perpetuates a car-dependent culture, thereby exacerbating traffic congestion, environmental pollution, and public health issues. Furthermore, the Leander Station serves a regional transit connection for both rail and bus. The current sidewalk network leading to Leander Station is fragmented, leaving several neighborhoods and apartment complexes within half-a-mile with no direct pedestrian access to the station. This lack of connectivity undermines one of the key advantages of public transit—convenience. When residents are forced to drive to reach transit options, it diminishes the appeal of using public transportation and, in some cases, may prevent individuals from accessing it altogether. This disconnect not only reduces the overall effectiveness of the transit system but also limits its accessibility to those who rely on walking as their primary means of transportation.

Finally, the corridor is filled with pockets of residential areas considered park deserts, where there is no park within a ten-minute walk. This limits access to recreation areas, especially for those without a car. The lack of an active transportation network discourages access or forces pedestrians and bicyclists to use facilities that are not designed for non-motorized users.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

CAMPO: Surface Transportation – Metropolitan Mobility (STP –MM)

- Project 9's comprehensive approach aligns with STP-MM's focus on developing non-motorized transportation options. The project directly supports this objective by improving pedestrian infrastructure within the community. Additionally, STP-MM prioritizes safe routes to school, and Project 9's upgraded pedestrian network will serve several schools along the corridor, giving it a competitive application for STP-MM's goals and objectives.

Rebuilding American Infrastructure with Sustainability and Equity (RAISE)

- The RAISE discretionary funding opportunity focuses on comprehensive complete streets projects, with an emphasis on upgraded sidewalks and active transportation infrastructure. This program prioritizes safety improvements, sustainability, and local impact, which aligns directly with Project 9's purpose of enhancing safety, bolstering community resilience, and improving access for the community.

CHAPTER 6: PROJECT IMPLEMENTATION

06

CHAPTER 6: PROJECT IMPLEMENTATION

Achieving the successful transformation of US 183 will require a phased approach with strategic actions. This section outlines the essential implementation steps, projected cost estimates, and potential funding opportunities for advancing the project. These components are critical to aligning resources and ensuring the long-term success of the corridor improvements.

This section can be thought of as an implementation toolkit to aid the successful implementation of the improvements identified. This toolkit:

1. Identifies the funding programs that will help fund specific improvements

2. Identifies the windows of time each year where application to those funding programs will occur

3. Based on ease of implementation and feasibility, assign a stage (short-, mid-, long-term) for each improvement type

4. Line up the projects and project components implementation timelines with funding programs application windows

COST ESTIMATES

The overall recommended improvement project will require several implementation steps. The implementation of the US 183 Corridor Report recommendations within the study area is estimated to cost $116.7 million. **Table 10** provides a summary of the opinion of the probable construction cost for the corridor, prior to any design. For strategic implementation purposes, projects along the corridor were grouped into eight sub-projects, with a ninth option to bundle the project altogether as one.

Project	Cost
Project 1: Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way	$10,600,000
Project 2: Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway	$14,500,000
Project 3: Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Drive	$4,100,000
Project 4: Drainage Improvements	$1,800,000
Project 5: Enhanced Railroad Crossings	$66,400,000*
Project 6: Shared Use Path	$3,100,000
Project 7: New Parks	$15,000,000*
Project 8: Placemaking Efforts	$1,200,000*
Project 9: Corridor Reconstruction (Combined)	$116,700,000*

**Note: Costs marked with an asterisk (*) are estimated and subject to change pending final design. All estimates include assumptions for inflation, utility relocation, engineering/survey/testing, mobilization, ROW/easement acquisition, and contingency.*

Table 10: US 183 Corridor Development - Opinion of Probable Construction Cost

FUNDING SOURCES FOR CORRIDOR IMPROVEMENTS

The funding strategy leverages grants and programs, each with varying applicability across the nine identified projects. This section evaluates the alignment of each project with the eligibility criteria and priorities of these funding sources. Providing a professional judgment of the probability of securing financing for each project.

Funding Opportunities

Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Grant:
The PROTECT Grant program funds planning and resilience improvements for surface transportation infrastructure to enhance resilience against natural hazards and climate change.

Community Project Funding (Federal Earmarks)
These are funds allocated by Congress for projects or purposes, often championed by individual legislators. Representative Carter has previously sponsored earmarked projects like the West Village Road Development in Salado for better connectivity, the RM 2243 Resiliency Project in Georgetown for modernized infrastructure and safety, and the Public Safety Pedestrian Bridge in Burnet for safe school access.

Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grants | US Department of Transportation
The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation.

Highway Safety Improvement Program (HSIP)
The main objective is to significantly reduce traffic fatalities and serious injuries on all public roads by providing a standardized approach for identifying and reviewing specific traffic safety concerns throughout the state.

TxDOT Transportation Alternatives (TxDOT-TA)
TxDOT administers TA funds for locally sponsored bicycle and pedestrian infrastructure projects in communities across the state.

Safe Streets and Roads for All (SS4A) Grant Program | US Department of Transportation
The SS4A Grant Program funds the development and implementation of comprehensive safety action plans, including planning, design, and demonstration activities to address roadway safety issues.

Reconnecting Communities and Neighborhoods (RCN) Grant Program | US Department of Transportation
This program was created to repair the harm caused by infrastructure choices of the past. This program looks to improve access to daily needs such as jobs, education, health centers, food, nature, and recreation.

Railroad Crossing Elimination Program (RCE) | US Department of Transportation
Provides grants to improve the safety and mobility of people and goods by eliminating highway-rail grade crossings. Funding supports construction of eligible projects, as well as planning, environmental studies, and final design for these projects.

Local Parks Grants – Texas Parks & Wildlife Department
The Local Parks Grant Program consists of five individual programs that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas.

Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program
The purpose of the CRISI Program is to invest in a wide range of projects within the United States to improve railroad safety, efficiency, and reliability; mitigate congestion at both intercity passenger rail and freight rail choke points to support more efficient travel and goods movement; enhance multi-modal connections; and lead to new or substantially improved Intercity Passenger Rail Transportation corridors.

Transportation Alternative Set-Aside (TASA) | CAMPO
This program focuses on non-motorized transportation projects such as pedestrian and bicycle facilities, safe routes to school, and community improvements like trails and greenways.

Surface Transportation Program – Metropolitan Mobility (STP-MM) | CAMPO
This program focuses on a wide range of transportation projects, including roadway improvements, public transit enhancements, and congestion mitigation efforts.

Carbon Reduction Program (CRP) | CAMPO
This program focuses on a wide range of transportation projects to reduce carbon emissions, including roadway improvements, public transit enhancements, and congestion mitigation efforts.

Active Transportation Infrastructure Investment Program (ATIIP)
ATIIP projects will help improve the safety, efficiency, and reliability of active transportation networks and communities; improve connectivity between active transportation modes and public transportation; grants will be provided for projects used for trails, pedestrian facilities, bikeways, and other routes that serve as backbones to connect two or more communities, metropolitan regions, or states.

National Endowment for the Arts (NEA) - Our Town
The program supports activities that integrate arts, culture, and design into local efforts that strengthen communities over the long term. Our Town projects engage a wide range of local stakeholders in efforts to advance local economic, physical, and/or social outcomes in communities.

PROJECT AND FUNDING PRIORITIZATION

As discussed in **Chapter 5**: **Preferred Scenario and Recommendations**, each project is packaged to improve its competitiveness for funding opportunities. **Table 11** on the following paged is based on preliminary project scopes and was developed by analyzing the purpose and need of each project, and then aligning these value propositions with relevant funding opportunities. Using professional judgment informed by both project understanding and experience with each funding source, a competitive rating was assigned to each opportunity to reflect its relative likelihood of securing funding as high, medium, or low, offering a simple overview of the alignment between project objectives and the criteria of each funding source. It is important to note that these competitive ratings may change as project details evolve and as the requirements of funding opportunities shift over time.

Project #	Name	Estimated Cost	PROTECT	Community Project Funding	RAISE	TxDOT-TA	RCN	RCE	TPWD - Local Parks	CRISI	TASA	STP-MM	CRP	ATIIP	NEA - Our Town
1	Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way	$10,600,000	X	X	Low	X	X	Low	X	X	X	Medium-High	X	X	X
2	Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway	$14,500,000	X	X	Low	X	X	Low	X	X	X	Medium-High	X	X	X
3	Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Drive	$4,100,000	X	X	Low-Medium	X	X		X	X	X	Medium-High	X	X	X
4	Drainage Improvements	$1,800,000	Medium	High	X	X	X	X	X	X	X	X	X	X	X
5	Enhanced Railroad Crossings	$66,400,000*	X	X	Low-Medium	X	Medium-High	Low-Medium	X	Medium	X	Low-Medium	X	X	X
6	Shared Use Path	$3,100,000	X	Medium	X	High	X	X	X	X	High	X	Low	Medium	X
7	New Parks	$15,000,000*	X	Medium	X	X	X	X	High	X	X	X	X	X	X
8	Placemaking Efforts	$1,200,000*	X	X	X	X	X	X	X	X	X	X	X	X	Medium
9	Corridor Reconstruction	$116,700,000*	X	X	Medium	X	X	Low-Medium	X	X	X	Medium-High	X	X	X

Table 11: Probability for Funding through Program (Professional Judgement)

Special Use Cases

The funding opportunities matched above can support entire projects where applicable. However, some opportunities will be most competitive to fund specific, individual project components of a project. The special cases and requirements for these opportunities are outlined below.

- **Community Project Funding**
  - While Projects 1 and 2 as a whole may not be competitive for this program, the individual components of the two pedestrian bridges proposed in these projects have strong potential for successful funding.
- **SS4A**
  - Applying for SS4A capital would require Leander to develop its own safety plan or ensure that specific projects are included in the safety plan CAMPO is currently developing.
- **RISI**
  - At this stage of development, preliminary engineering for railroad crossing grants would be more competitive than capital projects.
- **CRP**
  - This program will fund projects that focus on emission reduction. Upgrading signals and adding left turn lanes would be the most competitive project components.

GRANT TIMELINES

Table 12 provides a general timeline for funding opportunity application deadlines. It is based on other agencies' experiences, recurring program schedules, and announced deadlines. However, these time frames may change when new application periods open.

Official Name	Short Name	Typical Due Date			
		Q1	Q2	Q3	Q4
Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation	PROTECT Grant		■		
Community Project Funding	Community Project Funding	■			
Rebuilding American Infrastructure with Sustainability and Equity	RAISE	■			
Highway Safety Improvement Program	HSIP				■
Transportation Alternatives	TxDOT-TA				■
Railroad Crossing Elimination Grant Program	RCE			■	
Reconnecting Communities and Neighborhoods Grant Program	RCN			■	
Local Parks Grants	TPWD - Local Parks		■		
Safe Streets and Roads for All	SS4A		■		
Consolidated Rail Infrastructure and Safety Improvements	CRISI		■		
Transportation Alternative Set-Aside	TASA				■
Surface Transportation Program - Metropolitan Mobility	STP-MM				■
Carbon Reduction Program	CRP				■
Active Transportation Infrastructure Investment Program	ATIIP		■		
National Endowment for the Arts	NEA - Our Town		■		

Table 12: Funding Opportunities Timelines

STAGED IMPLEMENTATION

The public process and corridor analysis resulted in a phased approach to improvements, each evaluated for functionality and feasibility. This approach organizes the enhancements into short-, mid-, and long-term strategies. The prior sections describe the process of identifying funding programs and respected timelines. This section identifies the staged timeline for targeting funding and initial stages of each identified project and doesn't reflect the expected completion window for each project. Ensuring immediate needs are addressed while planning for sustainable, long-term solutions.

Short-Term Improvements (1-3 Years)

During the recommended short-term improvement phase, spanning 1-3 years, the 183 Corridor has the opportunity to target crucial upgrades to improve traffic flow, increase pedestrian safety, and enhance overall connectivity. These efforts will address immediate needs while laying the foundation for a more efficient and accessible corridor.

- Intersection improvements, particularly those separating turning traffic from through traffic, are designed to improve efficiency and safety at critical bottlenecks. By allowing multiple vehicles to turn simultaneously and reducing the likelihood of accidents caused by conflicting movements, these upgrades will significantly ease congestion. These improvements are essential given the high concentration of left-turn and intersection-related crashes identified through safety analysis and community engagement.
- Sidewalk and shared-use path improvements will enhance pedestrian safety, accessibility, and connectivity across side streets and key crossing areas. These upgrades are critical for supporting future residential and retail development and addressing the history of pedestrian crashes in areas lacking proper infrastructure. By promoting safer and more accessible pedestrian pathways, these improvements also encourage healthier lifestyles for corridor residents and visitors.
- Wayfinding improvements will enhance navigation for pedestrians and drivers, making accessing destinations along the corridor easier. Clear signage and guidance will improve the overall user experience, making the corridor more approachable and well-connected.

These short-term improvements lay the groundwork for a safer, more efficient, and accessible 183 Corridor.

Mid-Term Improvements (3-5 Years)

In the recommended mid-term improvement phase, spanning 3-5 years, the 183 Corridor will significantly enhance its identity and connectivity.

- Placemaking improvements, including parks and gateways, will help create a more inviting and vibrant community atmosphere.
- Transit improvements, such as additional bus stops and enhanced connections, will increase accessibility and provide more efficient transportation options for residents and visitors.
- Railroad crossing enhancements and grade separations will address key conflict points along the corridor, improving safety and reducing delays.
- A pedestrian bridge, prioritizing the Broade Street connection to Old Town, will also enhance pedestrian access and improve connectivity between key destinations.

These mid-term improvements are designed to foster a safer, more connected, and community-focused corridor.

Long-Term Improvements (5-10 Years)

In the recommended long-term improvement phase, projected over 5-10 years, the 183 Corridor will continue to see upgrades designed to enhance safety, traffic management, and overall infrastructure.

- Median construction will improve traffic flow and safety by controlling turning movements and reducing potential conflict points.
- Curb and gutter construction and the addition of sidewalks along 183 will further support pedestrian safety and improve stormwater management.
- Speed reduction measures will enhance safety by slowing vehicle traffic and creating a safer environment for pedestrians, cyclists, and drivers. These measures aim to reduce the likelihood and severity of accidents along the corridor.
- Driveway consolidation and access management improvements will focus on optimizing traffic flow and reducing congestion. Reorganizing and limiting the number of vehicle entry and exit points will help minimize accident-prone areas and improve overall traffic efficiency.
- Grade separations will improve mobility and safety by removing bottleneck intersections and disruptive railroad interactions.

These long-term improvements will solidify the corridor as a well-structured, safer thoroughfare for vehicles and pedestrians.

IMPLEMENTATION TOOLBOX

Table 13 combines the above projects and project component staged implementation timelines with funding program application windows to create a toolkit the City of Leander can use to pursue funding and implement projects identified in this study. For certain projects, such as drainage improvements, median construction, and driveway consolidation, if possible, it would be efficient to pursue these projects at the same time to reduce construction costs and road closures, as well as prevent any rework that may need to be done by pursuing the project separately. It should be noted that the stage of implementation in **Table 13** is not inclusive of the entire project life cycle. It is exclusive to project planning and preparation. **Appendix E: Detailed Project List and Cost Estimates** outlines the staged implementation for each project and their respective sub-components.

Stage	Project Description	Stage of Implementation*	Quarter of Funding Application	Funding Program
Short-Term	Projects 1 - 3: Roadway and Pedestrian Improvements	2026 - 2028	Quarter 4	STP-MM
	Project 6: Shared-Use Path	2026 - 2028	Quarter 4	TxDOT -TA & TASA
	Project 8: Placemaking Efforts	2026 - 2028	Quarter 2	NEA – Our Town
Mid-Term	Project 5: Enhanced Railroad Crossings	2028-2030	Quarter 3	RCE
	Project 7: New Parks	2028-2030	Quarter 2	TPWD – Local Parks
	Pedestrian Bridges	2028-2030	Quarter 4 or Quarter 2	TxDOT -TA & TASA, or ATIIP
Long-Term	Project 4: Drainage Improvements	2030-2035	Quarter 1	Community Project Funding
	Median Construction & Driveway Consolidation	2030-2035	Quarter 4	STP-MM
	Grade Separation	2030-2035	Quarter 3	RCE

***Table 13**: Staged Implementation & Grant Application Timeline*

APPENDICES

	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 1: Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way (Segment 1)	Installation of a raised median with curb and gutter (1.7 miles)	US 183	183A Toll Road	Hero Way	Access Management, Roadway Improvements	STP-MM	Quarter 4 - 2030	5 - 10 Years	$1,855,000	$2,750,000	$10,600,000
	New Sidewalk on the west side of 183 from the 183A Toll Road to Tulum Ter (0.6 miles)	US 183	183A Toll Road	Tulum Ter	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$215,000	$270,000	
	Addition of eastbound left turn lane at Heritage Grove Rd	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	5 - 10 Years	$145,000	$220,000	
	Addition eastbound left turn lane at Tulum Ter	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	5 - 10 Years	$145,000	$220,000	
	Heritage Grove & US 183 Signalization	NA	NA	NA	Signalization	STP-MM	Quarter 4 - 2025/2026	5 - 10 Years	$750,000	$1,120,000	
	New Sidewalk from Tulum Ter to San Gabriel Pkwy (0.2 miles)	US 183	Tulum Ter	San Gabriel Pkwy	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$70,000	$90,000	
	New Sidewalk connection to fill a gap on the north side of San Gabriel from Broade Street to the railroad (0.2 miles)	San Gabriel Pkwy (north side)	Broade St	Railroad	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$70,000	$90,000	
	New Sidewalk connection to fill a gap on the south side of San Gabriel from Broade Street to the Northline development site (0.4 miles)	San Gabriel Pkwy (south side)	Broade St	Northline Development	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$140,000	$180,000	
	1) Extend the eastbound left turn lane (340' deceleration + 100' taper) at US 183 & San Gabriel, 2) Add Eastbound through lane at US 183 & San Gabriel	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	5 - 10 Years	$505,000	$750,000	
	Add 4 enhanced crossings at US 183 & San Gabriel	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$45,000	$60,000	
	Add 8 crossings at the planned traffic signals on San Gabriel at St. David's driveways	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$90,000	$110,000	
	New Sidewalk on the west side of US 183 from San Gabriel Pkwy to Metro Dr (0.4 miles)	US 183	San Gabriel Pkwy	Metro Dr	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$140,000	$180,000	
	Add 4 enhanced crossings at US 183 & Metro Dr	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$45,000	$60,000	
	Pedestrian Bridge over US 183 near Tulum Ter					TxDOT - TA, TASA, or ATIIP	Quarter 2 or 4 - 2028	5 - 10 Years	$3,000,000	$4,450,000	

	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 2: Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2)	Installation of a raised median with curb and gutter (1.8 miles)	US 183	Hero Way	Crystal Falls Pkwy	Access Management, Roadway Improvements	STP-MM	Quarter 4 - 2030	5 - 10 Years	$1,965,000	$2,910,000	$14,500,000
	Add 4 enhanced crossings at US 183 & Hero Way	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$45,000	$60,000	
	Add 4 enhanced crossings at US 183 & South St	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$45,000	$60,000	
	Add enhanced crosswalk across Broade St at US 183	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$6,000	$10,000	
	New Sidewalk on the west side of US 183 from Hero Way to Sonny Dr (1 mile)	US 183	Hero Way	Sonny Dr	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$350,000	$430,000	
	New Sidewalk on Hero Way north side from US 183 to Main St (0.3 miles)	Hero Way	US 183	Main St	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$105,000	$130,000	
	New Sidewalk on Hero Way south side from US 183 to Main St (0.3 miles)	Hero Way	US 183	Main St	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$105,000	$130,000	
	Fill in sidewalk gaps between Broade St, US 183, NW Dr, and South St (0.6 miles)	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$210,000	$260,000	
	1) Add additional southbound left turn lane - US 183 & Hero Way; 2) Add additional northbound left turn lane - US 183 & Hero Way; 3) Add Westbound right turn lane (340' deceleration + 100' taper) - US 183 & Hero Way; 4) Add Westbound left turn lane (340' deceleration + 100' taper) - US 183 & Hero Way	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	5 - 10 Years	$1,305,000	$1,940,000	
	Convert the intersection to a "hooded" left turn movement - US 183 & Broade St	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$805,000	$980,000	
	1) Add eastbound left turn lane (200' deceleration + 100' taper) - US 183 & South St; 2) Add eastbound right turn lane (150' deceleration + 100' taper) - US 183 & South St; 3) Add westbound left turn lane (200' deceleration + 100' taper) - US 183 & South St	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	5 - 10 Years	$490,000	$730,000	
	Add eastbound left turn lane (100' deceleration + 50' taper) - US 183 & Atkin St	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	5 - 10 Years	$145,000	$220,000	
	New Sidewalk on the west side of US 183 from Sonny Dr to 1,000' north of Sheila Dr (0.2 miles)	US 183	Sonny Dr	1,000' north of Sheila Dr	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$70,000	$90,000	
	Add 4 enhanced crossings at US 183 & Sonny Dr	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$45,000	$60,000	
	1) Convert the existing westbound right turn lane to westbound through + right turn lane by removing the existing taper - US 183 & Sonny Drive; 2) Convert the existing westbound through + left turn lane to westbound left turn lane (200' deceleration + 50 taper) - US 183 & Sonny Drive; 3) Add double eastbound left turn lane (200' deceleration + 50' taper) - US 183 & Sonny Drive	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	5 - 10 Years	$690,000	$1,030,000	
	US 183 & Sheila - Signalization and crosswalk enhancements	NA	NA	NA	Safety Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$750,000	$920,000	
	Pedestrian Bridge or Tunnel to cross US 183 just south of Hero Way					TxDOT - TA, TASA, or ATIIP	Quarter 2 or 4 - 2028	5 - 10 Years	$3,000,000	$4,450,000	

	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 3: Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Drive (Segment 3)	Fill in sidewalk gaps along the west side of US 183 from Crystal Falls Pkwy to Osage Dr (0.45 miles)	US 183	Crystal Falls Pkwy	County Glen St	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$160,000	$200,000	$4,100,000
	Add eastbound right turn lane (200' deceleration + 50' taper) - US 183 & County Glen Street	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	5 - 10 Years	$175,000	$260,000	
	Installation of a raised median with curb and gutter (1.0 mile)	US 183	Crystal Falls Pkwy	Osage Dr	Access Management, Roadway Improvements	STP-MM	Quarter 4 - 2030	5 - 10 Years	$1,090,000	$1,620,000	
	1) Add additional southbound left turn lane - US 183 & Crystal Falls Parkway; 2) Add additional northbound left turn lane - US 183 & Crystal Falls Parkway; 3) Add dual westbound left turn lane - US 183 & Crystal Falls Parkway; 4) Convert existing westbound through + left turn lane to westbound through - US 183 & Crystal Falls Parkway	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	5 - 10 Years	$1,560,000	$1,900,000	
	Add 4 enhanced crossings at US 183 & Crystal Falls Pkwy	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$45,000	$60,000	
	Add 2 enhanced crossings at US 183 & County Glen St with Pedestrian Push Buttons	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	$24,700	$40,000	

	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 4: Drainage Improvements	Installation of a curb and gutter (1.7 miles)	US 183	183A Toll Road	Hero Way	Roadway Improvements	Community Project Funding	Quarter 1 - 2030	5 - 10 Years	$430,000	$640,000	$1,800,000
	Installation of a curb and gutter (1.8 miles)	US 183	Hero Way	Crystal Falls Pkwy	Roadway Improvements	Community Project Funding	Quarter 1 - 2030	5 - 10 Years	$460,000	$690,000	
	Installation of a curb and gutter (1 mile)	US 183	Crystal Falls Pkwy	Osage Dr	Roadway Improvements	Community Project Funding	Quarter 1 - 2030	5 - 10 Years	$255,000	$380,000	

	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 5: Enhanced Railroad Crossings	Enhanced railroad crossings (2) with gates, near Heritage Grove Rd	US 183	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 5 Years	$3,000,000	$3,650,000	$66,400,000
	Enhanced railroad crossings (2) with gates at the San Gabriel railroad crossing	NA	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 5 Years	$3,000,000	$3,650,000	
	Enhanced railroad crossings (2) with gates at Hero Way railroad crossing	NA	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 5 Years	$3,000,000	$3,650,000	
	Enhanced railroad crossings (2) with gates at the South St railroad crossing	NA	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 5 Years	$3,000,000	$3,650,000	
	Enhanced railroad crossings (2) with gates at private railroad crossing at Crystal Falls Pkwy	NA	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 5 Years	$3,000,000	$3,650,000	
	Enhanced railroad crossings (2) with gates at private railroad crossing 800’ north of Sheila Dr	NA	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 5 Years	$3,000,000	$3,650,000	
	At grade crossings (3)				Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 5 Years	$30,000,000	$44,430,000	

	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 6: Shared Use Path	Extension of Shared Use Path on the east side of US 183 to Tulum Ter (0.3 miles)	US 183	End of SUP at Pointe 183	Tulum Ter	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	$180,000	$220,000	$3,100,000
	Extension of Shared Use Path on the east side of US 183 to San Gabriel Pkwy (0.2 miles)	US 183	End of SUP at Pointe 183	Tulum Ter	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	$120,000	$150,000	
	Construct Shared Use Path on the east side of the railroad line from San Gabriel Pkwy to Metro Dr (Leander Station Connection)	US 183	San Gabriel Pkwy	Metro Dr	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	$335,000	$410,000	
	Widen sidewalk at Leander Station to Shared Use Path width of 10' (0.35 miles)	US 183	Metro Dr	Hero Way	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	$210,000	$260,000	
	Construct Shared Use Path from Hero Way to Sonny Dr (1 mile)	US 183	Hero Way	Sonny Dr	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	$590,000	$720,000	
	Construct Shared Use Path from Sonny Dr to Crystal Falls Pkwy (0.8 miles)	US 183	Sonny Dr	Crystal Falls Pkwy	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	$475,000	$580,000	
	Construct Shared Use Path from Crystal Falls Pkwy to Osage Dr (1 mile)	US 183	Crystal Falls Pkwy	County Glen St	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	$590,000	$720,000	

	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Rounded Estimate
Project 7: New Parks	TPWD - Local Parks	Quarter 2 - 2026	0 - 5 Years	$15,000,000
Project 8: Placemaking Efforts	NEA - Our Town	Quarter 2 - 2026	0 - 5 Years	$1,200,000
Project 9: Corridor Reconstruction	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	$116,700,000

AGENDA ITEM # 21

EXECUTIVE SUMMARY
1/16/2025

AGENDA SUBJECT:
Discuss and consider action on an Ordinance amending Article 9.05.004 of the Code of Ethics, creating a new section related to elected and appointed officials campaigning while acting in their official capacity; amending Section 9.05.009 related to Financial Disclosure; and providing for a severability, savings, effective date and open meeting clauses; and related matters.

BACKGROUND:
The Ethics Commission met on December 4, 2024, to conduct a review of the Ethics Ordinance and discuss possible recommendations to be provided to the City Council for consideration.

Following their discussion, the Commission is recommending adding this language under Sec 9.05.004 (f)(2) Political activity in a new section:

(B). Any elected or appointed official is prohibited from engaging in political activity while acting in their official capacity. Political activity includes but is not limited to: (i) Participating in your official capacity or as an official representative of the City. (ii) Wearing a City and/or event shirt, badge, or logo.

In addition, amending Section 9.05.009 Financial Disclosure (a)(1) to reflect titles as they appear in the Organizational Chart for Executive Director of Public Works, adding Assistant City Manager and removing Chief of Staff and Executive Director of Infrastructure to the existing staff required to submit the financial disclosure.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:
Josh Brockman-Weber, Legal Counsel for Ethics Commission
Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Current Code of Ethics
2. Redline___Code_of_Ethics

3. Ordinance amending Ethics Ordinance_JBW

ARTICLE 9.05. CODE OF ETHICS

Sec. 9.05.001. Declaration of policy.

(a) It is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government. To promote confidence in the government of the city, and thereby enhance the city's ability to function effectively, this article is adopted. Although codes of ethics can provide instruction on what to do in various situations, the situations will always be more varied than the rules can anticipate. Recognizing this, the ethics commission (the "commission") will apply this article to not only enforce regulations, but also to enhance and promote virtue in public servants who are its officers, city officials or employees, paid or unpaid, elected or appointed, as well as members of any standing committee or board.

(b) Furthermore, it is declared to be the policy of the city that proper operation of democratic government requires that public servants be independent, impartial and responsible to the people of the city; that no public servants shall permit any interest, financial or otherwise, direct or indirect, or engagement in any business, transaction or professional activity to conflict with the proper discharge of their duties in the public interest; that public office not be used for illegal or improper personal gain; and that the city council at all times shall be maintained as a nonpartisan body. To implement such a policy, the city council deems it advisable to enact a standard of conduct for all public servants to serve not only as a guide for official conduct, but also as a basis for discipline for those who refuse to abide by its terms. The overriding interest being that public servants of the city shall at all times strive to avoid even the appearance of impropriety.

(c) The city further recognizes that public servants are also members of society and, therefore, cannot and should not be without any personal and economic interest in the decisions and policies of government; that public servants retain their rights as citizens to interests of a personal or economic nature, and their rights to publicly express their views on matters of general public interest. By prohibiting conduct incompatible with the city's best interests and minimizing the risk of any appearance of impropriety, this article will further legitimize the interests of democracy.

(Ordinance 16-006-00, art. 1, adopted 1/7/16)

Sec. 9.05.002. Purpose.

This article has four purposes;

(1) To encourage high ethical standards in official conduct by public servants;

(2) To establish minimum guidelines for ethical standards of conduct for all such public servants by setting forth those acts or actions that are incompatible with the best interests of the city;

(3) To require disclosure by public servants and candidates of private financial or property interests in matters affecting the city; and

(4) To provide minimum standards of ethical conduct for the city's public servants, provide procedures regarding complaints for violations of such standards, and provide a mechanism for disciplining violators of such standards.

(Ordinance 16-006-00, art. 2, adopted 1/7/16)

Sec. 9.05.003. Definitions.

(a) The words "public servant" when used in this article, shall mean the elected officers of the city, all persons appointed by or by vote of the city council, all department heads of the city, all city employees that have any supervisory authority over other employees, and all employees that have discretionary authority to make recommendations to boards or commissions of the city.

(b) The words "calendar day" shall mean any day in a normal seven-day week, including Saturday, Sunday, and holidays, provided however that if the last calendar day in a specified number of calendar days falls on a Saturday, Sunday, or holiday, the next calendar day shall be considered the last such day for purpose of that number of days.

(c) The words "business day" shall mean Monday through Friday of a week, excluding Saturday, Sunday, and holidays.

(d) Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this article. The word "regulations" means the provisions of any applicable ordinance, rule, regulation or policy.

(e) A public servant having a direct financial interest in a contract with the city or being financially interested directly in the sale of land, materials, supplies or services to the city means:

(1) The public servant enters into the contract with the city, purchases land from the city, or sells materials, supplies or services to the city;

(2) A business entity in which the public servant has one of the following ownership interests or a compensation arrangement contracts with the city, purchases land from the city, or sells materials, supplies or services to the city:

(A) When a trust is a party to the transaction, the public servant is a beneficiary or a trustee of the trust;

(B) When a partnership is a party to the transaction, the public servant is a partner of the partnership;

(C) When a corporation is a party to the transaction, the public servant is a director of the corporation or holds stock or shares in the corporation that exceeds one percent of the total capital stock or shares of the corporation;

(D) The public servant receives a commission, royalty, or other compensation, including gifts, grants, or favors that are not insubstantial, from the business entity that is a party to the transaction, as a result of the transaction with the city being entered and/or maintained; or

(E) When an entity other than a natural person has an interest in a trust, partnership or corporation that is a party to a transaction, the public servant has an ownership interest or compensation arrangement described in subsections (e)(2)(B), (C), or (D) with that entity; or

(3) The public servant has an ownership or equitable interest in the land sold to the city.

(4) This section does not include employment agreements approved by the city manager and/or the city council.

(f) A public servant shall be deemed to have an indirect financial interest in a contract with the city, or be indirectly financially interested in the sale of land materials, supplies or services to the city, if the public servant's spouse has a direct financial interest as defined in subsection (e) above.

(Ordinance 16-096-00, sec. 2, adopted 1/5/17; Ordinance 21-016-00, sec. 2, adopted 3/18/21)

Sec. 9.05.004. Present public servants.

(a) *Standards of conduct.*

(1) To avoid the appearance and risk of impropriety and self-enrichment, public servants shall not solicit or accept any gift, personal favor or benefit from any person doing business with, seeking to do business with, or being regulated by the city; and shall not take any action on behalf of any person or business entity from which he or she has received a prohibited gift, or in which he or she has a substantial interest. Except in the sole interest of the public and the performance of the duties of their position, public servants shall not take any action that he or she knows might reasonably tend to influence any other public servant to not properly perform their official duty, nor shall any public servant grant any improper favor, service or thing of value to any person.

(2) As used in this article the word "gift" means a favor, hospitality, economic benefit, product or item having a value of $50.00, or $250.00 or more within a 12-month period. A "gift" does not include campaign contributions reported as required by state law, money, items, or benefits received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor.

(3) The following factors are considered in evaluating whether a gift is prohibited:

(A) The value of the gift, or gifts, does not exceed $250.00, during any 12 consecutive calendar months;

(B) Any pre-existing relationship between the donor and donee;

(C) Whether the person or entity giving the gift, or on whose behalf the gift is made, has done business with or has been regulated by the city within the immediate proceeding 24 calendar months, or is seeking to do business with the city, or does business with or is regulated by the city during the subsequent 12 months.

(4) Those items or services that do not constitute prohibited gifts include, but are not limited to, the following:

(A) Political contributions made and reported in accordance with all applicable state laws.

(B) Awards publicly presented in recognition of public service.

(C) Entertainment, meals or refreshments furnished in conjunction with public events, appearances, or ceremonies related to official city business, if furnished by the sponsor of such public event, and meals and refreshments having a value of less than $50.00 when furnished or provided to the public servant during the conduct of public business.

(D) Any item received by a public servant and donated to a charitable organization or presented to the city within three business day from the date of receipt; any item(s) other than money the value of which does not exceed $25.00 or $200.00 during any 12 consecutive calendar months;

(E) Meals, lodging, or transportation in connection with services rendered by the public servant at a conference, seminar or similar event that is more than merely perfunctory.

(F) Attendance by a public servant at hospitality functions at local, regional, state or national association meetings and/or conferences.

(G) Pens, pencils, calendars, t-shirts, caps and similar items containing logos, slogans, company names or other marketing material and commonly given out for advertising purposes.

(5) In determining whether or not acceptance if prohibited, the intent of this article is to avoid the appearance of self-enrichment by the public servant versus reasonable expenses necessary to conduct city business.

(b) *Personal financial interest.*

(1) Public servants of the city shall not participate in a vote or decision in which they have a direct substantial financial interest. Ownership in an amount in excess of one percent of an entity or property shall constitute substantial interest. Where members of the city council have a substantial interest in business or in real property which is affected by a proposed city council action and where any conflict of interest may arise they shall file an affidavit of disclosure provided by the city secretary prior to the vote and abstain from voting on such matters.

(2) No officer or employee of the city shall have a financial interest direct or indirect, or by reason of ownership of stock in a corporation, in a contract with the city, or be financially interested directly or indirectly in the sale to the city of land, materials, supplies or services except on behalf of the city as an officer or employee; provided, however, that the provision of this section shall only be applicable when the stock owned by the officer or employee exceeds one percent of the total capital stock of the corporation. Any violation of this shall render the contract voidable.

(c) *Confidential information.* Public servants shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the city, nor directly or indirectly use his or her position to secure official information about any person or entity for the financial benefit or gain of such public servant or any third party. Public servants shall not release confidential, proprietary or privileged information for any purpose other than the performance of official responsibilities. It shall be a defense to any complaint under this section that the release of information serves a legitimate public purpose, as opposed to the private financial or political interest of the public servant or any third party or group.

(d) *Use of city property.* Public servants shall not use, request or permit the use of city facilities, personnel, equipment, or supplies for any purpose other than to conduct city business unless otherwise provided by law, ordinance or written city policy; or as specifically authorized by the city manager as a convenience to the city, or by terms of employment, e.g. assigned use of a city vehicle.

(e) *Conflict of interest.*

(1) Public servants shall not for pay, profit, compensation, financial gain or benefit represent or appear on behalf of themselves or on behalf of the private interests of others before the city council or other city board, commission, or committee, or represent the private interest of others in any action or proceeding involving the city.

(2) No current members of the city council shall personally appear on their own behalf or on behalf of a third party before the city council or any board, commission or committee but may designate and be represented by a person of their choice in any such personal business matter. This prohibition does not apply where council members appear before the ethics commission on their own behalf.

(3) No current board or commission member shall personally appear on their own behalf or on behalf of a third party before the board or commission upon which they serve or before the city council on matters brought before the board or commission on which they serve, but may designate and be represented by a person of their choice in any such business matter. Board or commission members are prohibited from engaging in private discussions with any applicant or owner regarding issues to be considered by their board or commission or from seeking to influence the outcome of any decision outside of a public meeting. This prohibition does not apply where board or commission members appear before the ethics commission on their own behalf. A member of any appointed committee or board shall remove himself/herself from deliberation regarding his/her interest.

(f) *Additional standards of conduct.*

(1) *Conflicting outside employment.*

(A) The purpose of this provision is to prevent conflicts of interest, conflicts of loyalty, and loss of efficiency at work

(B) This provision does not prevent employees or officials from accepting other employment or following any pursuit which in no way interferes with the full and faithful discharge of their public duties, provided that the employees comply with all applicable city requirements.

(C) A city official or paid city employee shall not solicit, accept or engage in concurrent outside employment or enter into any contract which could impair independence of judgment in, or the faithful performance of, their official duties, or that results in a conflict of interest with their duties as an official or employee of the city.

(D) City employees must inform their supervisor before engaging in off-duty employment. City employees must consider the policy of purpose and must be aware of the policy and general rule as stated above.

(2) *Political activity.* Limitations on the political activities of city officials and employees are imposed by state law, the city charter, and city personnel rules. In addition, the following ethical restrictions apply:

(A) No employee shall solicit or receive contributions to the campaign funds of any candidate for city office or take part in the management, affairs, or political campaign of any city candidate. Current members of the city council who are seeking re-election may engage in any activity on behalf of their own campaign efforts. The following is a list of activities that are, except as specifically provided otherwise, permissible within the sole discretion of the individual employees.

(i) The placement of campaign signs on premises owned by the city employee

(ii) The placement of bumper stickers on personal vehicles, except those vehicles supported in whole or in part by a car allowance provided by the city.

(iii) Off-duty or assigned duty attendance at a political rally or function for a city council candidate, so long as there is no active participation by the city employee; provided that an employee that is off-duty shall not wear any city uniform, item or clothing that identifies the employee as an employee of the city.

(iv) The donation of a political contribution that does not exceed the statutory limit for non-reportable contributions; provided that a candidate for, and the occupant of, an elective city office is prohibited from soliciting contributions from city employees.

This subsection (2) shall be narrowly construed and in no event shall this section be construed or interpreted to prevent any officer, employee, councilmember, mayor or public servant from expressing his or her personal opinion regarding any candidate for office, or any other matter of public interest: provided that city employees shall not, while in uniform or on duty, make public comments or statements concerning any candidate for elective city office. Private statements or comments made by any officer or employee of the city to any other officer or employee of the city concerning any candidate for elective city office are not subject to this section.

(3) *Other interests.*

(A) Non-profit board membership. While membership is encouraged a council member who serves on the board of a public or private non-profit organization shall have a voice but no vote on any funding request or contract with the city by that organization, unless the organization has a

board of directors or trustees appointed in whole or in part by the city council, commission or board members.

(Ordinance 16-006-00, art. 3, adopted 1/7/16; Ordinance 16-096-00, sec. 3, adopted 1/5/17; Ordinance 21-016-00, sec. 3, adopted 3/18/21)

Sec. 9.05.005. Former city officials and employees.

(a) *Continuing confidentiality.*

(1) A former public servant shall not use or disclose confidential government information acquired during service as a public servant, as provided in section 9.05.004(c). This does not prohibit:

(A) Any disclosure that is no longer confidential by law; or

(B) The confidential reporting of illegal or unethical conduct to authorities designated by law; or

(C) As required by court order or appropriate agency.

(b) *Subsequent representation.*

(1) *Representation by a former member of a city body.* For the purpose of this section, "city body" is intended to be the city council or any commission or board created by the city council. A person who was a member of any city body shall not represent for pay, profit, compensation, financial gain or benefit, any person, group or entity, other than himself or herself, his or her immediate family members, or the city, for a period of two years after the termination of his or her official duties, unless a majority of the city council votes otherwise.

(A) Before that body;

(B) Before city staff having responsibility for making recommendations to, or taking any action on behalf of, that body, unless the body in question is only advisory in nature; or

(C) Before any other city body, or any state or federal agency, court or entity that has appellate jurisdiction over the body of which the former member served, if any issue relates to his or her former duties.

(2) *Representation before a city body.*

(A) A former paid city employee shall not represent for compensation any person, group or entity, other than himself or herself, or his or her immediate family members, before any city body for a period of two years after termination of his or her official duties, except by permission of the city council.

(B) In connection with the representation of private interests before any city body, a former public servant shall not state or imply that he or she is able to influence city action on any basis other than the merits.

(3) *Representation in litigation adverse to the city.* A former city public servant shall not, absent consent from the city, represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party for a period often years following the termination of his or her official duties, if the interests of that person, group or entity are adverse to the interests of the city and the matter is one in which the former public servant personally and substantially participated prior to termination of his or her official duties.

(Ordinance 16-006-00, art. 4, adopted 1/7/16; Ordinance 21-016-00, sec. 4, adopted 3/18/21)

Sec. 9.05.006. Contracts.

(a) No officer or employee of the city shall have a financial interest direct or indirect, or by reason of ownership of stock in any corporation, in a contract with the city, or be financially interested directly or indirectly in the sale to the city of land, materials, supplies or services except on behalf of the city as an officer or employee; provided, however, that if the direct or indirect interest results from the ownership of stock the provision of this section shall only be applicable when the stock owned by the officer or employee exceeds one percent of the total capital stock of the corporation. Any violation of this section shall render the contract voidable. This section shall not apply or be applicable to employment agreements approved by the city manager and/or the city council.

(b) Except on behalf of the city, a former city council member, official, or employee may not, within one year of the termination of official duties, perform work for any person or entity other than the city on a compensated basis relating to a discretionary contract, if he or she personally and substantially participated in the negotiation of awarding of the contract. A former city official or employee, within one year of termination of official duties must disclose to the city secretary immediately upon knowing that he or she will perform work on a compensated basis relating to a discretionary contract.

(c) Upon being notified of a disclosure under this section, the city secretary shall notify the city council of the disclosure and shall follow the notification process pursuant to section 9.05.010(j)(4) unless the ethics commission is notified directly.

(Ordinance 16-006-00, art. 5, adopted 1/7/16; Ordinance 19-015-00 adopted 2/21/19)

Sec. 9.05.007. Persons doing business with the city.

(a) *Persons seeking discretionary contracts.*

(1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in sections 9.05.004 and 9.05.005 of this article. Further, the individual or business entity agrees to abide by the same ethical standards as set forth for public servants in this article.

(2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) *Disclosure of conflicts of interest by persons appearing before a board or city body.* A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

(1) An employee or officer of the city that advises or makes presentations to the board or city body; or

(2) Any member of the board of city body;

has or may have a conflict of interest pursuant to V.T.C.A., Local Government Code ch. 171 or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

(Ordinance 16-006-00, art. 6, adopted 1/7/16)

Sec. 9.05.008. Lobbyist.

(a) *Purpose.* For the purpose of minimizing the risk of improper lobbying, while at the same time recognizing that not all forms of lobbying are improper, the following rules are adopted.

(b) *Registration requirements.*

(1) Lobbying, except as provided below, means any oral or written communication (including an electronic communication) to a city official, made directly or indirectly by any person working for pay or profit for any third party in an effort to influence or persuade an official to favor or oppose, recommend or not recommend, vote for or against, or take or refrain from taking any action on any municipal question. A lobbyist is an individual or group of individuals who, for compensation, work to influence the opinions of any city body or its members in support of the interests of another individual, group, business, group of businesses, political or apolitical organization.

(2) The term lobbying does not include a communication:

(A) Merely requesting information or inquiring about facts or status of any municipal question, matter or procedure, and not attempting to influence a city official;

(B) Made by a public official or employee (including, but not limited to, any employee of the city) acting in his or her official capacity;

(C) Made by a representative of a media organization if the purpose of the communication is gathering and disseminating news and information to the public;

(D) Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television, or any other medium of mass communication;

(E) Made at a meeting open to the public under the Open Meetings Act;

(F) Made in the form of a written comment filed in the course of a public proceeding or any other communication that is made on the record pursuant to established city procedures;

(G) Made in writing as a request or petition for official action and required to be a public record pursuant to established city procedures;

(H) Made in writing to provide information in response to an oral or written request by a city official for specific information;

(I) The content of which is compelled by law;

(J) Made in response to a public notice soliciting communications from the public and directed to the official specifically designated in the notice to receive such communications;

(K) Made on behalf of an individual with regard to that individual's employment or benefits;

(L) Made by a fact witness or expert witness at an official proceeding;

(M) Made by a person solely on behalf of himself or herself, his or her spouse, of his or her immediate family;

(N) Made by an employee or representative of an economic development prospect and potential future employer within the city, which prospect is not at the time of the contact located within the city; or

(O) A licensed attorney or engineer to assist or aid any person with respect to a matter in which the city is exercising its regulatory authority, and which representation is a matter of public record.

(3) No person shall engage in lobbying without registering as a lobbyist with the city. A person engaged to lobby, including any employee of a third party that is assigned the duty of lobbying, within the city shall register as a lobbyist no later than three business days after first contacting any public servant or employee regarding the subject matter for which such person is engaged or assigned to lobby the city.

(4) The lobbyist must file a separate registration form for each client for whom they are lobbying; provided that a lobbyist that has a current registration on file with the city may add additional clients to such registration by filing an updated list of such clients to be added to the registration.

(Ordinance 16-006-00, art. 7, adopted 1/7/16; Ordinance 21-016-00, sec. 5, adopted 3/18/21; Ordinance 22-088-00 adopted 9/15/22)

Sec. 9.05.009. Financial disclosure.

(a) *Disclosure deadlines for city officials and candidates.*

(1) *Existing city officials.* "City official" means the mayor, every member of the city council, the city manager, the city attorney, the city secretary, the executive director of development services (if any), the director of public works (if any), the executive director of finance (if any), the city engineer, executive director of infrastructure, chief of staff and persons acting in the capacity of the aforementioned officers or employees. No later than April 30th of each year, or 30 calendar days after notice of such requirement is mailed by the city secretary, whichever date is later, each city official shall file a sworn financial disclosure statement with the city secretary in a form prepared by the city secretary reflecting the financial situation of the city official as of December 31 of the previous year.

(2) *New city officials.* A newly employed, elected, or appointed city official shall file a sworn financial disclosure statement with the city secretary in a form prepared by the city secretary within 30 calendar days from the date the position with the city is assumed. Said statement shall reflect the financial situation as of the date of employment, election, or appointment and for the previous 12 months, provided, however, such city official shall not be required to include in such statement the requirements of subsection (b)(7) of this section.

(3) *Candidates.* Each candidate shall file a sworn financial disclosure statement with the city secretary within 15 business days of filing for office, reflecting the financial situation of the candidate as of December 31 of the year previous to the election date.

(b) *Use of financial disclosure reporting form.* Each person required to file a financial disclosure statement shall do so on a form supplied by the city which shall include the following information:

(1) The person's name, residence address, business address (if any), telephone number, name of all immediate family members, i.e., husband or wife, children, father, mother, brothers or sisters, and all names or titles under which the person or family member does business.

(2) Identification by street address and legal description of all real property located within the city or its extraterritorial jurisdiction in which the person has a substantial interest.

(3) Identification of each business entity owning property or doing business within the city or its extraterritorial jurisdiction in which the person has a substantial interest.

(4) Identification of each person or business entity to whom the person or family member owed a debt of $10,000.00 or more during the reporting period, but not including debts owed to persons related within the second degree of consanguinity or affinity and excluding loans to a political campaign which were reported as required by law; if repaid during the reporting period, the date of repayment shall be stated.

(5) Identification of each source of income amounting to ten percent or more of the person's or family member's gross annual income as defined by the United States Internal Revenue Code.

(6) Identification of the donor of each gift of more than $200.00 in value received by the person or family member, including the value of the gift, where such donor has appeared before and requested action of the city council during the reporting period.

(7) Identification of all individuals or business entities that:

(A) He or she, or a business entity in which he or she has substantial interest has had business dealings involving one or more transactions of $500.00 or more each quarter, or for a total of $2,500.00 or more within the immediately preceding 12-month period; and

(B) Have appeared before and requested action of the city council during the reporting period.

(8) Identification shall also be required of all individuals who have an ownership interest of 25 percent or more in a business entity as described in subsection (7)(A) above and who appears before and requests some action on the part of the city council, even though the action does not concern such business entity.

(c) *Retention of financial disclosure statements.* The city secretary shall log and maintain all financial disclosure statements required to be filed herein as public records and retain them for a period of three years after which statements shall either be returned to the person filing them or be destroyed.

(d) *Immediate public identification by public servants.*

(1) All public servants of the city shall immediately publicly identify, either verbally at an open meeting or in writing, all individuals or business entities that:

(A) He or she, or a business entity in which he or she has a substantial interest which has had business dealings involving one or more transactions of $500.00 or more each quarter, or for a total of $2,500.00 or more within the immediately preceding 12-month period; and

(B) Have appeared before and requested action of the city council during the reporting period.

(2) Such immediate identification shall also be required of all individuals who have an ownership interest of 25 percent or more in a business entity as described in subsection (1)(A) above and who appear and request action by the city council, even though the action does not concern such business entity. Such identification shall be made prior to any decision or determination of the matter or immediately upon discovery of such business dealings.

(e) *Planning and zoning commission members.* Within 30 calendar days of being appointed to the planning and zoning commission and on each anniversary of that date, each member of such commission shall file with the city secretary a sworn statement identifying by street address and legal description all real property located within the city or its extraterritorial jurisdiction in which the member has a substantial interest.

(f) *Disclosure by persons appearing before a city body.* Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of $500.00 or more each quarter, or for a total of $2,500.00 or more, within the preceding 12-month period with a council member, commissioner, or business entity in which a council member or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

(Ordinance 16-006-00, art. 8, adopted 1/7/16; Ordinance 21-016-00, sec. 6, adopted 3/18/21; Ord. No. 23-004-00, § 2, 1-5-2023)

Sec. 9.05.010. Ethics commission.

(a) *Establishment of an ethics commission.* The ethics commission established by section 12.01 of the City Charter shall be composed of seven members, all of whom shall reside in the city.

(b) *Enumeration.* Each commission member shall be appointed by the city council and shall occupy a position on the commission, such positions being numbered 1 through 7. Commission members serve at the will of city council and may be removed by the city council upon five members of the council, or more, voting for removal.

(c) *The members of the commission shall be identified by place numbers 1 through 7.* Commission members shall serve three-year terms, with the term beginning on November 1st of the year of appointment and expiring on October 31st three years later. The term for commission places 2, 4, 6, and 7 shall begin on November 1st following the general election of the mayor and city council places 2, 4, and 6, and shall expire on October 31st three years later. The term for commission places 1, 3, and 5 shall begin on November 1st following the general election of city council places 1, 3, and 5, and shall expire on October 31st three years later.

(d) *Vacancies.* All vacancies shall be filled by the city council for the unexpired term. A member shall hold office until his successor has been appointed by the city council.

(e) *Election of chairperson and vice-chairperson.* The commission shall elect a chairperson and a vice-chairperson to one-year terms. The vice-chairperson shall act as chairperson in the absence of the chairperson. In the event the chairperson or vice-chairperson vacates their position then an election to fill the vacancy shall occur at the next meeting when the full board is seated.

(f) *Quorum.* Four or more members of the commission shall constitute a quorum, but no action of the commission shall be of any force or effect unless it is adopted by the favorable vote of four or more members.

(g) *Annual review of ethics ordinance.* The commission shall meet at least once a year to review this article and may make recommendations to the city council for amendments thereto.

(h) *Advisory opinions and recommendations.* The commission shall render advisory opinions and make recommendations to the city council on potential conflicts of interest or violations of this article at the request of a public servant. Such advisory opinions and recommendations shall be rendered 30 calendar days after a request or complaint is received by the commission, unless the commission requests, and is granted one 30-calendar-day extension by the city council. This subsection shall not be applicable to complaints filed with the commission.

(i) *Defense to alleged violations.* It shall be a defense to an alleged violation of this article that the person accused previously requested, and received, an advisory opinion and recommendation from the commission, and acted on such opinion or recommendation in good faith, unless material facts were omitted or misstated by the person requesting the opinion. Such advisory opinion and recommendation shall also be binding on the commission in any subsequent charges concerning the person who requested the opinion and recommendation.

(j) *Disposition of alleged ethics violations.*

(1) A sworn complaint based on personal knowledge alleging a violation(s) of this article shall specify the provision(s) of this article alleged to have been violated, and shall name the public servant being charged.

(2) Upon the aforesaid sworn complaint of any person being filed with the city secretary's office, or on its own initiative, the commission shall consider possible violations of this article by any public servant. A complaint shall not be deemed to be filed on the initiative of the commission, save and except the

complaint be signed and sworn by two members of the commission, one of which is the chairperson of the commission, after consultation with the legal counsel of the commission. A complaint filed by an individual member of the commission shall be deemed to have been filed in the commission member's capacity as a private citizen and, in such event, the member of the commission filing the complaint shall not thereafter participate in a commission meeting at which such complaint is considered save and except the commissioner filing the complaint may participate as a complainant at such meeting.

(3) A complaint alleging a violation of this article must be filed with the city secretary within two years from the date of the action alleged as a violation, and not afterward.

(4) Not later than three business days after the city secretary receives a sworn complaint, the city secretary shall acknowledge the receipt of the complaint to the complainant, and provide a copy of the complaint to the city attorney, the independent counsel, the commission chair, and the person against whom the complaint was alleged. The commission chair with advice of the commission's legal counsel shall review the complaint to ensure compliance with subsection (1) above within five business days of receipt of the complaint. If the complaint does not comply with the requirements of subsection (1) it shall be returned to the complainant with a written explanation of noncompliance. If the complainant does comply it shall be accepted by the commission. Not later than ten business days after receipt of a complaint, the commission shall notify in writing the person who made the complaint and the person against whom the complaint was alleged, of a date for a preliminary hearing. If the commission does not hold a preliminary hearing within 20 business days of receipt of the complaint, it shall notify the person who made the complaint of the reasons for the delay and shall subsequently give the complainant the appropriate notification.

(5) The commission may consider possible violations on its own initiative. Within seven business days of the commission's decision to consider a possible violation of this the commission shall draft a written complaint specifying the provision(s) of this article alleged to have been violated and shall file a copy with the city secretary, and provide a copy to the city attorney, the independent counsel, and the person against whom the complaint was alleged. Not later than 15 business days after the drafting of the complaint, the commission shall notify in writing the person against whom the complaint was alleged of the date for the preliminary hearing.

(6) After a complaint has been filed, and during the pending hearing of a complaint before the commission, a member of the commission may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the complaint, except at a meeting of the commission; provided that the chairperson may consult and coordinate with independent legal counsel.

(7) As soon as reasonably possible, but in no event more than 60 days after receiving a complaint, the commission shall conduct a preliminary hearing.

(A) The issue at a preliminary hearing shall be the existence of reasonable grounds to believe that a violation of this article has occurred. The person filing a complaint, or the independent counsel in cases considered upon the commission's own initiative, shall state the alleged violation and shall describe in narrative form the testimony and other evidence which would be presented to prove the alleged violations stated in the written complaint. Statements at a preliminary hearing shall be under oath, but there shall be no cross-examination or requests for persons or evidence issued for the hearing. Members of the commission may question the complainant, the public servant named in the complaint, or consult with the independent counsel for the commission in executive session.

(B) The public servant named in the complaint shall have the opportunity to respond, but is not required to attend or make any statement. The public servant may describe in narrative form the testimony and other evidence that would be presented to disprove the alleged violation. If the

public servant agrees that a violation has occurred, he or she may so state and the commission may consider the appropriate sanction.

(C) The complainant and the public servant named in the complaint shall have the right to representation by counsel.

(D) At the conclusion of the preliminary hearing, the commission shall decide whether a final hearing should be held. If the commission determines that there are reasonable grounds to believe that a violation of this article has occurred, it shall schedule a final hearing. If the commission does not determine that there are reasonable grounds to believe that a violation has occurred, the complaint shall be automatically dismissed. A decision to conduct a final hearing is not a finding that a violation has occurred.

(E) The commission, at any time during the preliminary hearing, may also dismiss a complaint if the complaint does not allege conduct which would be a violation of this article. Before a complaint is dismissed for failure to allege a violation, the complainant shall be permitted one opportunity, within ten business days of such a preliminary hearing, to revise and resubmit the complaint.

(F) The complainant, the independent counsel, and public servant named in the complaint may ask the commission at a preliminary hearing to request certain persons and evidence for a final hearing, if one is scheduled.

(8) Final hearing.

(A) The final hearing shall be held as expeditiously as possible following the determination by the commission that there are reasonable grounds to believe that a violation of this article has occurred. In no event shall the hearing be held more than 30 calendar days after said determination. The commission may grant two postponements, not to exceed 15 calendar days each, upon the request of the public servant named in the complaint.

(B) The issue at a final hearing shall be whether a violation of this article has occurred. The commission shall make its determination based on clear and convincing evidence in the record. All witnesses shall make their statements under oath.

(C) If the commission determines that a violation has occurred, it shall state its findings in writing, shall identify the particular provision(s) of this article which have been violated, and within five business days shall deliver a copy of the findings to the complainant, if any, the public servant named in the complaint, and the city secretary.

(D) If a complaint proceeds to a final hearing, the commission may request witnesses to attend and testify, administer oaths and affirmations, take evidence and request the production of books, papers records, or other evidence needed for the performance of the commission's duties or exercise of its powers, including its duties and powers of investigation.

(9) Sanctions.

(A) If the commission determines that a violation of this article has occurred, it shall proceed directly to determination of the appropriate sanction(s), if any. Save and except for a violation of section 9.05.004(f)(2)(A)(iv), section 9.05.008(b) or section 9.05.009(f) of this article, a violation of this article shall not be subject to criminal penalties. The commission may receive additional testimony or statements before considering sanctions, but is not required to do so. If the public servant named in the complaint acted in reliance upon a written opinion of the city attorney, the commission shall consider that fact.

(B) If the commission determines that a violation of this article has occurred, it may recommend that the city council impose one of the following sanctions:

(i) A letter of notification shall be the appropriate sanction when the violation is clearly unintentional, or when the public servant's violation was made in reliance on a written opinion of the city attorney. A letter of notification shall advise the public servant to whom it is directed of any steps to be taken to avoid future violations.

(ii) A letter of admonition shall be the appropriate sanction in those cases in which the commission finds that the violation is minor and/or may have been unintentional, but calls for a more substantial response than a letter of notification.

(iii) A reprimand shall be the appropriate sanction when the commission finds that a violation has been committed intentionally or through disregard of this article. A reprimand directed to a city official, council member, commission member shall be sent to the city council. A reprimand directed to an employee of the city shall be sent to the city manager and included in said employee's personnel file. A letter of reprimand directed to an elected city official shall be transmitted to the city secretary and shall be sent to the city council, and thereafter published in the official newspaper of the city.

(iv) A recommendation of removal from employment or a recommendation of suspension from employment, as well as a recommendation for length of suspension, shall be the appropriate sanction when the commission finds that a serious or repeated violation(s) of this article has been committed intentionally or through culpable disregard of this article by city employees. A recommendation of suspension of city employees shall be directed from the commission to the city manager. In most cases, the final authority to carry out such recommendations to suspend from employment and the length of suspension shall be with the city manager.

(v) A letter of censure shall be the appropriate sanction when the commission finds that a serious or repeated violation(s) of this article has been committed intentionally or through culpable disregard of this article by an elected city official. A letter of censure directed to an elected city official shall be transmitted to the city secretary, and shall be sent to the city council, and thereafter published in the official newspaper of the city.

(Ordinance 16-006-00, art. 9, adopted 1/7/16; Ordinance 18-019-00, sec. 11, adopted 4/19/18; Ordinance 21-016-00, sec. 7, adopted 3/18/21)

Sec. 9.05.011. Independent legal counsel.

Independent legal counsel shall be utilized to advise the commission and participate in hearings. The city council shall annually designate and retain independent counsel who shall be a duly licensed attorney in the state.

(Ordinance 16-006-00, art. 10, adopted 1/7/16)

Sec. 9.05.012. Baseless complaints.

(a) In the event a complaint is received by the commission that is subsequently found to be knowingly baseless, and the commission deems based upon the substance of the complaint and evidence presented that the complaint was filed with the intent to:

(1) Harass the person named in the complaint;

(2) Damage the respondent's reputation;

(3) Benefit the person filing the complaint either personally, professionally, or politically; or

(4) Damage a related third party;

the commission may recommend to the city council to take disciplinary action(s) against the individual who filed the complaint including but not limited to referral to law enforcement for investigation and filing of legal charges as outlined in subsection(s) (b), (c), or (d) of this section. The commission may also make recommendations for what other action(s) should be taken up to and including barring from the filing of further ethics complaints on the same or similar subject matter or event.

(b) A person commits an offense if he knowingly communicates or circulates a report of a violation of this article by a public servant that he knows is false or baseless and that would ordinarily cause an official proceeding to be held by the ethics commission in response to the complaint. An offense under this section may be punishable by fine not to exceed the sum of $500.00. The commission may recommend to the city council that violations under this subsection (b) may be referred for criminal prosecution.

(c) Any person who knowingly files a false sworn statement under this chapter is subject to criminal prosecution for perjury under V.T.C.A., Penal Code § 37.02. The commission may recommend to the city council that violations under this subsection (c) may be referred for criminal prosecution.

(d) Any person who knowingly testifies under oath before the commission and knowingly makes a false statement material to the proceedings is subject to criminal prosecution for aggravated perjury under V.T.C.A., Penal Code § 37.03. The commission may recommend to city council that violations under this subsection (d) may be referred for criminal prosecution.

(e) Proceedings under this section may be undertaken by the commission at any time after a complaint is dismissed.

(Ordinance 16-096-00, sec. 4, adopted 1/5/17)

Sec. 9.05.013. Penalties.

Any person who shall violate section 9.05.008(b) or section 9.05.009(f) of this article, or shall fail to comply therewith, or with any of the requirements thereof, shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of $500.00. Each calendar day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

(Ordinance 21-016-00, sec. 8, adopted 3/18/21)

Sec. 9.05.014. Reservations and exceptions.

Notwithstanding any other term or provision of this article, this article:

(1) Is not applicable to the performance and behavior of officers, employees and public servants that does not violate a standard or provision set forth in this article;

(2) Does not waive the authority and discretion of the city council to enforce higher standards for, or to supervise, provide oversight, appoint and remove, any officer, employee or public servant that is appointed by the city council; and

(3) Does not transfer or limit the authority of the city manager to act in his or her discretion to enforce higher standards for, or to supervise, provide oversight, appoint and remove, all officers, employees and public servants of the city that are not appointed and removed by the council.

(Ordinance 16-006-00, art. 12 (12.3), adopted 1/7/16)

ARTICLE 9.05. CODE OF ETHICS

Sec. 9.05.004. Present public servants.

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(2) *Political activity.* Limitations on the political activities of city officials and employees are imposed by state law, the city charter, and city personnel rules. In addition, the following ethical restrictions apply:

(A) No employee shall solicit or receive contributions to the campaign funds of any candidate for city office or take part in the management, affairs, or political campaign of any city candidate. Current members of the city council who are seeking re-election may engage in any activity on behalf of their own campaign efforts. The following is a list of activities that are, except as specifically provided otherwise, permissible within the sole discretion of the individual employees.

(i) The placement of campaign signs on premises owned by the city employee

(ii) The placement of bumper stickers on personal vehicles, except those vehicles supported in whole or in part by a car allowance provided by the city.

(iii) Off-duty or assigned duty attendance at a political rally or function for a city council candidate, so long as there is no active participation by the city employee; provided that an employee that is off-duty shall not wear any city uniform, item or clothing that identifies the employee as an employee of the city.

(iv) The donation of a political contribution that does not exceed the statutory limit for non-reportable contributions; provided that a candidate for, and the occupant of, an elective city office is prohibited from soliciting contributions from city employees.

This subsection (2) shall be narrowly construed and in no event shall this section be construed or interpreted to prevent any officer, employee, councilmember, mayor or public servant from expressing his or her personal opinion regarding any candidate for office, or any other matter of public interest: provided that city employees shall not, while in uniform or on duty, make public comments or statements concerning any candidate for elective city office. Private statements or comments made by any officer or employee of the city to any other officer or employee of the city concerning any candidate for elective city office are not subject to this section.

(B) Any elected or appointed official is prohibited from engaging in political activity while acting in their official capacity. Political activity includes but is not limited to:

i. Participating in your official capacity or as an official representative of the City.
ii. Wearing a City and/or event shirt, badge, or logo.

(3) *Other interests.*

(A) Non-profit board membership. While membership is encouraged a council member who serves on the board of a public or private non-profit organization shall have a voice but no vote on any funding request or contract with the city by that organization, unless the organization has a board of directors or trustees appointed in whole or in part by the city council, commission or board members.

Sec. 9.05.009. Financial disclosure.

(a) *Disclosure deadlines for city officials and candidates.*

(1) *Existing city officials.* "City official" means the mayor, every member of the city council, the city manager, assistant city manager (if any), the city attorney, the city secretary, the executive director of development services (if any), the executive director of public works (if any), the executive director of finance (if any), the city engineer, ~~executive director of infrastructure, chief of staff~~ and persons acting in the capacity of the aforementioned officers or employees. No later than April 30th of each year, or 30 calendar days after notice of such requirement is mailed by the city secretary, whichever date is later, each city official shall file a sworn financial disclosure statement with the city secretary in a form prepared by the city secretary reflecting the financial situation of the city official as of December 31 of the previous year.

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AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE AMENDING 9.05.004 CREATING A NEW SECTION RELATED TO ELECTED AND APPOINTED OFFICIALS CAMPAIGNING WHILE ACTING IN THEIR OFFICIAL CAPACITY; AMENDING 9.05.009 FINANCIAL DISCLOSURE FOR EXISTING STAFF TITLES TO REFLECT CITY OF LEANDER ORGANIZATIONAL CHART TITLES; PROVIDING A SEVERABILITY, SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND RELATED MATTERS.

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds it necessary to amend the Code of Ethics from time to time;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE 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. **Adding Section 9.05.004 (f)(2).** Section 9.05.004(f)(2) of the City of Leander Code of Ordinances (the "Code") is hereby amended to adopt a new section "B" to read as follows and any ordinance conflicting with the following provision are amended to the extent of any conflict therewith:

(B) Any elected or appointed official is prohibited from engaging in political activity while acting in their official capacity, on City property including City buildings and parks. Political activity includes but not limited to:

i. Participating in your official capacity or as an official representative of the City.
ii. Wearing a City and/or event shirt, badge, or logo.

Section 3. **Amending Section 9.05.009 (a)(1).** Section 9.05.009(a)(1) of the City of Leander Code of Ordinances (the "Code") is hereby amend to read as follows and any ordinance conflicting with the following provision are amended to the extent of any conflict therewith:

….

(a) Disclosure deadlines for city officials and candidates.

(1) Existing city officials.

"City official" means the mayor, every member of the city council, the city manager, the assistant city manager, the city attorney, the city secretary, the executive director of development services (if any), the executive director of public works (if any), the executive director of finance (if any), the city engineer, and persons acting in the capacity of the aforementioned officers or employees. No later than April 30th of each year, or thirty (30) calendar days after notice of such requirement is mailed by the city secretary, whichever

date is later, each city official shall file a sworn financial disclosure statement with the city secretary in a form prepared by the city secretary reflecting the financial situation of the city official as of December 31 of the previous year.

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Section 4. Savings Clause. 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 economic development incentive and lobbying within the City 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 and the City Charter.

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 the 16 day of January, 2025.

ATTEST **THE CITY OF LEANDER, TEXAS**

Dara Crabtree, City Secretary

Christine DeLisle, Mayor