



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - July 20, 2023
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

Place 4 – Na'Cole Thompson
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Rick Beverlin

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Review proposed parkland dedication ordinance.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

7. Staff Report
 - Public Works Update
8. Leander History

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on July 6, 2023.

10. Award of Solicitation S23-008 to Hunden Strategic Partners, Inc., for the Hotel Market Feasability Study, in the amount of \$75,000.00; and authorize the City Manager to execute any and all necessary documents.
11. Award of Solicitation S23-003 to Kimley-Horn and Associates, Inc. for professional services for the US Hwy 183 Corridor Study in the amount of \$500,000.00; and authorize the City Manager to execute any and all necessary documents.
12. Acceptance of public infrastructure improvements for Parkside Village.
13. Approval of a Resolution adopting rules to ensure the identification, security and confidentiality of electronic bids or proposals and providing an effective date.
14. Approval of Amendment No. 3 to K Friese + Associates, Task Order KFA-46 San Gabriel Elevated Storage Tank (CIP W.41) for supplemental engineering services in the amount of \$58,658.00 for total contract amount of \$513,414.00; and authorize the City Manager to execute any and all necessary documents.
15. Approval of Amendment No. 3 for Walter P. Moore and Associates, Inc., Task Order WPM-1 Lakeline Boulevard Pipelines - Phase 1 (CIP W.72) for supplemental engineering services in the amount of \$25,000.00 for total contract amount of \$219,765.52; and authorize the City Manager to execute any and all necessary documents.
16. Approval of the proposed Brushy Creek Regional Utility Authority FY 2024 Budget.
17. Approval of a Corporate Authorization Resolution with NexBank, McKinney, Texas designating the Executive Finance Director, Assistant Finance Director, and Accounting Manager as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open account(s) with NexBank.
18. Approval of an Interlocal Agreement by and between the City of Leander and the City of Cedar Park for the school zone beacon and sign maintenance and operation for Leander High School and Running Brushy Middle School; and authorize the City Manager to execute any and all necessary documents.
19. Approval of an Interlocal Cooperation Contract between The University of Texas at Austin - Office of Telecommunication Services and the City of Leander allowing the City to purchase internet access and related services; and authorize the City Manager to execute any and all necessary documents.
20. Approval of purchase of Robin Bledsoe pool pump infrastructure replacement equipment from Progressive Commercial Aquatics, Inc. in the amount of \$138,481.00, utilizing BuyBoard Contract 613-20; and authorize the City Manager to execute any and all necessary documents.
21. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-22-0050 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Speaking Rock PUD (Planned Unit Development) with base zoning district of SFE-2-A (Single-Family Estate) on one (1) parcel of land approximately 10.7563 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 513825; and more commonly known as 1601 Speaking Rock, Leander, Travis County, Texas.

22. Approval of Development Agreement Case DA-23-0005 regarding the Lakes Lair Commercial Development on a portion of a parcel of land approximately 1.374 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031219; and generally located to the southwest of the intersection of Crystal Falls Parkway and Ronald Reagan Boulevard, Leander, Williamson County, Texas.
23. Approval of an amendment to the Interlocal Cooperation Agreement for Urban Planning, Watershed Protection and the Release of Extraterritorial Jurisdiction between the City of Leander and City of Jonestown.
24. Approval of the Second Reading of an Ordinance regarding Annexation Case A-23-0008 regarding the voluntary annexation of 2.3872 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032108; and commonly known as 800 Riva Ridge Road, Leander, Williamson County, Texas.
25. Approval of an extension of the expiration for Subdivision Case 19-PICP-040 Leander Heights Sec 2, Lot 7, Blk A construction plans for 1.5 acres $\pm$ in size; generally located to the southwest of the intersection of S. West Drive and Municipal Drive; Leander, Williamson County, Texas.
26. Approval of the extension of the application expiration for Subdivision Case FP-21-0006 Rosenbusch Ph 3 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.
27. Approval of the adoption of the Old Town Master Plan including the adoption of a future land use plan and map that provides guidance for appropriate land use regulations throughout Old Town, and an action plan for implementation.

PUBLIC HEARING: ACTION

28. Conduct a Public Hearing amending the Water and Wastewater Impact Fees.
 - Discuss and consider action on amending the Water and Wastewater Impact Fees.
29. Conduct a Public Hearing amending the City's building codes by the adoption of Table 1004.1.2 regarding maximum floor area per occupant and Table 1004.5 maximum floor area allowances per occupant, and Section 403.2 from the 2021 International Building Code; adoption of local amendments to the Building Code and Fire Code pertaining to automatic sprinkler systems and animal housing care facilities; and to provide for related matters; Leander, Williamson & Travis Counties, Texas.
 - Discuss and consider action on amending the City's building codes as described above.

REGULAR AGENDA

30. Discuss and consider action on Tree Removal Case TRP-23-0013 regarding removal of two (2) heritage trees and seven (7) significant trees associated with the VALPS Ronald Reagan Retail Site Development Project located at 17401 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

31. Discuss and consider action on the purchase of ten (10) Axon officer safety plan licenses, tasers, and body cameras utilizing BuyBoard Contract 648-21 in the amount of \$82,458.30; and authorize the city manager to execute any and all necessary documents.
32. 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.]*
33. Council Member Closing Statements.
34. Convene into Executive Session pursuant to Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, to deliberate with legal counsel regarding Meet and Confer.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding Meet and Confer.
35. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 55 1.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 14 day of July 2023 by 6:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Review proposed parkland dedication ordinance.

BACKGROUND:

The City of Leander has carefully assessed the impact on the park and recreation system created by each new development and has established dedication and development cost requirements based upon individual dwelling units. The requirements constitute an individualized fact-based determination of the impact of new living units on the park and recreation system and ensure that new living units bear their proportional share of the cost of providing park and recreation related services. The City continues to evaluate and is recommending changes to the existing Ordinance and will provide those changes to Council during the Workshop to initiate discussion and feedback.

PRESENTER:

Mark Tummons, Parks and Recreation Director

Attachments

1. Current Ordinance

§ 61. Park Land Dedication and Park Improvements.

Park Land Dedication and Park Improvements Required: A developer of any subdivision subject to this ordinance or a site development permit subject to the Composite Zoning Ordinance which includes residential lots, building sites, or multifamily residential site development within the City limits or the City's extraterritorial jurisdiction, that adds any residential units to any subdivision or multifamily residential site development, shall prepare a park plan to provide for sufficient and suitable park land and park improvements for the purpose of public recreation in accordance with the following provisions:

- (a) **Park Plan Approval Process:** A residential developer shall prepare a park plan in conformance with the requirements of this Section and obtain approvals from the Appropriate Reviewing Authorities as follows:
 - (1) If the developer does not propose multifamily development, and the developer is required to submit a subdivision application other than a Short Form Plat as required by this Ordinance, the developer is required to obtain approval of a park plan in compliance with this Section by the City Council in conjunction with consideration of the Concept Plan application.
 - (2) If the developer does not propose multifamily development, and the developer is required to submit a subdivision as required by this Ordinance that is permitted to be filed as a Short Form Plat application, the developer is required to obtain approval of a park plan in compliance with this Section by the Planning and Zoning Commission in conjunction with consideration of the Short Form Plat application. However, approval of any public park land dedication other than land identified on the City Parks, Recreation & Open Space Master Plan is required to be approved by the City Council.
 - (3) If the developer proposes multifamily development, the developer is required to obtain approval of a park plan in compliance with this Section by the Director of Parks and Recreation in conjunction with consideration of a Site Development Permit application. However, approval of any public park land dedication other than land identified on the City Parks, Recreation & Open Space Master Plan is required to be approved by the City Council.
- (b) **Public Park Land Dedication or Payment of Fee In-Lieu Required**
 - (1) **Formula for Calculating Area of Park Land:** The acreage of park land to be contributed by a developer prior to Final Plat or Short Form Plat approval of any single-family or two-family residential subdivision, or prior to site development permit approval for multifamily residential development, shall be equal to three and one-half (3.5) acres for each additional one hundred (100) dwelling units projected to occupy the fully developed subdivision or development. A "dwelling unit," when used in this section, shall mean each individual residence, including each individual residential unit in a multifamily residential structure or manufactured home park, designed or intended for habitation by a single family.
 - (2) **Standards for Dedication of Park Land:** The land dedicated by a developer to meet the requirements of this section shall be suitable for public parks and recreation activities shall comply with the City Parks, Recreation & Open Space Master Plan, and shall comply with the following standards
 - (i) The dedicated land shall form a single parcel or tract of land at least three (3) acres in size unless the Appropriate Reviewing Authorities determine that more than one tract or a smaller tract would be in the public interest.
 - (ii) The developer shall provide public access to park land by providing at least fifty percent

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- (50%) of the perimeter boundary of the park with street frontage, or as determined to be satisfactory by the Appropriate Reviewing Authorities. At the time the land abutting the delineated areas is developed, the developer of such abutting land shall dedicate and construct streets along all abutting street frontage and shall provide water and wastewater utilities to the boundary of one (1) side of the delineated area to meet minimum requirements of this Ordinance.
- (iii) The developer shall dedicate park land reasonably located near the geographic center of the development, or within an area identified on the City Parks, Recreation & Open Space Master Plan, and adaptable for use as a public park and recreation facility. However, the Appropriate Reviewing Authorities may require park land to be located at the edge of a development so that additional land may be added at such time as adjacent land is developed or acquired for public use in accordance with this ordinance. In addition, rare, unique, endangered, historic or other significant natural areas shall be given high priority for dedication pursuant to this ordinance. The Appropriate Reviewing Authorities may also require areas providing linkage to parks, schools or public places, or areas that preserve the natural character of the surrounding environment, be included in the park land dedication.
 - (iv) The developer shall restore and stabilize any disturbed soil and establish vegetative cover of a type determined appropriate for the terrain and by the Director of Parks and Recreation on park land.
 - (v) Land dedication of trail corridors identified on the City Parks, Recreation & Open Space Master Plan shall be a high priority. Developers are responsible for preserving the natural character of the trail corridor and dedicating the required right-of-way. Right-of-way dedication or easement size may vary due to site physical characteristics. If the land identified on the City Parks, Recreation & Open Space Master Plan exceeds the amount of land required for park land dedication by this section, the remainder of the land not required for dedication shall be shown as a reserve park lot to be purchased by the City, or, the Appropriate Reviewing Authorities may credit the required park improvements fee in an amount equal to the fee in-lieu value (see paragraph 3 below) of the remaining land if such land is dedicated and deeded to the City.
 - (vi) Land within the one hundred (100) year floodplain and land that has greater than 15% slope may constitute, in total, not more than fifty percent (50%) of the land dedication requirement. Lands within an inundation easement falling outside of the one hundred (100) year floodplain may constitute up to one hundred percent (100%) of the land dedication requirement if such land remains undisturbed and in a pre-development condition, and if such land is not utilized for another public purpose. In addition, for every acre of land dedicated for park land within the one hundred (100) year floodplain, or having a slope greater than 15%, only one-half (1/2) acre of park land dedication credit shall be given. (Example: If ten acres of park land is required to be dedicated for park land, at least five acres of such park land must be outside the 100-year floodplain and comprised of slopes less than 15%. For the remaining five acres of park land required, the developer can achieve compliance by dedicating five additional acres outside the 100-year floodplain and comprised of slopes less than 15%, or ten additional acres inside the 100-year floodplain and/or comprised of slopes more than 15%, or some combination thereof.)
 - (vii) The developer shall dedicate all park land as a park lot on the applicable Final Plat or Short Form Plat. The developer shall deliver to the City a signed warranty deed transferring title

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to property dedicated as public park land to the City after City acceptance of park improvements and release of fiscal surety. If the developer fails to deliver the warranty deed in a timely manner, the City may withhold Final Plat approvals and/or the issuance of building permits. The developer shall provide park land free and clear of all mortgages and liens at the time of such dedication or conveyance. The developer shall have iron rods or pins set in accordance with the Final Plat or Short Form Plat. If a subdivision plat is not required based on the standards of this Ordinance, the developer shall have iron rods or pins set at corners identified on a recordable land survey completed by a land surveyor registered in the State of Texas. § 61

- (3) Payment of Fee In-Lieu of Park Land Dedication:In general, the Appropriate Reviewing Authorities shall favor the dedication of park land over the payment of a fee in-lieu of park land dedication for single-family and two-family subdivisions except for Short Form Plats and multifamily development unless such plat or multifamily development contains land identified as park land in the City Parks, Recreation & Open Space Master Plan. However, the Appropriate Reviewing Authority may require a developer to pay a fee in-lieu of park land dedication in accordance with the following:

- (i) If the amount of park land required to be dedicated is less than three (3) acres, the Appropriate Reviewing Authority may require a fee in-lieu of land dedication.
- (ii) Such fee shall be in the amount of \$1,050.00 per dwelling unit.
- (iii) The developer shall pay the in-lieu fee to the City prior to approval of the Final Plat, Short Form Plat, or, in the case of multifamily development, prior to site development permit approval.

(c) Park Improvements

- (1) In addition to the required dedication of land or fees in-lieu of land dedication as set forth above, the developer shall also pay a park improvements fee to the City prior to approval of a Final Plat or Short Form Plat, or, in the case of multifamily development, prior to site development permit approval. Such park improvements fee shall be sufficient to provide for the development of amenities and improvements on the dedicated land to meet the standards for a neighborhood park to serve the area in which the subdivision is located. The park improvements fee shall be calculated on the basis of \$400.00 per dwelling unit.
- (2) In lieu of payment of the park improvements fee, the Appropriate Reviewing Authorities may approve a plan from the developer to construct park improvements. If the park or any portion of the park is within areas shown in the City Parks, Recreation & Open Space Master Plan as land to meet strategic needs for future parks and/or trails, the developer may be required to construct trails or other park amenities in lieu of payment of the park improvements fee. This plan shall meet the following standards:
 - (i) All plans and specifications for the construction of such amenities and improvements shall be reviewed and approved by the City, and the developer shall meet City Park & Facility Equipment Standards.
 - (ii) Amenities and improvements shall include one (1) or more children's play areas, picnic areas, game court areas, turf play fields, swimming pools, recreational buildings, trails (sidewalks, walkways or bike trails), and landscaped sitting areas.
 - (iii) The value of amenities and improvements shall be greater than or equal to \$400.00 per

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residential dwelling unit.

- (iv) All park areas and playground equipment shall be in accordance with the U.S. Consumer Products Safety Commission - Publication 325, as currently amended and in accordance with current provisions of the Americans with Disabilities Act.
 - (v) These park improvements shall be completed to the satisfaction of the City Parks and Recreation Director prior to release of fiscal surety or, in the case of a multifamily development, prior to issuance of a certificate of completion or a certificate of occupancy for the project.
 - (vi) These park improvements shall be designed, reviewed and permitted in conjunction with a Site Development Permit application and/or subdivision construction plans as deemed appropriate by the City Parks and Recreation Director.
- (d) Privately Owned & Maintained Parks:The Appropriate Reviewing Authorities may approve a plan from the developer to provide privately owned and maintained park land and park improvements meeting all requirements of this section in-lieu of public park land dedication and public park improvements. However the Appropriate Reviewing Authorities shall not approve a plan for privately owned park land and park improvements if such land is shown in the City Parks, Recreation & Open Space Master Plan as land to meet strategic needs for future parks and/or trails. In addition, such plan shall meet the following:
- (1) Private ownership and perpetual maintenance of such areas and facilities shall be adequately provided for by recorded written agreement, conveyance, and/or restrictions.
 - (2) The use of such areas and facilities shall be restricted to park and recreational purposes by a recorded covenant, which runs with the land in favor of the future owners of property, and which cannot be defeated or eliminated without the consent of the Council.
- (e) Alternative Park Land Dedication and Park Improvements Plan:The Appropriate Reviewing Authorities may approve a plan from the developer for an alternative park land dedication and park improvements plan meeting the following standards.
- (1) If all other standards of this section are met, the amount of park land to be dedicated may, if approved by the Appropriate Reviewing Authorities, be reduced, if the reduced value of the land dedication is compensated by an equal or larger increase in the value of park improvements. However, in no case shall the amount of park land dedicated, whether private or public, be less than seventy-five percent (75%) of the amount required by this section. The calculation to convert park land value to additional park improvements shall be determined based on how much fee in-lieu would be required to compensate for the park land deficiency and by adding this dollar amount to the required dollar value of park improvements.
- Example: If twenty acres is required to be dedicated as park land, and the applicant proposes 16.5 acres there would be a park land deficiency of 3.5 acres. 3.5 acres is equivalent to 100 residential units worth of park land dedication and the fee in lieu of park land dedication is equivalent to \$1,050.00 per unit. Therefore, the amount of park improvements could be increased by \$105,000.00 (100 units times \$1,050.00).
- (2) If all other standards of this section are met, the amount of park improvements may, if approved by the Appropriate Reviewing Authorities, be reduced, if the reduced value of such improvements is compensated by an equal or greater increase in the value of park land to be dedicated. The calculation to convert park improvements value to additional park land shall be

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determined based on reducing the required park improvements dollar value by not more than the fee in-lieu dollar value of the additional park land to be dedicated.

Example: If \$500,000.00 worth of park improvements is required, and the applicant proposes \$395,000.00 worth of improvements, this would amount to a \$105,000.00 deficiency in park land improvements. Dividing this number by the fee in lieu value of park land required per unit (\$1,050.00) yields 100 units ($\$105,000.00 / \$1,050.00 = 100$). The park land requirement for 100 units is 3.5 acres. Therefore, an additional 3.5 acres of land could be dedicated in lieu of \$105,000.00 of improvements.

- (f) Park Fund Established: The City hereby creates a separate fund to be entitled “Park Fund.” Money, and the interest on such money, collected as a fee-in-lieu of park land dedication, and park improvements fees, shall be held in said fund in trust to be used by the City solely and exclusively for the purpose of purchasing, improving, and/or renovating public park and recreational land and shall not be used for maintaining or operating public park facilities. Improvements to public park and recreational land includes public art installations. The Park Fund will contain a category entitled “Park Public Art Fund” where fifteen percent (15%) of fee-in-lieu and park improvements fees, and interest on such money, will be held to be used for public art in public parks and recreational land; provided that the City Council may, from time to time, authorize use of the funds for purchasing parkland or non-public art improvements or renovations when determined necessary in relation to a particular public park project. Such fund shall be invested or held in an interest-bearing account and all earnings and interest shall accrue to the Park Fund.
- (g) Subdivision Changes: In the event a developer obtains Commission approval to deviate from the approved Preliminary Plat thereby increasing the number of dwelling units projected, or where the use of property is changed from a nonresidential use to a residential use, the owner or developer shall be obligated to provide additional land or fees for the park land and amenities required for the additional dwellings in accordance with this section prior to the City approving the Final Plat for recordation.
- (h) Phasing Plan: If a developer proposes a multi-phased residential subdivision or other residential development, the developer shall submit a proposed park phasing plan to indicate a plan for phasing park land dedication and/or park improvements to coincide with the development phasing. This park phasing plan shall be approved in conjunction with the park plan as provided by this section. A park phasing plan shall include provisions for compliance with the standards of this section for all phases of the development. A phasing plan may propose park land, park improvements and/or fee in-lieu in an early phase of development to fulfill requirements of a later phase of development, but in no case shall a phasing plan propose park land, park improvements and/or fee in-lieu in a later phase of development to fulfill requirements of an earlier phase of development unless the developer provides adequate fiscal surety with the earlier phase of development. Such fiscal surety shall be in a form that shall not expire unless specifically released by the City.
- (i) Fiscal Surety: Except for multifamily development, prior to Final Plat or Short Form Plat approval, the developer shall provide fiscal surety for the completion of all park improvements that complies with this subsection and Section 28 of this Ordinance (to the extent Section 28 does not conflict with this subsection), and the fiscal surety shall be in a form acceptable to the Director of Parks and Recreation and the City Attorney. Unless otherwise approved, such fiscal shall be in the form of a letter of credit from a major lending institution, or cash held in escrow. Such fiscal surety shall be held by the City until either the City has accepted all public park improvements and title to the public park land, or the City has approved on final inspection all private park improvements. Such

§ 61 fiscal surety shall be in a form that shall not expire unless specifically released by the City. § 61

PARK LAND DEDICATION AND PARK IMPROVEMENTS OPTION SUMMARY
(The Appropriate Reviewing Authorities shall determine which option is acceptable.)

OPTION ONE

Land Dedication: (3.50 acres per 100 dwelling units) + Park Improvements Fee (\$400.00 per dwelling unit).

OPTION TWO

Land Dedication: (3.50 acres per 100 dwelling unit) + Park Improvements (A minimum of \$400.00 per dwelling unit must be spent on park improvements that meet City specifications).

OPTION THREE

Fee-in-Lieu of Land Dedication: (\$1,050.00 per dwelling unit) + Park Improvements Fee (\$400.00 per dwelling unit).

OPTION FOUR

Privately Owned & Maintained Parks: Private park land and park improvements meeting the standards of this Section.

OPTION FIVE

Alternative Park Land Dedication and Park Improvements Plan: A customized plan that may include combinations of all other options.

(Ordinance 11-032-00 adopted 10/20/11; Ordinance 15-011-00, sec. 2, adopted 2/19/15; Ordinance 15-011-00, sec. 3, adopted 2/19/15; Ordinance 15-011-00, sec. 4, adopted 2/19/15; Ordinance 15-011-00, sec. 5, adopted 2/19/15; Ordinance 16-061-00, sec. 12, adopted 7/7/16; Ordinance 19-062-00 adopted 10/3/19)



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of the minutes for meeting held on July 6, 2023.

BACKGROUND:

Attached are the minutes for meeting held on July 6, 2023.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - July 6, 2023



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

Place 4 – Na'Cole Thompson
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Rick Beverlin

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Opened meeting at 6:00 p.m.
2. Roll Call reflected all present with Councilmember Thompson absent.
3. Sign Ordinance update included actions in progress; PUD; Master Sign requests; variance requests; pylon sign height increase; alternative materials; halo/back lit signage; directory signs; model home signs; flags with logos; post and panel sign for smaller projects; event sign package; and end of August adoption timeline.

The briefing workshop adjourned at 6:20 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened meeting at 7:00 p.m., Invocation was provided by Victoria Chaudhuri with the Baha'i Community and Mayor Christine led the Pledges of Allegiance.
5. Roll Call reflected all present with Councilmember Thompson 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 by Council.

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

James Dean, 2513 Costa Del Sol Drive - commented on Pride proclamation; happy City presented; disappointed three councilmembers left dais; gay and proud of it; being gay is not a sin; and learn to

love each other.

Joel Bercu, 2500 Champions Corner - commented proud City had proud proclamation; a lot of church brought into the last council meeting; live by loving each other and neighbor; a lot of support for pride and hate along with judgment; that community has received bullying; and councilmembers should stand up for everyone.

7. Recognitions/Proclamations/Visitors.
 - Proclamation Recognizing Leander's Indigenous Roots

CONSENT AGENDA: ACTION

Mayor Christine stated consent agenda item 17 has been pulled from the agenda and will be considered separately.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Mayor Pro Tem Esme Mattke Longoria to approve consent agenda items 8 through 16 and 18 through 23.

Vote: 6 - 0

8. Approval of the minutes for meeting held on June 15, 2023.
9. Ratify the approval of road closure of Westbound street parking on Waterfall Avenue between Deercreek Lane and Sunny Brook Drive for Liberty Fest on July 3, 2023.
10. Approval of a Resolution amending authorized representatives to the Texas Local Government Investment Pool ("TexPool/TexPool Prime"), a public funds investment pool.
11. Approval to renew the Employee Health Benefits for Medical/RX, Dental, Vision, Basic and Voluntary Life and Accidental Death & Dismemberment, Short and Long Term Disability, Accident, Cancer, Critical Illness, Hospital Indemnity, Employee Assistance Program, Flexible Spending Account, and Health Savings Account with the current providers for a Short Plan Year, October 2023 – December 2023, to align the Benefit, Calendar and Deductible Year; provide an effective date; and authorize the City Manager to execute any and all necessary documents.
12. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Leander Independent School District (LISD) to provide for concrete pours at Elementary #30, located north of San Gabriel Parkway and west of Frontenac Street in Leander, to perform the larger concrete pours beginning at 1:00 a.m. and the balance of smaller concrete pours, to begin no earlier than 4:00 a.m. from July 7, 2023, through April 30, 2024 (depending on weather conditions), with most of the pours being concentrated July 7, 2023, through January 31, 2024, and requiring LISD to post notifications a minimum of forty-eight (48) hours in advance of the activities.
13. Acceptance of public infrastructure improvements for Travisso Phase 4 Section 6A.
14. Acceptance of public infrastructure improvements for Crystal Village Phase 1A.
15. Acceptance of public infrastructure improvements for Fairways at Crystal Falls Phase 2 Sections 5 and 8.

16. Acceptance of public infrastructure improvements to the Jordan Tract.

17. *[Councilmember Czernek recused himself and left the room.]*

Acceptance of public infrastructure improvements for Carneros Ranch Section 6.

Motion by Councilmember Becki Ross, Seconded by Councilmember Kathryn Pantalion-Parker to approve public infrastructure improvements for Carneros Ranch Section 6.

Vote: 5 - 0

[Councilmember Czernek returned to the room.]

18. Acceptance of public Infrastructure Improvements for Palmera Bluff Section 2.

19. Acceptance of public infrastructure improvements for Palmera Bluff Section 4.

20. Acceptance of public infrastructure improvements for Horizon Lake Phase 3 Sections 1 and 2.

21. Award of Solicitation S23-013 to Chasco Constructors, for construction services for Raider Way and East Woodview Drive (CIP T.12), in the amount of \$15,164,644.00; and authorize the City Manager to execute any and all necessary documents.

22. Award of Solicitation S23-012 for Professional Auditing Services to Whitley Penn LLP in the amount of \$59,900.00 for the first year engagement with the option to extend up to a maximum of five (5) years; and authorize the City Manager to execute any and all necessary documents and renewals.

23. Approval of the Verena at Leander License to Encroach Agreement, Case LA-23-0017, to allow for the installation and maintenance of signage within portions of the right-of-way of Hero Way West, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

24. Mayor Christine opened a Public Hearing at 7:19 p.m. on Zoning Case Z-22-0050 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Speaking Rock PUD (Planned Unit Development) with base zoning district of SFE-2-A (Single-Family Estate) on one parcel of land approximately 10.7563 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 513825; and more commonly known as 1601 Speaking Rock, Leander, Travis County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:19 p.m.

- Discuss and consider action regarding Zoning Case Z-22-0050 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Chris Czernek to approve Zoning Case Z-22-0050 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Speaking Rock PUD (Planned Unit Development) with base zoning district of SFE-2-A (Single-Family Estate) on one parcel of land approximately 10.7563 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 513825; and more commonly known as 1601 Speaking Rock, Leander, Travis County, Texas.

Vote: 6 - 0

25. Mayor Christine opened a Public Hearing at 7:20 p.m. on Annexation Case A-23-0008 regarding the voluntary annexation of 2.3872 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032108; and commonly known as 800 Riva Ridge Road, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:20 p.m.

- Discuss and consider action on Annexation case A-23-0008 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve Annexation Case A-23-0008 regarding the voluntary annexation of 2.3872 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032108; and commonly known as 800 Riva Ridge Road, Leander, Williamson County, Texas.

Vote: 6 - 0

REGULAR AGENDA

26. Discuss and consider action on an Ordinance amending Article 7.02, Judge, of the Code of Ordinances by adding to the provisions for the appointment and term of the Judge, removing a provision regarding removal of the Judge, and adding qualifications for holding the office of Judge; and providing for related matters.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve an Ordinance amending Article 7.02, Judge, of the Code of Ordinances by adding to the provisions for the appointment and term of the Judge, removing a provision regarding removal of the Judge, and adding qualifications for holding the office of Judge; and providing for related matters, following a discussion.

Vote: 6 - 0

27. Discuss and consider action on a Resolution of support for the dissolution of the Leander Library Foundation.

Motion by Mayor Pro Tem Esme Mattke Longoria, Seconded by Councilmember Kathryn Pantalion-Parker to approve a Resolution of support for the dissolution of the Leander Library Foundation.

Vote: 6 - 0

28. 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

29. Council Member Closing Statements.

Kathryn Pantalione-Parker - extended thanks to parks department for 4th of July celebration; appreciate P&Z members for their hard work.

Esme Mattke Longoria - thanked the parks department for 4th of July and new location.

David McDonald - commented the new location for Liberty Fest was good, and thanked the public works, fire and police departments.

Christine DeLisle - commented dinner tonight was from Golden Chick; reminded everyone to shop local;

30. Convened into Executive Session at 7:32 p.m. pursuant to:
1. Section 551.072, Texas Government Code, to deliberate the acquisition of property located in Elijah D. Harmon Survey Abstract 6 for the purpose of a utility easement and temporary construction easement for the Reclaim Water Project (CIP WW.46); and
 2. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, to deliberate with legal counsel regarding Meet and Confer; and
 3. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding *Cause No. 20-0217-C425* Daniel Brown, Maria Brown and ZG Properties, LLC vs City of Leander.

Reconvene into open session at 9:14 p.m. to take action as deemed appropriate in the City Council's discretion regarding:

1. Reclaim Water Project (CIP WW.46); and
2. Meet and Confer; and
3. *Cause No. 20-0217-C425* Daniel Brown, Maria Brown and ZG Properties, LLC vs City of Leander.

Motion by Mayor Pro Tem Esme Mattke Longoria, (Item 1) to authorize the purchase of Parcel 8 located in the Elijah D. Harmon Survey Abstract 6 for the purpose of a utility easement and temporary construction easement for the Reclaimed Water Project (CIP WW.46).

Vote: 6 - 0

(Item 2) No action.

Vote: 6 - 0

(Item 3) No action.

Vote: 6 - 0

31. Adjourned at 9:15 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Award of Solicitation S23-008 to Hunden Strategic Partners, Inc., for the Hotel Market Feasability Study, in the amount of \$75,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The purpose of the study is to solicit competitive proposals to prepare a Hotel Market Feasability Study to assist in attracting a Full-Service Hotel and Convention Center. The study will also assist in determining what type of hospitality project is economically feasible and what amenities will be needed. The study will be provided to potential hotel developers and brands that may be interested in developing in Leander. In 2021, the Texas Legislature passed HB 4103, allowing Leander to capture the state's share of sales tax and hotel occupancy tax revenue within one thousand (1,000') feet of a qualified hotel and convention center project for a period of ten (10) years. Bids for this project were received on May 11, 2023, with six (6) bids received. Hunden Strategic Partners, Inc. has a considerable amount of experience in conducting hotel feasibility studies and is deemed highly qualified for the project. This study would be jointly funded by the City and the Leander Chamber of Commerce if approved by both boards. A breakdown of funding is as follows:

City Contribution: \$55,000

Chamber Contribution: \$20,000

RECOMMENDATION:

Staff recommends approval of Hotel Feasability Study, in the amount of \$75,000.00 to Hunden Strategic Partners Inc, and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Randall Malik, CECd

Fiscal Impact

Amount requested: \$75,000.00

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): New

Recurring or one-time: One-Time

Fund source (Operating / Utility / etc.): HOT

Attachments

1. Contract Document
2. Evaluation Matrix
3. RFP

**CONTRACT BETWEEN THE CITY OF LEANDER ("City")
AND
HUNDEN PARTNERS ("Contractor")
FOR
HOTEL MARKET FEASIBILITY STUDY
S23-008**

The City accepts the Contractor's Offer (as referenced in Section 1.1.4 below) for the above requirement and enters into the following Contract.

This Contract is between Hunden Partners having offices at 213 W. Institute Place, Suite 707, Chicago, IL 60610, and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract Cover Sheet
- 1.1.2 City of Leander Standard Definitions, Terms and Conditions, as amended.
- 1.1.3 The City's Solicitation, Request for Proposal (RFP), S23-008 as incorporated herein as Exhibit A.
- 1.1.4 Hunden Partners Offer, dated May 11, 2023, including subsequent clarifications and best and final offer (BAFO) dated July 6, 2023, as incorporated herein as Exhibit B.

1.2 Order of Precedence: Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract Cover Sheet
- 1.2.2 City of Leander Standard Definitions, Terms and Conditions, as amended.
- 1.2.3 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference.
- 1.2.4 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Compensation: This Contract is for an amount not to exceed \$75,000.

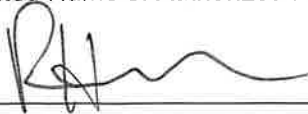
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

HUNDEN PARTNERS

Rob Hunden

Printed Name of Authorized Person



Signature

President & CEO

Title:

7/14/23

Date:

CITY OF LEANDER

Richard Beverlin

Printed Name of Authorized Person

Signature

City Manager

Title:

Date:

EXHIBIT A – City's Solicitation
EXHIBIT B – Contractor's Offer

EVALUATION MATRIX
RFP S23-008
HOTEL MARKET FEASIBILITY STUDY

Evaluation Category	Maximum Points	Hunden Partners	CH Johnson Consulting	McCaslin	Hotel & Leisure	Con-Real	Destination Services
Experience & Relevant Qualifications	25	24	24	17	24	22	21
Proposed Fee Structure/ Cost of Services	25	23	21	21	17	15	15
Ability to meet the project objectives and the requirements of the scope of Services	25	23	21	21	17	10	14
Work Samples & References	25	24	24	22	21	18	15
Total	100	94	90	81	79	65	65

Recommended for Award: **Hunden Partners**

ADDENDUM NO. 2

Date: **MAY 1, 2023**

Project Name: S23-008 Hotel Market Feasibility study

Please note the **clarification** and/or additional information for the solicitation referenced above Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

Correction. Respondent's Reference Sheet

Provide the name, address, telephone number and E-MAIL of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last Five (5) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Approved by



Kay Johnson, Purchasing Agent

By the signatures affixed below, Addendum No. 2 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Vendor

Authorized Signature

Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

ATTACHMENT A
RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last Five (5) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

- | | | |
|------|-----------------------|--------------------|
| 1. | Company's Name | <hr/> |
| | Name of Contact | <hr/> |
| | Title of Contact | <hr/> |
| | E-Mail Address | <hr/> |
| | Present Address | <hr/> |
| | City, State, Zip Code | <hr/> |
| | Telephone Number | ()
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| | Fax Number: | ()
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| 2. | Company's Name | <hr/> |
| | Name of Contact | <hr/> |
| | Title of Contact | <hr/> |
| | E-Mail Address | <hr/> |
| | Present Address | <hr/> |
| | City, State, Zip Code | <hr/> |
| | Telephone Number | ()
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| 3. | Company's Name | <hr/> |
| | Name of Contact | <hr/> |
| | Title of Contact | <hr/> |
| | E-Mail Address | <hr/> |
| | Present Address | <hr/> |
| | City, State, Zip Code | <hr/> |
| | Telephone Number | ()
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| | Fax Number: | ()
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FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

ADDENDUM NO. 1

Date: **MAY 1, 2023**

Project Name: S23-008 Hotel Market Feasibility study

Please note the **clarification** and/or additional information for the solicitation referenced above. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

Questions/Answers:

Questions

1. In regards to submission details, can the city speak to where (following which Tab) the completed and signed COI should appear in the submission?

The signed COI should be included as tab 6.

2. Part 1V of the solicitation mentions "work sample attachments". Can the City clarify whether or not attachments should be fully completed report samples or limited-page project sheets describing previously completed projects?

Limited-page project sheets demonstrating the results of the project would be preferred.

3. What is the preferential branding of the final report? Is the preference for the report to be branded as City of Leander or on vender branding?

Vender branding would be preferred.

4. Can you please provide specifics around how the city of Leander intends use and distribute the report? For example, do you anticipate broad distribution to developers and interested parties or will the report supplement individual conversations with selected key developers? Will it be included in a larger document alongside other reports related to the feasibility of this project?

Should the study demonstrate sufficient hotel and meeting space demand, the City intends to distribute the report to developers and plans to commission a site study to help determine the best site for the Hotel and Convention Center.

5. We note in the RFP document that you identify the subject property as a "Full-Service Hotel and Convention Center". Please clarify what you envision for a Convention Center and any other planned citywide infrastructure projects in order to support the development? Shall our work contemplate a full-service hotel with significant meeting, banquet and exhibition space?

The study should contemplate a full-service hotel with significant meeting, banquet, and exhibition space. Infrastructure to support the development will be evaluated during the

site selection phase.

6. Does the City have any land parcels identified as potential development sites for this Hotel? Is the site(s) controlled by the City or privately held?

The potential site has not been identified. A site study will be commissioned if the market feasibility study demonstrates sufficient demand.

7. Does the City of Leander have any comparable or benchmark hotels / cities that would be identified as similar to the vision being proposed?

No comparable or benchmark hotels have been identified. The study should reference the Hotel and Convention Centers in Georgetown, Round Rock, and Cedar Park (proposed).

8. Is the city of Leander considering a public private partnership for the project?

Yes. The City is open to utilizing incentives for the project.

9. In reviewing the RFP, we are wondering if you would like us to include a full scope of work? We see that you are looking for a positive commitment that we can provide the services in the cover letter, but did not see a request for a full scope in the other tabs. If you could advise, we would appreciate it.

The preference would be a scope of work outlining tasks and timeframes

Approved by

Kay Johnson, Purchasing Agent



By the signatures affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

Vendor

Authorized Signature

Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.



Purchasing Division
105 N. Brushy Street
Leander, TX 78641
www.leandertx.gov

Solicitation #S23-008

**REQUEST FOR PROPOSAL
HOTEL MARKET FEASIBILITY STUDY**

Responses Due: May 11, 2023



REQUEST FOR PROPOSAL HOTEL MARKET FEASIBILITY STUDY

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks an agreement with a qualified Individual, Firm, or Corporation, herein “Respondent”, to conduct a market study to determine the feasibility of a Full-Service Hotel and Convention Center.
2. **GOAL:** The goal is to determine what type of hospitality project is economically feasible and what amenities will be needed. The study will be provided to potential hotel developers and brands that may be interested in developing in Leander. The purpose of the RFP is to solicit competitive proposals to prepare a Hotel Market Feasibility Study to assist in attracting a Full-Service Hotel and Convention Center. In 2021, the Texas Legislature passed HB 4103, allowing Leander to capture the state’s share of sales tax and hotel occupancy tax revenue within 1,000 feet of a qualified hotel and convention center project for a period of 10 years.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/city_of_leander_tc_2022_terms_and_cond_updated_nov_2022.pdf
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.
4. **ATTACHMENTS:** Attachments A through B are herein made a part of this solicitation.
 - 4.1. Attachment A: Reference Sheet
 - 4.2. Attachment B: CIQ Form
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Kay Johnson
Purchasing Department
City of Leander
Telephone: 512-528-2730
kjohnson@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the provision or service described herein.
7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
 - Reference of Respondent and of Respondent's services;
 - Quality of the Respondent's services;
 - The extent to which the services meet the City's needs;
 - Respondent's past relationship with the City;
 - Any relevant criteria specifically listed in the solicitation to include, but not limited to, the results of the vendor's proposed program demonstration and field test of Fuel Card.
- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response to determine the most highly qualified Respondent on the basis of demonstrated competence and qualifications using the following weighted criteria. A consensus score will be assigned to each response. A committee of City of Leander evaluators has been established to evaluate the Solicitation Responses.

Criteria	Possible Points
Experience and Relevant Qualifications	25
Proposed Fee Structure/Cost of Services	25
Ability to meet the project objectives and the requirements of the scope of services	25
Work Samples and References	25
TOTAL	100

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff

recommendation and executed agreement. Award announcement will appear on the City's website at <https://bids.leandertx.gov/>.

- 9.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
- 9.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.
- 9.3. A completed CIQ Form, herein Attachment B, is required with each response.
- 9.4. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.
<https://ecode360.com/39572688>
10. **AGREEMENT TERM**: The terms of the awarded agreement shall include but not be limited to the following:
 - 10.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
 - 10.1.1. Solicitation document, attachments and exhibits;
 - 10.1.2. Solicitation addendums, if applicable;
 - 10.1.3. City's Definitions, Terms and Conditions;
 - 10.1.4. Successful Respondent's submission.
 - 10.2. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
 - 10.3. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
11. **PROMPT PAYMENT POLICY**: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 11.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or

- 11.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 11.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 11.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
12. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

Event	Event Date*
RFP Released	April 6, 2023
Deadline for Vendor Questions Submitted to the City of Leander	April 27, 2023 at 5:00 PM CST
Questions and Answers to be posted on the City of Leander website on or before	May 4, 2023 at 5:00 PM CST
RFP Opened (last day to submit Responses)	May 11, 2023 at 2:00PM CST
Contract Award Target	July 2023
Oral Presentation (if necessary)	TBD
Services to begin upon execution of contract	

*The City of Leander reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Vendors through a posting on the City of Leander website. It is the responsibility of interested Vendors to check the City of Leander website for all updates and changes.

All questions regarding the solicitation shall be submitted via website

<https://bids.leandertx.gov/>. By 2:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage at:
<https://bids.leandertx.gov/>.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at **<https://bids.leandertx.gov/>** for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **2:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

**City of Leander
Purchasing Department
105 N. Brushy Street
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

- 3.1. Responses received after this time and date shall not be considered.
- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **“DO NOT OPEN”**.
- 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
- 3.4. Late responses will be returned to Respondent unopened if return address is provided.
- 3.5. Responses cannot be altered or amended after opening.
- 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:
- 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
- 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
- 4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
- 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
- 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
- 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
- 4.5.2. The City shall continue this process until an agreement is entered into or until all negotiations are terminated.
- 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:

- 5.1. Identify specific milestones, goals and strategies to meet objectives.
- 5.2. Provide City contact(s) information for implementation of agreement.
6. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **OBJECTIVE:** The City of Leander seeks to enter into an agreement with a qualified Respondent to determine the market feasibility of development of a Full-Service Hotel and Convention Center. The study will be provided to potential hotel developers and brands that may be interested in developing in Leander. The purpose of the RFP is to solicit competitive proposals to prepare a Hotel Market Feasibility Study to assist in attracting a Full-Service Hotel.
2. **BACKGROUND:** In 2021, the Texas Legislature passed HB 4103, allowing Leander to capture the state's share of sales tax and hotel occupancy tax revenue within 1,000 feet of a qualified hotel and convention center project for a period of 10 years.
3. **SCOPE OF WORK:**
 - 3.1. Market Demand Analysis that focuses on future lodging, hospitality and convention center demand with the City of Leander;
 - 3.2. Review competitive and proposed facilities in both Leander and surrounding communities;
 - 3.3. Key amenities needed to attract full-service hotel and convention center;
 - 3.4. Financial projections, with financial pro forma that can be provided to potential hotel developers and franchises;
 - 3.5. Projected Average Daily Rate (ADR), occupancy, Revenue per Available Room vs. Competing Hotels;
 - 3.6. Projected amount of existing hotel demand, without impacting full-service hotel and convention center;
 - 3.7. Forecast potential incentive amounts/scenarios through utilizing sales and hotel occupancy tax incentives available through HB 4103.

Facility Recommendation

As part of the analysis, make recommendations for the following:

- Banquet and meeting space requirements;
- Number and mix of guest rooms;
- Other facilities and amenities;
- General siting requirements, including number of acres, parking spaces, total square foot of facility;
- Potential scenarios evaluated should include dense urban location or self-contained Hill Country Resort Style, and Proforma should reflect Demand, Cost and viability of said options;

Implementation Plan

- Study shall also include general scope for RFI/ development of Phase 2, soliciting specific sites and proposals by the private sector for said facilities.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS**: To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed twenty (25) pages** in length (excluding title page, index/table of contents, work sample attachments (on flash drive) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper.

The Respondent shall submit **one (1) original signed paper copy and two (2) copies** of its Response.

In addition, the Respondent shall submit one (1) flash drive containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The flash drive shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide a flash drive may result in disqualification for award.**

If supplemental materials are included with the Response the flash drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- TAB #1** 1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

- TAB #2** 1.2. Letter of Transmittal (1 page) – Identify the services for which solicitation has been prepared.
- 1.2.1. Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.
- 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
- 1.2.3. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

- TAB #3** 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

- TAB #4** 1.4. Qualifications of Respondent – Respondent shall provide brief history of the organization and explanations of unique qualifications for consideration. Information shall provide length of years in business.

- TAB #5** 1.5. References - Provide the name, address, telephone number and e-mail of at least three (3) firms applicable to Municipal, Government, or Clients that respondent has worked with on a similar study as the one outlined in the scope within the last five (5) years. Attachment A: Reference Sheet is herein provided.

- 1.6. Proposed Fee Structure/Cost of Services – Respondent shall provide estimated cost of study.

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link: <https://ecode360.com/39572688>

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 agree 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 or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, 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.

Sec. 9.05.009(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 five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember 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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Standard Definitions, Terms and Conditions

By acceptance of a Purchase Order or Agreement, or response to a Solicitation, Vendor agrees the following terms and conditions, without modification, will govern:

I. **DEFINITIONS**

The following definitions shall be used to identify terms throughout procurement documents:

- A. **ADDENDUM** – A written instrument issued by the City that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
- B. **AGREEMENT/CONTRACT** – A mutually binding legal document obligating the Vendor to furnish the goods, equipment or services specified within the Solicitation and obligating the City to pay for the goods, equipment, or services specified.
- C. **APPROPRIATE, APPROPRIATED, OR APPROPRIATION** – The adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
- D. **BID/PROPOSAL/RESPONSE/OFFER/QUOTE/QUOTATION** – A complete, properly signed response to a Solicitation that, if accepted, would bind the Respondent to perform the resulting Contract.
- E. **BIDDER/PROPOSER/RESPONDENT/OFFERER** – A person, firm or entity identified throughout the Solicitation that they consider themselves qualified to provide the goods, equipment or services specified herein, and are interested in making an offer to provide the goods, equipment or services to the City.
- F. **CITY** – The City of Leander, a home-rule municipal corporation located in Williamson County, Texas.
- G. **DELIVERABLES** – The goods, products, materials, and/or services to be provided to the City under a Purchase Order or Contract.
- H. **DUE DATE** – The date and time specified for receipt of Bids, Proposals, Responses, Offers, Quotations and Qualification Statements.
- I. **GOODS** – Materials, supplies, commodities and/or equipment.
- J. **LATE OFFER** – A Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
- K. **NON-PROFESSIONAL SERVICES** – services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- L. **PIGGYBACK CONTRACT** – A Contract or Agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies and active State of Texas CO-OP entities.
- M. **PURCHASE ORDER** – An order placed by the City for the purchase of goods or services issued on the City’s standard purchase order form and which, when accepted by the Vendor, becomes a Contract. The Purchase Order is the Vendor’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
- N. **PROFESSIONAL SERVICES** – Services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
- O. **REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ)** – A solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- P. **RESPONSIBLE** – Refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- Q. **RESPONSIVE** – Meeting all the requirements of a Solicitation.
- R. **SERVICES** – Work performed to meet the requirements and demand of the Purchase Order. The furnishing of labor, time, or effort by the Vendor and their ability to comply with promised delivery dates, specification and technical assistance specified.
- S. **SOLICITATION/INVITATION TO BID/REQUEST FOR PROPOSALS/REQUEST FOR QUOTES** – The Solicitation document issued by the City containing terms, conditions and specifications for the service or commodity to be procured.
- T. **SUBCONTRACTOR** – Any person or business enterprise providing goods, labor, and/or services to a Vendor if such goods, equipment, labor, and/or services are procured or used in fulfillment of the Vendor’s obligations arising from a Contract with the City.
- U. **VENDOR/CONTRACTOR** – Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from an Agreement or Purchase Order.

II. **SOLICITATIONS**

A. **CONFLICT OF INTEREST:**

Chapter 176 of the Texas Local Government Code requires an entity contracting or seeking to contract for the sale or purchase of property, goods, or services with a local governmental entity to disclose any affiliation or business relationship which might create a conflict of interest with a local government entity. The Conflict of Interest Questionnaire is available from the Texas Ethics Commission at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm, and completed forms must be submitted to the appropriate records administrator of the City not later than the seventh business day after the date the entity begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a Request for Proposals or Bids, correspondence, or another writing related to a potential Agreement with the local governmental entity. If responding to a Solicitation, the Conflict of Interest Form may be submitted with the Response. The completed forms may be mailed or hand delivered to the City Secretary at the following address: The City of Leander, Office of the City Secretary, City Hall, 105 N. Brushy St Leander, TX 78641. This legislation is subject to change and each entity should consult its own attorney regarding the current law. Any attempt to intentionally or unintentionally conceal a conflict of interest may result in disqualification of any response to a solicitation. The validity of the Contract is not affected solely because of failure to comply with the conflict of interest disclosure requirements.

B. **COMMUNICATIONS WITH THE CITY:**

To insure the proper and fair evaluation of a Solicitation, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award of the Solicitation then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Leander Purchasing Office, Attn.: Purchasing Agent, PO Box 319, 105 N. Brushy St, Leander, TX 78641-0319, 512-528-2730, FAX: 512-528-2829, kjohnson@leandertx.gov.

C. **DISCLOSURE OF PENDING LITIGATION:**

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

D. **CONFIDENTIALITY OF RESPONSES, PUBLIC INFORMATION ACT:**

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to

safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to Requests for Proposals shall be opened in a manner that avoids disclosure of the contents to competing offeror and keeps the proposals secret during negotiations as provided for in Section 252.049 of the Local Government Code.

E. CLARIFICATIONS, WAIVER OF MINOR TECHNICALITIES OR DISCREPANCIES:

The City reserves the right to request clarification or additional information specific to any Response after all Responses have been received and the Solicitation Due Date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

F. COST OF PREPARATION OF RESPONSE:

All costs directly or indirectly related to preparation of a Response to this Solicitation or any oral presentation required to supplement and/or clarify a Response which may be required by the City shall be the sole responsibility of the Respondent.

G. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

H. WITHDRAWAL OF A RESPONSE:

A Response may be withdrawn prior to the submission deadline by submitting a written request for its withdrawal to the Purchasing Office. A new Response may be submitted and must be received prior to the submission deadline to be considered. Modifications offered in any manner will not be considered if submitted after the submission deadline.

I. DETERMINATION OF AWARD, RESULTING AGREEMENT:

In determining award, the City reserves the right to select the acceptable Respondent who will offer contractual terms and conditions most favorable to the City. All requirements stated in the Solicitation shall become a part of any Contract, Agreement or Purchase Order awarded as a result of the Solicitation, and any deviations from these requirements must be specifically stated and defined by the Respondent in their Response. Requests for clarification and the responses(s) shall also become a part of any Contract, Agreement or Purchase Order resulting from the Solicitation.

J. AFFIRMATIONS AND CERTIFICATIONS:

By signature on and submission of a Response, Respondent certifies they have not conspired with any other potential supplier in any manner to attempt to control competitive pricing. By signature on and submission of a Response, Respondent certifies they are duly qualified, capable and a bondable business entity not in receivership or contemplating same, and has not filed for bankruptcy. By signature on and submission of a Response, Respondent affirms that they will not discriminate against any employee or applicant as prohibited by law.

K. REQUIREMENTS FOR SUBMISSION OF RESPONSE OF FORMAL SOLICITATION:

1. All Responses must be submitted on the form provided by the City, and accompanied by all required attachments. Each Response shall be placed in a separate envelope and properly identified with Solicitation Number and Opening Date. Responses must be time-stamped at the Purchasing Office, 105 N. Brushy St, Leander TX 78641, PO Box 319, Leander, TX 78646, on or before due date and time shown on the Solicitation form. Late Responses will not be considered.
2. If applicable, Respondent will show exact cost to deliver. Responses must specify unit price on the quantity specified, extend and show total. Unit prices shall govern, including in case of errors. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.
3. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon request. Do not include taxes in Response to any Solicitation.
4. Unless stated otherwise, any catalog, brand name or manufacturer's reference used in the Solicitation is descriptive (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered. If quoting on other than referenced specifications, the Response MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the Response. If Respondent does not identify exceptions to the specifications shown in this Invitation, Respondent will be required to furnish brand names, numbers, etc., as shown in the Solicitation.
5. Response must show the number of days required to deliver items or provide services to the City's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded.

L. PURCHASE ORDERS

A. GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE:

A Purchase Order is the City's commitment to make procurement and is subject to Vendor's acceptance of the City's terms and conditions.

2. ABSENCES OF PURCHASE ORDER OR AGREEMENT:

The City is not responsible for delivery of any materials or services without a proper Purchase Order.

3. VENDOR'S OBLIGATIONS:

The Vendor shall fully and timely provide all deliverables described in the Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

4. EFFECTIVE DATE/TERM:

Unless otherwise specified in the Solicitation, this Agreement shall be effective as of the date the City issues and signs the Purchase Order, and shall continue in effect until all obligations are performed in accordance with the Agreement.

5. SUBCONTRACTORS:

If the Vendor utilizes Subcontractors in providing the goods and/or services under this Purchase Order, the Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Vendor shall:

- a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
- b. Prohibit the Subcontractor from further subcontracting any portion of the Agreement without the prior written consent of the City and the Vendor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

- c. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Vendor in sufficient time to enable the Vendor to include same with its invoice or application for payment to the City in accordance with the terms of the Agreement;
- d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Vendor, with the City being a named insured as its interest shall appear;
- e. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City;
- f. Pay each Subcontractor its appropriate share of payments made to the Vendor not later than ten (10) calendar days after receipt of payment from the City.

6. DELAYS:

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified in Section IV. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

7. FORCE MAJEURE:

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

8. INSURANCE REQUIREMENTS:

Unless specific insurance requirements are noted, Vendor shall maintain insurance coverage appropriate for the fulfillment of the Purchase Order. In the event the Vendor, its employees, agents or subcontractors enter premises occupied by or under the control of the City, the Vendor agrees to maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Purchase Order, and will maintain Workers' Compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing on premises occupied by or under control of the City. The Vendor shall not commence work until the required insurance is obtained. Upon request, Vendor shall provide a copy of its insurance policies to the City within fourteen (14) days. Failure to provide the required certificate of insurance may subject the vendor to disqualification from consideration for award. The Vendor must also forward a certificate of insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

a. Insurance Requirements:

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- Builder's Risk: based upon full construction costs, if required per contract
- Workers' Compensation and Employers' Liability

State of Texas:	\$1,000,000 Each Accident
Employer's Liability:	\$ 100,000 Each Accident
	\$ 500,000 Disease-Policy Limit
	\$ 100,000 Disease-Each Employee
- Waiver of Subrogation
- Commercial General Liability

Bodily Injury & Property Damage	
General Aggregate Limit:	\$1,000,000
Personal & Advertising Injury Limit:	\$ 500,000
Each Occurrence Limit:	\$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- Commercial Automobile Liability Limits

Bodily Injury & Property Damage

Combined Single Limit:	\$1,000,000
Medical Payments:	\$ 5,000 Per Person
Uninsured/Underinsured Motorist	\$ 100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Leander at 105 N. Brushy Street, Leander, TX 78641.

9. EXCEPTIONS TO SPECIFICATIONS:

Any deviation from the specifications must be clearly indicated in the Response to the Solicitation or promptly documented in writing at or before the time of the award. Any deviations or exceptions are subject to review by the City and may be grounds for rejection.

10. TRAVEL EXPENSES:

All travel, lodging and/or per diem expenses associated with providing the materials, equipment or services specified must be included in the original Quotation and/or the resulting Purchase Order or Agreement. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

11. HUB REQUIREMENTS:

The City complies with the requirements of the State of Texas *Local Government Code*, Chapter 252, Section 252.0215.

12. SPECIAL TOOLS AND EQUIPMENT:

If the price stated in the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Vendor to fulfill the Agreement, such special tooling and/or equipment and all process sheets associated thereto shall become the property of the City and shall be identified by the Vendor as such.

B. SERVICES

1. PLACE AND CONDITIONS OF WORK, ACCESS TO SITE:

If Services are to be performed principally on the City's premises or in public rights of way, the City shall provide the Vendor access to the sites where the Vendor is to perform the Services as required in order for the Vendor to perform in a timely and efficient manner, in accordance with and subject to applicable security laws, rules and regulations. The Vendor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of the materials, equipment, labor and facilities necessary to perform the Services and any other conditions or states of fact which could, in any way, affect performance of the Vendor's obligations under the Agreement. The Vendor shall promptly notify the City if the actual site or service conditions differ from the expected conditions and failing to do so, hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature.

2. VENDOR TO PROVIDE ALL MATERIAL, EQUIPMENT, LABOR:

Vendor shall provide all goods and labor necessary to perform Services. All material must be new and all equipment utilized must be in good safe working condition and suitable for Services. Vendor shall employ all personnel for Services in accordance with the requirements of applicable local, state, and federal law.

3. WORKFORCE:

If Services are to be performed principally on the City's premises or on public right-of-ways:

Vendor shall employ only orderly and competent workers, skilled in the performance of the Services which they will perform under the Agreement. Vendor, its employees, subcontractors and subcontractor's employees while engaged in participating in a Solicitation or while in the course and scope of delivering goods and services under a City Purchase Order or Agreement may not: use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Agreement; or use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated or under the influence of alcohol or drugs while on the job.

If the City or the City's representative notifies the Vendor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Vendor shall immediately remove such worker from Agreement services and may not employ such worker again on Agreement services without the City's prior consent.

4. COMPLIANCE WITH ALL HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS:

If Services are to be performed principally on the City's premises or on public rights of way, the Vendor, its subcontractors and their respective employees, shall comply fully with all applicable federal, state and local health, safety and environmental laws, ordinances, rules and regulations in the performance of the Services, including but not limited to those promulgated with the City and the Occupational Safety and Health Administration (OSHA). In the case of conflict, the most stringent safety requirement shall govern. The Vendor shall defend, indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liabilities of any kind or nature arising from the breach of the Vendor's obligations under this paragraph.

5. STOP WORK NOTICE:

The City may issue an immediate Stop Work Notice in the event the Vendor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Vendor shall cease all work until notified by the City that the violation or unsafe condition has been corrected. The Vendor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6. WARRANTY OF SERVICES:

Vendor warrants and represents that all Services to be provided to the City under the Agreement will be fully and timely performed in good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions and covenants of the Agreement and all applicable Federal, State and local laws, rules or regulations. This warranty may not be limited, excluded or disclaimed and any attempt to do so will be without force or effect. Unless otherwise specified, the warranty period shall be a minimum of one (1) year from acceptance by the City of Services. In the event any applicable warranty is breached, the Vendor shall promptly upon receipt of demand of performance, perform the Services again in accordance

with the above standard at no additional costs to the City. All costs incidental to such additional performance shall be borne solely by the Vendor. The City shall endeavor to give the Vendor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. In the event the Vendor is unable or unwilling to perform the services in accordance with the above standards as required by the City, then in addition to any other available remedy, the City may reduce the amount of services originally required to purchase from the Vendor under the Agreement and procure conforming services from other sources. In such event, the Vendor shall pay the City upon demand the increased cost, if any, incurred by the City to procure such services from an alternative source.

C. DELIVERY

1. NO SUBSTITUTIONS OR CANCELLATIONS:

Unless specifically permitted in writing by the City, no substitutions or cancellations shall be acceptable.

2. NOTICE OF DELAY IN DELIVERY:

If a delay in delivery is anticipated, Vendor shall give written notice to the City. The City has the right to extend the delivery time/service date, or to cancel the Purchase Order or Agreement. Vendor shall keep the City advised at all times of the status of the order. Default in promised delivery, service or failure to meet specifications authorizes the City to procure the goods or services from an alternate source and charge the full increase, if any, in cost and handling to defaulting Vendor. Default on delivery may result in legal action and recourse.

3. RIGHT OF INSPECTION AND REJECTION:

The City expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the City to facilitate such inspection.

4. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept such deliverables, the City may do so. The Vendor shall pay all claims, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If discovery that the deliverables are defective or non-conforming occurs after final payment, Vendor may be required to refund such amounts to the City.

D. PAYMENT

1. TAX EXEMPT STATUS:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. INVOICING REQUIREMENTS:

Unless otherwise specified, all invoices shall be submitted to City of Leander, Accounts Payable, PO Box 319, Leander, TX 78646, and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice, if applicable. Invoices for labor must include a copy of all time sheets with labor rate and Purchase Order or Agreement number clearly identified. Invoices for labor shall also include a tabulation of hours worked at the appropriate rates and grouped by work order number, if applicable. Time billed for labor shall be limited to hours actually worked at the work site.

3. PAYMENT TERMS:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subchapter B, Chapter 2251. The City will make every effort to pay Vendor within thirty days after the later of: acceptance of goods, supplies, materials, equipment; the day of performance of services was completed; or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. RIGHT TO AUDIT:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

5. FIRM PRICING:

The price shall remain firm for the duration of the Purchase Order or Contract, or extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and cost associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6. PRICE WARRANTY:

The Vendor warrants the prices quoted are not materially higher than the Vendors current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

7. VENDOR OWING TAXES OR FEES TO THE CITY:

Payment will not be made to any person, firm or in arrears in taxes or fees to the City.

IV. TERMS, CONDITIONS AND ADDITIONAL REQUIREMENTS

A. VENDOR'S OBLIGATION:

Vendor shall fully and timely provide all deliverables described in Solicitation and in the Vendor's Offer in strict accordance with the terms, covenants and

conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

B. DEFAULT:

Vendor shall be in default under the Agreement if the Vendor: (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (c) makes a material misrepresentation in Vendor's Offer, or in any report or deliverable required to be submitted by Vendor to the City.

C. ABANDONMENT OR DEFAULT:

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the services elsewhere may be charged the difference in service if any and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of service unless the scope of work is significantly modified.

D. TERMINATION/CANCELLATION:

1. TERMINATION FOR CAUSE:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Vendor List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. NON-APPROPRIATION:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.

4. CANCELLATION:

The City reserves the right to cancel the Agreement for default on all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

E. FRAUD:

Fraudulent statements by the Vendor on any Offer or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

F. INDEMNITY:

VENDOR SHALL DEFEND (at the option of the City), INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT. THE VENDOR AND THE CITY ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHOMAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

G. LIABILITY:

Any person, firm or corporation performing services pursuant to this Agreement or Purchase Order shall be liable for all damages incurred while in the performance of such services. Vendor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

H. INFRINGEMENT:

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by a person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under the Section, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Vendor.

I. DAMAGE TO CITY PROPERTY:

Vendor shall be responsible for any and all damage to the City's equipment and/or property, the workplace and its contents, by its work, negligence in work, its personnel and equipment. Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

J. OVERCHARGES:

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

K. CONFIDENTIALITY:

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

L. CODES, PERMITS, LICENSES:

Vendor shall comply with all federal, state and local standards, codes and ordinances and the terms and conditions of the services of the electric utility, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

M. ADVERTISING/PUBLICITY:

Vendor shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

N. INDEPENDENT CONTRACTOR:

The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

O. LIENS:

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all labor, goods and services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances.

P. ASSIGNMENT/DELEGATION:

The Agreement shall be binding upon and endure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Section. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

Q. INTERPRETATION:

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

R. GOVERNING LAW AND VENUE:

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Leander, TX, and the venue for any action related to this Agreement shall be Leander, TX. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the city's defense of sovereign immunity.

S. INTERLOCAL COOPERATIVE PURCHASING/PIGGYBACK CONTRACTS:

Other governmental entities may be extended the opportunity to purchase from Solicitations of the City, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Vendor's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

T. SURVIVABILITY OF OBLIGATIONS:

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

U. CLAIMS:

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below.

V. NOTICES:

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or

other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's Offer or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Leander, Purchasing Office, PO Box 319, Leander, Texas 78646 and marked to the attention of the Purchasing Agent.

W. GRATUITIES:

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performing of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor, as a result of the gratuities.

X. PERSONAL INTEREST PROHIBITED:

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of the performance of the any Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as an increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself.

Y. WAIVER:

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

Z. DISPUTE RESOLUTION:

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

AA. INVALIDITY:

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

BB. RIGHT TO ASSURANCES:

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

CC. ANTI-BOYCOTT VERIFICATION: 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, the Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the 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

DD. IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATIONS: To the extent this Agreement constitutes 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, the Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Vendor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Award of Solicitation S23-003 to Kimley-Horn and Associates, Inc. for professional services for the US Hwy 183 Corridor Study in the amount of \$500,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Solicitation S23-003 was issued in February 2023 for the procurement of professional services related to provide the development of multimodal corridor studies that will assist the City of Leander with a multimodal corridor study for US Hwy 183 from the Bryson Ridge Trail split from 183A Toll to Osage Drive. The study will identify needs and develop a context-sensitive transportation vision for several different subareas along the corridor. Additionally, the study will identify catalytic land use and place making opportunities within key focus areas. The study will build upon previous local and regional plans and will guide recommendations for the City of Leander's use of the corridor including traffic signals at intersections, intersection improvements, pedestrian crossing and safety zones, crosswalks, sidewalks, shared use paths, pedestrian bridges, signals, a speed analysis, and the implementation of the City's Comprehensive Plan, Transportation Master Plan, Old Town Master Plan, and other planning efforts. The solicitation was announced through:

- The Hill Country News
- City of Leander website: [<https://bids.leandertx.gov/rfp/corridor-study-scope-collaboration>]
- State of Texas ESBD website (statewide notice)
- Williamson County CMBL and HUB vendor notification)

One hundred eleven (111) vendors were notified directly of the solicitation. Four (4) bids were received. After initial review by the evaluation team, four (4) firms were invited to interview. After the interviews, Kimley-Horn was selected as the most qualified firm.

RECOMMENDATION:

Staff recommends approval of Professional Service Agreement T.58-KHA-S23-003 in the amount of \$500,000.00; and authorize the City Manager to execute any and all required documents.

PRESENTER:

Robin Griffin, Executive Director of Development Services

Fiscal Impact

<u>Amount requested:</u>	\$500,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	60-02-5610 & 60-03-5610

Attachments

1. Professional Services Agreement KHA

2. Scoring Matrix

3. Solicitation S23-003

Kimley-Horn and Associates, Inc.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS AGREEMENT, is made and entered into this day by and between the City of Leander, a home rule municipal corporation, organized and existing under the laws of the State of Texas, acting by and through its duly authorized representative, and hereinafter referred to as the OWNER, and Kimley-Horn and Associates, Inc., acting by and through its duly authorized representative, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER has determined the need to undertake the following project Corridor Study for US 183 (the "PROJECT"); and

WHEREAS, to address the PROJECT needs, the OWNER requires professional engineering and associated services; and

WHEREAS, the ENGINEER, having professional and technical employees versed in fields of endeavor appropriate for the conduct of the PROJECT including employees duly licensed and registered to practice engineering in the State of Texas, and employees or Subconsultants duly licensed and registered in the State of Texas to provide land surveying and other required professional services, and has the professional abilities and expertise to undertake the required services; and

WHEREAS, the ENGINEER has agreed to provide professional engineering and related services for PROJECT, as is more fully set out in Exhibit "A";

NOW THEREFORE, the OWNER and the ENGINEER, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services to be furnished or rendered by the ENGINEER and to the payment for these services by the OWNER, as set forth above and hereinafter.

SECTION I
EMPLOYMENT OF THE ENGINEER
AND PERFORMANCE OF SERVICES

A. GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform the professional engineering and other professional services as stated in Exhibit "A" and in the Sections to follow; and, in rendering such services, the OWNER agrees to compensate the ENGINEER in an amount not to exceed \$500,000.00 (Five hundred thousand dollars), as further described in Section VI. ENGINEER shall complete the Basic Services by twelve (12) months

from date of contract execution, in accordance with the schedule, if any, set forth in Exhibit "A". ENGINEER shall report to OWNER'S designated representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Exhibit A, the terms of this AGREEMENT shall control.

B. GEOTECHNICAL LABORATORY SERVICES

If geotechnical laboratory services are provided for the PROJECT through this AGREEMENT, either by the ENGINEER or its subconsultant(s), these services shall be performed by a laboratory accredited, in soils or geotechnical testing as appropriate, by the American Association of Laboratory Accreditation or by the American Association of State Highway and Transportation Officials. The ENGINEER agrees to provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

**SECTION II
BASIC PROJECT SERVICES OF THE ENGINEER**

The ENGINEER shall serve as the OWNER'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies; and, will give consultation and advice to the OWNER during the performance of its services.

The ENGINEER shall, in the scope of its work, perform the services described in Exhibit "A" which shall be attached hereto and incorporated herein for all purposes as the PROJECT. ENGINEER shall only commence the work described in Exhibit "A" as authorized by the OWNER (in subsequent written authorizations to proceed) as described hereinafter. All work performed in connection with this AGREEMENT shall be performed in accordance with that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided ("Standard of Care"), and within the time periods for the completion of the services required by this AGREEMENT. Once ENGINEER is authorized to perform services, ENGINEER shall commence the performance of the services within 10 days following authorization and shall diligently pursue the same to completion in a timely manner, consistent with the ENGINEER'S Standard of Care. If a time period for performance of the services is not set out herein, OWNER and ENGINEER may hereafter agree upon the time period for the completion of services in writing, which shall be attached to and become a part of and incorporated to this Agreement by reference.

As part of its Basic Services, ENGINEER shall provide OWNER on completion of any design, or any phase of a design, with the number of sets of plans for OWNER'S use agreed to by OWNER and ENGINEER, but in no event fewer than five sets (unless otherwise approved in writing by OWNER), and sufficient sets for the use of Contractors and subcontractors in bidding out the PROJECT, if applicable. ENGINEER may establish a fee to Contractors or subcontractors for complete sets of plans to be used by them as part of the bid process in accordance with customary practice within the area in which the PROJECT is located.

All plans provided in connection with this AGREEMENT shall be signed and sealed by the ENGINEER as complying with all applicable Federal, State and local laws. The plans, specifications and data provided by ENGINEER shall conform to its Standard of Care in an effort to be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the OWNER and ENGINEER. All subconsultants that perform a component of the design services required under this AGREEMENT, shall similarly prepare a plan showing their portion of the design work, as appropriate, which is similarly certified to, signed and sealed by the subconsultant.

The OWNER acknowledges that ENGINEER has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the ENGINEER are for informational purposes only and are not guarantees.

SECTION III CHANGES IN WORK SCOPE

OWNER, without invalidating this AGREEMENT or the PROJECT, may order changes within the general scope of the PROJECT by altering, adding to and/or deleting or deducting from the PROJECT to be performed. If any changes made under this clause to the PROJECT cause an increase or decrease in the ENGINEER'S cost of, or the time required for, the performance of part of the PROJECT, an equitable adjustment will be made by mutual written agreement and Exhibit "A" and the PROJECT will be modified in writing accordingly. All such changes shall be under the conditions of the original Agreement. Notwithstanding the foregoing, should the PROJECT be changed or amended due to the failure of ENGINEER to follow its Standard of Care, the only equitable adjustment that will be made shall be to the benefit of the OWNER.

SECTION IV ADDITIONAL SERVICES OF THE ENGINEER

If ENGINEER determines that services outside the scope of PROJECT ("Additional Services") are required or recommended, or that ENGINEER is being asked by OWNER to perform services not covered by PROJECT, ENGINEER shall notify OWNER that such services are Additional Services, and the cost associated with their performance prior to undertaking them. If changes deduct from the extent of the PROJECT, the contract sum shall be adjusted accordingly. All such changes shall be under the conditions of the original Agreement. Any provision in this Agreement to the contrary notwithstanding, OWNER shall not be liable to ENGINEER for the costs of any Additional Services in connection with the PROJECT unless OWNER has agreed in writing to the performance of the services, which have been identified to OWNER as Additional Services, including the cost for such services, prior to the commencement of such services.

SECTION V THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide information as to its requirements for the PROJECT to the best of OWNER's knowledge.
- B. Designate the OWNER'S REPRESENTATIVE for this PROJECT. ENGINEER understands and agrees that ENGINEER shall obtain instruction and direction of the services to be performed hereunder only from OWNER's designated OWNER'S REPRESENTATIVE or other representative designated by OWNER in writing. ENGINEER shall not perform services directed or requested by any other person, unless approved by OWNER'S REPRESENTATIVE or other designated representative in writing. In the event ENGINEER is uncertain whether or not it is authorized to perform services, ENGINEER shall seek confirmation from OWNER'S REPRESENTATIVE or other designated representative.
- C. Assist ENGINEER by placing at its disposal available reports and other data relevant to the development of the PROJECT which OWNER has had performed in connection with the property or the PROJECT by other service providers.
- D. Assist ENGINEER in gaining entry to public and private property as may be required by the ENGINEER in the performance of their services under this AGREEMENT.
- E. Examine all studies, reports, sketches, estimates, proposals and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the ENGINEER.
- F. Furnish, or direct ENGINEER (by way of written Supplemental Amendment to this AGREEMENT (see Section VI) to provide necessary Additional Services as stipulated in Section III of this AGREEMENT or other services as may be required by the OWNER.

SECTION VI PAYMENTS TO THE ENGINEER

- A. OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:
 - 1. Basic Services: The total fee for all tasks identified in Exhibit "A" shall not exceed the amount set out in Exhibit "B" ("Basic Services Fee"). Compensation for Services will be reimbursed on a unit price per unit of work basis in accordance with the defined unit prices detailed in Exhibit "B" and will not exceed the Basic Services Fee. Unless otherwise agreed to by the parties in writing, reimbursable expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they

shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed amount for such reimbursable expenses and that such expenses shall be invoiced at direct cost with no overhead mark-up.

2. Additional Services: Compensation will be charged based on the actual hours expended by ENGINEER'S personnel and billed at ENGINEER'S Standard Hourly Rates identified in Exhibit "B" attached hereto and incorporated herein for all purposes.

B. METHOD OF PAYMENT

1. Payments on account of ENGINEER'S work on the PROJECT shall be made to ENGINEER within 30 days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.

2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, as amended, unless delay in payment is due to the fault of ENGINEER including improper, contested or inadequate billing procedures followed by the ENGINEER, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.

3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ENGINEER'S risk and OWNER is not obligated to pay such billings or expenses. ENGINEER shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

4. For all services rendered, ENGINEER'S payment to subconsultants is due within ten calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.

5. Cost of services furnished by subcontractors or subconsultants on shall be reimbursed at invoice cost, unless otherwise agreed to by the parties in writing.

SECTION VII TERMINATION AND DEFAULT

The OWNER shall have the right to terminate this AGREEMENT at any time after thirty (30) days notice to the ENGINEER. OWNER shall pay the ENGINEER for services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all work and documents prepared to that point. Payment to the ENGINEER of lump-sum not-to-exceed amounts shall be proportional to services performed to the date of termination. OWNER will pay a proportionate share for the partially completed work product of any partially completed unit of work through the date of termination. The value of such partially completed unit of work will be determined by OWNER based on actual costs incurred. In no case will the compensation paid to ENGINEER for partial completion of the PROJECT exceed the amount the ENGINEER would have received had the PROJECT been completed.

In the event OWNER, through no fault of ENGINEER, fails to perform one or more of its obligations under the terms of this Agreement, ENGINEER shall provide OWNER with written notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) days. If OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ENGINEER shall have the right, as its exclusive remedy, to terminate this Agreement, in which event OWNER shall be liable to ENGINEER for all services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER shall be proportional to services performed to the date of termination calculated in accordance with the previous paragraph.

In the event ENGINEER, through no fault of OWNER, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT, OWNER shall provide ENGINEER with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days to cure the same. In the event a cure is not effected during such cure period, OWNER, in addition to any other rights and remedies provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT, (b) withhold payments due to ENGINEER until the default is cured to OWNER's satisfaction, or (c) pursue any rights and remedies available at law or equity. The ENGINEER shall not be entitled to any fees or reimbursable expenses other than the fees or reimbursable expenses then due and payable as of the time of termination and then only for those services that have been timely and adequately performed by the ENGINEER considering the actual costs incurred by the ENGINEER in performing the work to date of termination, the value of the work that is nonetheless usable to the OWNER, the cost to the OWNER of employing another ENGINEER to complete the work required and the time required to

do so, and other factors that affect the value to the OWNER of the work performed at time of termination. All rights and remedies provided by this AGREEMENT, or available at law or equity shall be cumulative and not exclusive, and may be exercised concurrently or successively.

SECTION VIII SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, executors and assigns. The foregoing notwithstanding, the ENGINEER shall not assign or transfer its interest in this AGREEMENT without the prior written consent of the OWNER. Any transfer or assignment made without OWNER'S prior written consent shall not be binding upon OWNER unless expressly ratified by OWNER in writing, and shall not relieve ENGINEER of its obligations hereunder.

SECTION IX OWNERSHIP AND USE OF DOCUMENTS

The ENGINEER agrees that items such as plans, drawings, photos, designs, studies, specifications, data, schedules, technical reports, or other work products, including electronic files and raw data, which prepared under or pursuant to this AGREEMENT (the "Work Product") are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT. These rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so, and to use such items in connection with the PROJECT and any subsequent alterations thereto. Upon completion or termination of this Agreement, the ENGINEER shall deliver all Work Product to the OWNER, and all Work Product shall otherwise be made available, upon request, to the OWNER without restriction or limitation on the further use of such materials, provided, however, that such materials are not intended or represented to be suitable for reuse by the OWNER or others. Any reuse without prior verification or adaptation by the ENGINEER for the specific purpose intended will be at the OWNER's sole risk and without liability to the ENGINEER.

If an item produced by the ENGINEER is copyrightable, the ENGINEER may copyright it, subject to the rights of the OWNER. The ENGINEER grants to OWNER a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Without limiting the generality of the foregoing, if the services of ENGINEER are terminated under this AGREEMENT, OWNER shall have the right to use the work produced by ENGINEER, and to allow others to do so, in connection with the PROJECT. The ENGINEER shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Section IX.

All such items furnished by the ENGINEER pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the ENGINEER does not represent such items to be suitable for reuse on any other project. If the OWNER reuses such items without the ENGINEER'S specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the ENGINEER. Any such verification or adaptation requested by the OWNER may entitle the ENGINEER to further compensation at an amount agreed upon between the OWNER and the ENGINEER.

SECTION X ENGINEER'S RESPONSIBILITY AND LIABILITY

All services performed in connection with this AGREEMENT shall be performed in accordance with the ENGINEER's Standard of Care, free from negligent errors, and in accordance with the terms of this AGREEMENT. Acceptance and approval by the OWNER of the final PROJECT Report or other documents or services produced by ENGINEER, shall not constitute nor be deemed a release of the responsibilities and liability of the ENGINEER for the accuracy and competency of the ENGINEER'S work products, design, or other documents, and services prepared/performed under this AGREEMENT. No approvals or acceptances by or on behalf of the OWNER shall be deemed to be an assumption of such responsibility by the OWNER for any defect, error or omission in said work products, design or other documents and services as prepared/performed by the ENGINEER or its subconsultants.

The ENGINEER further agrees to correct programs or documents or re-execute services as may be required due to the ENGINEER'S development of programs or documents which are found to not conform to the Standard of Care at no additional cost to the OWNER.

Redesigns required or occasioned for the convenience of the OWNER shall be paid for as provided and prescribed hereinbefore under Additional Services of the ENGINEER, but only if such Additional Services are required in writing by OWNER as required herein.

ENGINEER understands that OWNER may require ENGINEER to temporarily suspend work. OWNER understands that the suspension of work by ENGINEER may cause ENGINEER to incur additional costs to resume work, whether on Basic or Additional Services, and OWNER agrees to reimburse ENGINEER for such reasonable and unavoidable additional costs in an amount to be agreed upon by ENGINEER and OWNER in writing at time ENGINEER has been given written notice of the suspension.

SECTION XI PERIOD OF SERVICE

This AGREEMENT shall remain in force for a period required for the completion of the PROJECT, including required extensions thereto and any applicable warranty period services, unless terminated by any of the several provisions included elsewhere in this AGREEMENT.

SECTION XII MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The ENGINEER agrees to maintain appropriate accounting records of costs, expenses and payrolls of employees working on the PROJECT together with documentation and evaluations and study results, for a period of five (5) years after final payment for completed services and all other pending matters concerning this AGREEMENT have been closed. The ENGINEER further agrees that the OWNER, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of the ENGINEER which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

SECTION XIII VENUE

VENUE AND JURISDICTION OF ANY SUIT, RIGHT OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES CONSENT TO VENUE EXCLUSIVELY IN, COURTS OF COMPETENT JURISDICTION IN WILLIAMSON COUNTY, TEXAS, OR IN FEDERAL COURTS IN WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION.

SECTION XIV INSURANCE REQUIREMENTS; INDEMNIFICATION

The ENGINEER agrees to carry and maintain insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

1. Workers Compensation Insurance: The ENGINEER shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the ENGINEER's employees carrying out the work involved in this Agreement.
2. Commercial General Liability with a combined single limit of \$1,000,000 per occurrence for coverages A&B including products/completed operations, where appropriate, with a separate aggregate of \$1,000,000. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
 - b. Independent Contractors coverage.
 - c. OWNER listed as an additional insured, endorsement CG 2010.
 - d. Thirty (30) day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.
 - e. Waiver of Transfer of Rights of Recovery Against Others in favor of the OWNER, endorsement CG 2404.

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$500,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$500,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the OWNER:

- a. Waiver of Subrogation endorsement TE 2046A.
- b. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
- c. Additional Insured, endorsement TE 9901B.

4. Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the ENGINEER, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the ENGINEER continuing to furnish the OWNER certificates of insurance.

ENGINEER shall require each Subconsultant to maintain the same insurance with the same endorsements in favor of OWNER, unless otherwise agreed by OWNER in writing.

General Requirements

The ENGINEER shall be responsible for insurance premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.

Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The ENGINEER shall maintain continuous coverage for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the PROJECT. The ENGINEER shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the ENGINEER shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The ENGINEER shall not commence work under this AGREEMENT until they have obtained the required insurance and until such insurance has been reviewed by the OWNER. The ENGINEER shall not allow any subconsultants to commence work until the required insurance has been obtained and approved. Approval of insurance by the OWNER shall not relieve or decrease the liability of the ENGINEER hereunder.

Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+VII or better.

Certificate of Insurance and all endorsements shall read:

City of Leander

105 N. Brushy

Leander, TX 78646

Attn: City Manager

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on the policy. It is intended that policies required in this AGREEMENT, covering both the OWNER and the ENGINEER, shall be considered primary coverage as applicable.

The OWNER shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

The ENGINEER shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT.

The OWNER reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions or the claims history of the industry as well as the ENGINEER (such adjustments shall be commercially available to the ENGINEER). If the implementation of such revised insurance coverages/limits would result in additional costs to the ENGINEER, the ENGINEER may request additional compensation from the OWNER under the provisions of Section III.

Actual losses not covered by insurance as required by this AGREEMENT shall be paid by the ENGINEER.

ENGINEER shall indemnify, defend and hold harmless the OWNER and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property to the extent caused by (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or

supplier committed by ENGINEER or ENGINEER's agent, consultant under contract, or another entity over which ENGINEER exercises control (whether active or passive) of ENGINEER or its employees, agents or sub-contractors (collectively referred to as "ENGINEER") (ii) the failure of ENGINEER to comply with any of the paragraphs herein or the failure of ENGINEER to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. ENGINEER expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of ENGINEER, or any of its sub-contractors, as provided above, for which ENGINEER's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require ENGINEER to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of ENGINEER in performing Services under this Agreement.

For Professional Liability Claims, ENGINEER shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that ENGINEER or ENGINEER's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

OWNER and ENGINEER waive subrogation and hereby release each other, and their respective employees and officers, and representatives from liability for all damages, expenses and costs ("Costs"), to the extent, but only to the extent, that such amounts are covered by insurance proceeds actually paid and applied to the satisfaction of such Costs.

SECTION XV POLLUTANTS AND HAZARDOUS WASTES

It is understood and agreed by both parties that ENGINEER has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") present at the PROJECT as of commencement of the work on the PROJECT ("Preexisting Hazardous Conditions"), if any, and ENGINEER'S compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Conditions. The parties agree that in performing the services required by the PROJECT and this AGREEMENT, ENGINEER does not take possession or control of the subject site and is not therefore responsible for the existence of any pollutant present on or migrating from the site, except for any Hazardous Conditions introduced, caused or created by ENGINEER or its representatives or subcontractors. ENGINEER shall have no responsibility for any Preexisting

Hazardous Condition during clean-up, transportation, storage or disposal activities related to those Pre-existing Hazardous Conditions, provided that ENGINEER has not acted in a way that has exacerbated any such Preexisting Hazardous Condition or increased the cost of or difficulty of removing such Preexisting Hazardous Condition and remediating the site. ENGINEER and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI COMPLIANCE WITH ALL LAWS

During the performance of the services provided by this AGREEMENT, the ENGINEER agrees to comply, and to require its Subconsultants to comply, with all Federal, State and local laws and regulations, as well as the City's Charter as applicable to the services or the Project.

SECTION XVII CERTIFICATION OF ENGINEER

The individual(s) signing this AGREEMENT, acting as duly authorized representative(s) of the firm of ENGINEER hereby certify that neither they nor any other members of the ENGINEER'S firm which they represent have:

A. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, in connection with carrying out the work to be performed under this AGREEMENT.

B. Paid or agreed to pay as an express or implied condition for obtaining this AGREEMENT (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the work provided under the AGREEMENT.

The ENGINEER further acknowledges that this certification may be furnished to any Local, State and Federal Governmental Agencies of the United States in connection with this AGREEMENT and for portions of the PROJECT involving participation of Agency Grant funds and is subject to all applicable State and Federal laws, both criminal and civil.

SECTION XVIII ADDITIONAL PROVISIONS

During the performance of the contract, ENGINEER agrees as follows:

A. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.

B. The Engineer will, in all solicitations or advertisements for employees place by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

SECTION XIX MISCELLANEOUS

A. INDEPENDENT CONTRACTOR.

ENGINEER acknowledges that ENGINEER is an independent contractor of the OWNER and is not an employee, agent, official or representative of the OWNER. ENGINEER shall not represent, either expressly or through implication, that ENGINEER is an employee, agent, official or representative of the OWNER. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the ENGINEER.

B. WAIVER.

Either OWNER or the ENGINEER shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

C. NON-COLLUSION.

ENGINEER represents and warrants that ENGINEER has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the OWNER under this Agreement. ENGINEER further agrees that ENGINEER shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the OWNER pursuant to this Agreement) for any of the services performed by ENGINEER under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to ENGINEER, ENGINEER shall immediately report that fact to the OWNER and, at the sole option of the OWNER, the OWNER may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to ENGINEER under or pursuant to this Agreement.

D. FORCE MAJEURE

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or

actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

E. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

E. SEVERABILITY

If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the AGREEMENT, this being the intent of the parties in entering unto this AGREEMENT; and all provisions of this instrument are declared to be severable for this purpose.

F. CONSTRUCTION OF AGREEMENT; GOVERNING LAW

Although the AGREEMENT is substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas.

G. ARBITRATION

This AGREEMENT does not call for the parties to arbitrate any dispute arising out of or related to this AGREEMENT. No arbitration arising out of, or relating to, this AGREEMENT and any PROJECTS involving one party to this AGREEMENT may include the other party to this AGREEMENT without that other party's consent.

H. ENGINEER'S PROJECT PURCHASES

All durable PROJECT equipment, tools, materials, etc., if any, purchased by the ENGINEER and invoiced to the OWNER shall be considered the property of the OWNER and shall be given over to the OWNER at the time of OWNER'S request or at the completion of the PROJECT.

I. FULL AND FINAL AGREEMENT

This AGREEMENT (consisting of this document and, where applicable, OWNER'S Request for Proposal ("RFP") which is incorporated herein by reference for all purposes to the extent that such RFP is not inconsistent with this document and also including ENGINEER'S proposal and submittals, where applicable, to the extent that such proposal and submittals are not inconsistent with this document or the RFP) constitutes the entire agreement of the parties concerning the subject matter hereof, and may only be amended by a written document signed by both parties. All prior and contemporaneous understandings, whether written or oral, are merged herein.

J. NOTICE

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

K. STATUTORY VERIFICATIONS

1. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 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, the ENGINEER represents that neither the ENGINEER nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord (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.

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

3. The ENGINEER hereby verifies that it and its parent’s 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 the 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, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).

4. The ENGINEER 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.

5. ENGINEER represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

Executed to be effective as of the ____ day of _____, 202__.

OWNER: City of Leander

By: _____
Richard B. Beverlin, III

Address for Notice:

Mailing address:

City of Leander
105 N. Brushy Street
Leander, TX 78646

ENGINEER

Kimley-Horn and Associates, Inc.

Name: Bradley J. Hill

Title: Regional Contract Lead

By: 

Address for Notice:

801 Cherry Street,
Unit 11, Suite 1300,
Fort Worth, TX 76102

List of Exhibits: All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Exhibit "A" -- Scope of Work; Basic Services Fee; Time for Completion; ("PROJECT")
Exhibit "B" -- Defined Unit Prices, Basic Services Fee, and Schedule of Hourly Rates for
ENGINEER and its Subconsultants.

EXHIBIT A
Scope of Work (“PROJECT”)

Exhibit A

PROJECT UNDERSTANDING

Kimley-Horn (the “Engineer”) will perform a corridor study for US 183 (the “Project”) with the objective to provide safe and efficient mobility for all users and the goal of being competitive for grant funding for construction. The Project generally consists of completion of public involvement, traffic analysis, alternatives analysis, development of a preferred alternative, conceptual improvements to US 183 from US 183A to Osage Dr, concept plan development for 5 planning “subareas” near the corridor, and prioritization of short-, mid-, and long-term improvements with funding identification. The Project will deliver a preferred US 183 concept that will enable the City to move into next steps of short and long-term project development. The end product from the Project will have project-specific information from the preferred concept and short-term projects to support application for grant funding and a document summarizing the study findings for adoption by City Council as a planning document.

RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City agrees to complete the following tasks:

- Schedule and hold a Project Kickoff Meeting and assist in developing the project stakeholders list and Technical Working Group.
- Attend project coordination meetings
- Attend Technical Working Group meetings and secure a facility for hosting meetings
- Attend public meetings and stakeholder meetings, held at facilities within the City of Leander or virtually
- Obtain facilities for public involvement activities
- Provide approved development plans and previous project information along US 183 at project inception
- Provide timely reviews and comments on interim and milestone submittals in order for the project team to maintain agreed upon schedules
- Provide any available traffic counts, past studies, or other project related information along the corridor

SCOPE OF WORK:

The Engineer’s Services consist of the services specifically described in Tasks 1 through 6 including the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Engineer:

- (1) Rifeline – Public Involvement
- (2) The Goodman Corporation (TGC) – Project Prioritization & Funding

1. TASK 1 – PROGRAM ADMINISTRATION AND MANAGEMENT

This task shall include management of all project activities and work. This task will involve continuous project coordination and administration; preparation of monthly progress reports, invoices, and billings; meetings and coordination activities; preparation of meeting summaries; quality assurance/quality control (QA/QC); and other project management activities specified in this scope of work.

1.1 Project Management Plan

Outlines project team organization, roles, and responsibilities; program schedule (to be developed in Task 1.3); coordination and communication procedures; document and graphics formatting protocols; QA/QC plan; filing protocols; contract close-out procedures, project goals and objectives, critical path items, and risks to schedule, budget, or project execution.

1.2 Management of Work Activities

Management of all project activities and work to assure they are conducted and completed in accordance with applicable City of Leander requirements and applicable Federal and State statutes, regulations, rules, and guidelines.

1.3 Program Schedule

A Project schedule will be developed, maintained, and actively monitored for major work programs or tasks. Progress will be reviewed during coordination meetings. The US 183 Corridor Study is anticipated to take 12 months from the work authorization approval.

1.4 Invoice Preparation and Submittal

Monthly invoices prepared in accordance with current City of Leander invoicing procedures.

1.5 Progress Report Preparation and Submittal

Unless otherwise directed in the contract terms & conditions, progress reports shall be submitted no later than the tenth day of the month following the month to which they apply. Each invoice shall include a copy of the progress report or reports for the period covered by the invoice. Each progress report shall specify, for each type of work that has been assigned under a work authorization, any deliverables that were completed during that month or other backup documentation as requested; physical and financial percent complete for that work; the precise nature of work that was done that did not result in a deliverable; whether the work is on schedule or not; any issues that may delay the work in the future; any actions by City of Leander or other any changes of scope or direction from the City of Leander and actions which might cause delays or accelerations, impacts to costs, scope of services, or deliverables that are required; and, for the following month, the anticipated work to be performed and the deliverables that will be submitted.

1.6 Kick-off and Coordination Meetings

A kick-off meeting is to be held within 2 weeks of notice to proceed after the contract is executed. Coordination meetings are to be held monthly for the duration of the project, assumed to be twelve (12) meetings inclusive of the kickoff meeting. It is assumed that approximately six (6) meetings will be in-person and include up to four (4) members of the project team.

1.7 Action Tracking Log

The Engineer shall develop and maintain a log of action items. The log shall identify the action item, its status, responsible party, date assigned, and date completed. The log shall be a tool for managing assignments and shall be reviewed with City of Leander staff during coordination meetings in Task 1.6. It is anticipated that Action Tracking Logs will be included in meeting minutes and agendas for coordination meetings and updated once between each monthly coordination meeting for a status update.

1.8 Document Control

The Engineer shall develop, implement, and maintain an electronic document control and filing system that shall govern the distribution and file copies of all program-related correspondence, reports, plans and technical data. Electronic Documents will be included on a Sharefile site, per Task 1.10.

1.9 Project Files

Project files (electronic and hard copy) shall be assembled, maintained, and delivered to the City of Leander with a complete index at project closeout or as directed by the City of Leander.

1.10 Information Technology

The Engineer will establish an online Sharefile site to include all document deliverables (drafts and final), meeting agendas, meeting minutes, file transfers, and data relevant to the project. Meetings will be hosted via Microsoft Teams if scheduled by the Engineer or the City when virtual. Otherwise, meetings will be scheduled in-person in a conference room at the City's offices.

1.11 Deliverables

The Engineer shall produce all materials related to the project management. Materials to be produced include, but are not limited to, the following:

- 1.11.1 Project management plan (draft and final)
- 1.11.2 Quality assurance and quality control plan (draft and final)
- 1.11.3 Program schedule (to be updated monthly with coordination meetings and invoices)
- 1.11.4 Monthly invoices
- 1.11.5 Monthly progress reports
- 1.11.6 Meeting agendas and minutes
- 1.11.7 Action tracking log, to be included in 1.11.6 deliverables
- 1.11.8 Indexed project file (electronic, via Sharefile, and hard copy)

2. TASK 2 – OUTREACH AND ENGAGEMENT

Rifeline will work with the City of Leander staff and coordinate with the City to develop and execute a comprehensive and inclusive public involvement strategy (Public Engagement Plan) that will lead to thorough and meaningful participation of various stakeholders in the visioning and evaluation of the study corridor. This could include an interactive map for public access.

2.1. Technical Working Group

The Engineer and Rifeline, in coordination with City of Leander and City staff, will develop a Technical Working Group to help guide the study, review the study's recommendations, and provide a forum for interagency coordination. Members of the Technical Working Group shall include staff from the City of Leander and other agencies, as needed. The Engineer will provide updates on the planning and design processes and incorporate feedback from the Technical Working Group. With input from Technical Working Group, the Engineer shall develop and confirm a set of principles/goals to guide the development of the Study concept plan and recommendations. It is assumed that there will be a total of four (4) meetings with the Technical Working Group.

2.2. Stakeholder Identification and Outreach

Rifeline shall be responsible for researching, identifying, and conducting outreach to all relevant stakeholders. This targeted outreach will concentrate on stakeholders, through focus groups and interviews, including but not limited to:

- 2.2.1. business leaders,

- 2.2.2. community leaders,
- 2.2.3. key homeowner associations and property owners,
- 2.2.4. staff from other City departments (e.g., Parks & Recreation, Fire Department, Police, Public Works)
- 2.2.5. Leander Independent School District,
- 2.2.6. officials from Austin Community College
- 2.2.7. TxDOT
- 2.2.8. Capital Metro
- 2.2.9. and other entities or specific groups recommended by the Technical Working Group.

Rifeline will engage and solicit feedback from stakeholders throughout the process and specifically during development of the existing conditions, concept plan, and the recommendations/prioritization analyses. One round of stakeholder interviews shall be held as part of the planning process.

2.3. Public Meetings/Open Houses (Virtual and In-Person)

Rifeline shall provide updates to be hosted on the City's website online and hold in-person public meetings or pop-up events in the project vicinity at milestone points during the study to gain the perspective of residents, advocacy groups, homeowner associations, business and community leaders, school boards, as well as other stakeholders. One public meeting shall be held as part of the planning process with a flexible timeline anticipated to include the draft recommendations. To the extent possible, virtual and in-person public meetings shall be coordinated and held in conjunction with those for related City planning processes. It is assumed that one pop-up meeting will be held to supplement online engagement activities hosted on the City's website during the Existing Conditions Assessment phase of the Project in Task 3. The Engineer will furnish materials for conducting the public meeting and pop-up event, limited to easels, up to 12 boards mounted, printed materials, and pens, paper, sticky notes, or other miscellaneous materials to markup items at the Public Meeting and pop-up event. The Engineer shall cover the cost of advertising fees and other direct costs associated with holding public meetings as a reimbursable amount up to \$1,500.

2.4. Environmental Justice Outreach

Rifeline shall provide a robust and coordinated effort to engage individuals and populations that are traditionally underserved and under-represented in the planning process. Materials will be provided in English and Spanish and be translated by Rifeline.

2.5. Online Engagement

Rifeline and the Engineer shall coordinate with the City of Leander on the development of online engagement tools, including but not limited to activities hosted on the City's website, social media, and public preference surveys to be administered at key points during the process. Rifeline and the Engineer shall be responsible for producing all outreach materials and online engagement tools to be utilized throughout the study, including an interactive mapping tool and up to two (surveys). The City's Public Information Officer will review and manage all social media postings.

2.6. Outreach Database

Rifeline shall develop an outreach stakeholder database that includes all relevant information such as a list of all outreach participants, contact information, method of engagement, and engagement results.

2.7. Additional External Agency Engagement

The Engineer shall conduct up to three additional (3) meetings with TxDOT, Capital Metro, or other agencies to discuss the turn back process, railroad crossing improvement recommendations, or other jurisdictional coordination needs with other agencies

2.8. Deliverables

Rifeline and the Engineer shall produce all materials related to the development and execution of the public involvement strategy. Materials to be produced include, but are not limited to, the following:

- 2.8.1. Public engagement plan (draft and final)
- 2.8.2. Stakeholder outreach database (one submittal assumed)
 - A log of stakeholder engagement with contact information and history of meetings documented
- 2.8.3. Public involvement summary report (draft and final)
 - Assumes inclusion of results of surveys and interactive maps
- 2.8.4. Public meeting coordination and materials
- 2.8.5. Stakeholder outreach meeting coordination and materials
- 2.8.6. Environmental Justice meeting coordination and materials (English and Spanish)
- 2.8.7. Online outreach materials (as defined in Task 2.5)

3. TASK 3 – EXISTING AND FUTURE CONDITIONS ASSESSMENT

The Engineer shall develop an existing and future conditions assessment within the US183 study limits that includes review of previous plans and studies; data compilation and summary; and SWOT Analysis. The results of this assessment will inform the development of the concept plan and recommendations list.

3.1. Comprehensive Review of Existing Studies, Plans, and Reports

Recently completed land use, transportation, and economic development studies and plans will be reviewed and summarized to inform the US 183 Corridor Study and be included in the deliverables for Task 6. The Engineer shall review, evaluate, and summarize current local, state, and regional documents and policies relevant to transportation and supportive land use planning, particularly in the vicinity of the US 183 study area. At a minimum, the Study will analyze:

- 3.1.1. Comprehensive Plan
- 3.1.2. Old Town Master Plan
- 3.1.3. Transportation Master Plan
- 3.1.4. Roadway Impact Fee Study

3.2. Data Compilation and Summary

The Engineer will collect and analyze relevant available data to characterize existing and potential future conditions along the US 183 corridor. The data collection will pay particular attention to the use of various multimodal transportation related items such as pedestrian and bicycle facilities, streetscapes, and street sections; branding and wayfinding/signage traffic operations, parking, safety; land use related items (limited to parcels with direct access to US 183) such as market trends (psychographic and demographic information), existing built forms and building types, infill development, adaptive reuse, public spaces and the opportunities for economic development, and housing. Specific data items that shall be examined and collected by Engineer or subconsultant as part of components of this study shall include:

- 3.2.1. Existing and planned multimodal network connectivity (walk, bike, transit, freight, and auto);
- 3.2.2. Existing and proposed street cross-sections for up to 5 unique locations on the corridor;
- 3.2.3. Daily vehicle traffic volumes and speeds (existing) at up to 5 locations along the corridor;
- 3.2.4. Future estimated daily vehicular volumes based on current Leander Travel

Demand Model

- 3.2.5. Existing psychographic (attitudes, beliefs, values, lifestyles, etc.) and demographic (age, race, ethnicity, gender, income, education, and employment) data
- 3.2.6. Existing bicycles and pedestrian counts at up to 3 locations on the corridor;
- 3.2.7. Future travel projections for other modes of travel will be qualitative based on planning level analysis;
- 3.2.8. Peak hour vehicular turning movements at key intersections for 2 hours in the AM peak and 2 hours in the PM peak for one weekday when school is in session for up to 15 locations;
- 3.2.9. Existing and no-build traffic operations analysis in Synchro peak period models based on the Highway Capacity Manual methodologies and simulated queues for through lanes and turn movements at up to 15 locations;
- 3.2.10. Vehicle, pedestrian, and bicycle safety analysis;
- 3.2.11. Driveways and other access management considerations;
- 3.2.12. On-street parking and freight loading locations on public streets within 200 feet of the edge of pavement on the corridor;
- 3.2.13. Approximation of right of way based on available parcel data from the applicable central appraisal district;
- 3.2.14. Origin-destination activity from Replica software;
- 3.2.15. Existing zoning and current code requirements of City in addition to FLUM (i.e., existing land use); and
- 3.2.16. Existing and future land use, land suitability analysis, and land use susceptibility to change analysis, limited to parcels with direct access to US 183.
- 3.2.17. In order to communicate data findings to the City of Leander and City staff, stakeholders, and the public, the Engineer will develop a series of maps, exhibits, and/or tables illustrating the key takeaways from each data item included in the process. This is anticipated to include up to 5 sets of maps or exhibits to include tables within map deliverables, assumed to be the following information:
 - a. Existing traffic data (all modes), with existing and no-build vehicular operational performance information;
 - b. Existing psychographic and demographic data within the study area;
 - c. Existing pedestrian/bike facilities with proposed facilities from existing plans and other identified gaps in the Project;
 - d. Existing safety crash summary information with existing safety deficiencies;
 - e. Land use analysis with existing origin-destination data; and
 - f. Access Management analysis with approximate right-of-way, parcel information, potential median location with openings and access, to be combined with at table of driveways with assessments.

3.3. Needs Assessment

The data collected and analyzed by the Engineer, combined with input from stakeholders as described in Task 2, will be used to inform a needs assessment for the US183 Study area. The needs assessment will identify issues within the various US183 subareas related to multimodal safety, roadway operations/capacity, network connectivity, road crossings, sidewalks, bike lanes, infrastructure design deficiencies, psychographics and demographics, market supply analysis, quality of life, place making, design barriers, land use compatibility, and any other goals/priorities established during the outreach and engagement process or in any past plans or studies. The Engineer will prepare a comprehensive list of identified issues with accompanying location maps and figures identified in Task 3.2.15.

3.4. Deliverables

The Engineer shall produce the following materials related to the existing and future conditions assessment:

- 3.4.1. Compendium of maps, exhibits, and/or tables illustrating the key takeaways from each data item included in the Data Compilation and Summary process as identified in Task 3.2.15. Engineer will deliver all GIS Shapefiles and/or DGN files
- 3.4.2. Existing and Future Conditions Assessment Memorandum (draft and final) summarizing analysis and findings from the Review of Existing Studies, Plans, and Reports; Data Compilation and Summary; and Needs Assessment

4. TASK 4 – CONCEPT PLAN DEVELOPMENT

The Engineer will develop a draft conceptual plan based on the Study guiding principles/goals, public and stakeholder input (Task 2), and the needs assessment (Task 3). This concept plan shall identify relevant projects and policies to improve the transportation network and supportive land uses that, if implemented, will enhance mobility, connectivity, safety, and various multimodal travel options; support economic development with catalytic land use opportunities; and enhance a sense of place with walkability and traffic calming, etc.

4.1. SubArea Concepts

The Engineer shall prepare graphics and narrative descriptions of the proposed improvements, potential urban character and place making elements, and strategies that are specific to each of the five (5) subareas. The Engineer will prepare a concept plan layout with a mix of hand drawn and computer aided formatting that will depict conceptual level enhancements for the five (5) identified sub areas. The five (5) subarea concept plans will include only the following elements:

- Narrative description of overarching vision of the concept plans;
- Representative imagery of the proposed improvements;
- One (1) concept plan map or graphic rendering for each subarea (5 total) that will detail the following:
 - Conceptual location and alignments of new sidewalk and trail infrastructure (including trailheads);
 - Conceptual locations of pedestrian streetscape amenities;
 - Conceptual location of proposed safety improvements including new curb ramps, new or improvements to existing crosswalks, pedestrian bridges, or upgrades to other pedestrian crossing infrastructure;
- Street typologies and associated cross sections for the streets included in the concept plan sub area. Cross sections should include streetscape, pedestrian scale or roadway lighting, street furniture, public art, parks and trail connectivity, etc.; and
- One (1) photomontage rendering of the proposed improvements for three of the subareas (3 total), as well as one (1) Sketch Up model design for two of the subareas where additional detail is desired (2 total).
- Subarea concept action plans the City can use to help achieve the vision of the five concept plans. This action plan should describe and provide guidance to the City on the implementation of any project, program, or policy identified in the subarea concept plans.

The five subareas to be included in this concept plan task are outlined below and will focus on the following elements:

- 4.1.1. **Industrial**– *Heritage Grove Road Intersection* – multimodal connectivity and safety improvements; proposed cross-sections.
- 4.1.2. **Old Town** – *Broade Street to W South/2243* – multimodal connectivity and safety improvements; proposed cross-sections, pedestrian bridges and crosswalks.
- 4.1.3. **Pointe 183**- *to the south of where US 183 and 183 A come together* - multimodal connectivity and safety improvements; proposed cross sections, pedestrian bridges and crosswalks.
- 4.1.4. **Knight PUD Location**- *on 183 on the southern city limits* - multimodal connectivity and safety improvements; proposed cross sections, pedestrian bridges and crosswalks.
- 4.1.5. **Northline** – *San Gabriel Parkway to W. Metro Dr.* – multimodal connectivity and safety improvements; proposed cross sections, pedestrian bridges and crosswalks.

The Engineer shall prepare the Concept Plan Memorandum in a draft form for the City's review and comment. The City will provide the Engineer with one (1) round of comments on the draft Concept Plan memorandum. Following this review, the Engineer will address the City's comments and submit the final Concept Plan Memorandum to be included as an appendix in the overall Corridor Plan.

4.2. **Traffic Operations Analysis**

The Engineer shall develop and apply a traffic operations and simulation model to analyze improvements for the sections of US 183 between US 183A and Osage Dr at locations established in Task 3. The purpose of this effort will be to determine the ability of proposed multimodal improvements to accommodate expected traffic flow, particularly at signalized intersections. Additionally, the model will be used as a visual communications tool to illustrate the overall functionality of the corridor for staff, decision-makers, and the public.

The Engineer shall work with City staff to determine the two weekday peak periods with the highest traffic demand (e.g., AM and PM) during Task 3 and shall develop peak period models in Synchro for up to two (2) build alternatives. Future year traffic demand shall be determined using available data and tools such as historical counts and the City of Leander Transportation Master Plan in Task 3. The Engineer shall develop operational performance measures to compare the analysis scenarios including but not limited to level of service (LOS), travel time, and network delay. Based on model results and input from City staff and stakeholders, the Engineer shall update the model and summarize results for the recommended concept (Task 5). The final recommended concept is anticipated to be visualized as a 2D rollplot of proposed improvements on a single exhibit.

4.3. **Deliverables**

The Engineer shall produce the following materials related to the concept plan:

- 4.3.1. Concept Plan Memorandum (draft and final) including a narrative describing the concept development process; descriptive catalog/toolbox of treatments and strategies considered; visualizations of potential urban character and place making elements; and maps, cross-sections, and planning-level concept renderings and graphics for each of the five (5) subareas.
- 4.3.2. Traffic Operations Analysis Memorandum (draft and final) summarizing the development and results of the operational model scenario analysis.
- 4.3.3. Video of the peak period traffic simulation (SimTraffic – 2D plan view only from

Synchro) for existing, no-build, build alternative, and recommended conditions that can be used for stakeholder communication.

- 4.3.4. 2D Rollplot in computer aided design software (Microstation) of proposed improvements for selected alternative with planning level cost estimates for improvements. Delivered by Engineer in PDF and DGN formats.

5. **TASK 5 – DRAFT RECOMMENDATIONS AND PROJECT PRIORITIZATION**

From the concept plan, the Engineer shall create short (no more than three projects), medium, and long-term projects and policy recommendations that are tailored to the needs of the stakeholder/implementing entities in the study area. Timeframes for the recommendations and implementation strategies are defined as:

- Short-Term: 2–4 years
- Medium-Term: 5–10 years
- Long-Term: 11 years or more

5.1. **Evaluation Categories and Criteria**

TGC shall develop a set of qualitative and quantitative criteria to assist in evaluating each improvement concept. The broad categories of multimodal mobility, access, safety, urban design and place making, land use/environmental compatibility, cost effectiveness, and other project guiding principles/goals (Task 2) will be further defined into evaluation criteria. If desired by the City, these criteria could be developed to reflect the current City of Leander Transportation Improvement Program and Regional Transportation Plan project selection criteria.

5.2. **Prioritization**

TGC shall create a matrix tool for scoring and prioritizing the individual project recommendations as well as determining preferred implementation timeframes (Near-Term, Medium-Term, or Long-Term). The matrix tool shall score projects based on the evaluation criteria and stakeholder input. Potential criteria for prioritization include cost effectiveness, connectivity, congestion relief, safety, and multi-modal enhancements. The Engineer shall develop a methodology for calculating composite prioritization scores using the established criteria and category weights, if needed. Based on the outcomes of the evaluation, the TGC shall develop a prioritized list of projects and policies by timeframe.

5.3. **Cost Estimates and Cost-Effectiveness**

The Engineer shall develop planning-level cost estimates for each of the short-term recommended transportation improvements. Additionally, TGC shall evaluate cost-effectiveness for the combined package of improvements within each subarea to determine if the improvements result in sufficient user benefits to justify the cost. Monetary benefits associated with the improvements could include reduction in travel delay, reduction in crash events/severity, and increase in land values, economic development potential, and other factors.

5.4. **Deliverables**

The TGC shall produce the following materials related to the recommendations and prioritization analysis:

- 5.4.1. Scoring/prioritization matrix (draft and final)
- 5.4.2. Recommendations and Prioritization Memorandum (draft and final) including sections describing and summarizing the evaluation criteria, project prioritization, cost estimates, and cost- effectiveness analysis.

6. **TASK 6 – FINAL REPORT WITH IMPLEMENTATION PLAN**

The Engineer shall document and summarize the component tasks described in this scope into a

final US 183 Corridor Study Report. This document will serve as a synthesis of the component memoranda and include an executive summary, chapters, appendices, and section summaries as needed. The document should use narrative, non-technical language where possible so that it is accessible to multiple potential readers including City staff, local decision-makers, and the general public.

The Report will include the development of three strategic implementation frameworks (Regulatory, Decision, and Plans/Programs/Partnerships) to organize the use of the Implementation Plan as a tool for development decisions, partnerships, and capital investment strategies. The Report will also identify federally eligible infrastructure funding partners and programs for short-term and mid-term projects associated (i.e.: FTA, FRA, STP, etc.). The development of the Report will include interviews with City staff to determine use of the Study and integration into the City's planning processes including annual budgeting, capital improvement planning, annual reporting, and related efforts such as the Old Town Master Plan update. The City will provide the Engineer with one (1) set of comments on the draft Report. Following this review, the Engineer will address the City's reasonable comments and submit the final Report. If additional new comments are received, they will be addressed as an additional service.

The Engineer shall develop presentation materials (slide decks, scripts, etc.) and present Study results at two (2) Leander City Council meetings with up to two (2) members of Engineer.

6.1. Deliverables

The Engineer shall produce a final report (draft and final) including the following elements:

- 6.1.1. Executive summary
- 6.1.2. Outreach and engagement summary
- 6.1.3. Existing and future conditions assessment
- 6.1.4. Concept plan
- 6.1.5. Recommendations and prioritization
- 6.1.6. Implementation plan
- 6.1.7. Appendices, as needed

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- Surveying Services (Quality Level C & D, topographic, or boundary survey)
- Subsurface Utility Engineering Services (Quality Level A, B, or C to identify underground utilities)

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional data collection beyond that identified in the scope of work;
- Travel Demand Modeling using City of Leander's Travel Demand Model from the Transportation Master Plan to evaluate travel demand for scenarios;
- 3D video development based off recommendations for final concept on US 183 corridor;
- Traffic Modeling in VISSIM for detailed microsimulation;
- Environmental scoping, analysis, or documentation of environmental impacts or existing conditions;

Exhibit A – Scope of Work, Basic Services Fee, Time for Completion
July 7, 2023

- Schematic design services;
- PS&E services; and
- Signal timing field implementation of timing change recommendations.

BASIC SERVICES FEE

The following is the lump sum fee for basic services in the scope of work:

Task	Total	Other	Subconsultants	TOTALS
	Loaded Labor Cost	Direct Costs		
Task 1 - Program Administration and Management	\$42,000.00	\$1,000.00	\$0.00	\$43,000.00
Task 2 -Outreach and Engagement	\$20,000.00	\$3,500.00	\$75,000.00	\$98,500.00
Task 3 - Existing and Future Conditions Assessment	\$125,000.00	\$0.00	\$7,500.00	\$132,500.00
Task 4 - Concept Plan Development	\$146,000.00	\$0.00	\$0.00	\$146,000.00
Task 5 - Draft Recommendations and Project Prioritization	\$5,000.00	\$0.00	\$50,000.00	\$55,000.00
Task 6 - Final Report with Implementation Plan	\$25,000.00	\$0.00	\$0.00	\$25,000.00
GRAND TOTAL:	\$363,000.00	\$4,500.00	\$132,500.00	\$500,000.00

TIME FOR COMPLETION

The Project is anticipated to take 12 months from the work authorization approval. A more detailed schedule will be developed and maintained as part of Task 1.3 in the Scope of Work. Estimated schedule, we do not control review times; estimated review time is two (2) weeks.

EXHIBIT B

Defined Unit Prices, Basic Services Fee, and Schedule of Hourly Rates for ENGINEER and its Subconsultants.

Exhibit B

SCHEDULE OF HOURLY RATES

The following are provided as hourly rates for the purposes of any potential addenda to the basic services in Exhibit A. Rates are shown for the ENGINEER and its subconsultants separately. Note that rates are subject to adjustment and are only effective through December 31, 2023 for the ENGINEER.

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$195
Professional	\$240
Senior Professional I	\$290
Senior Professional II	\$335
Senior Technical Support	\$200
Support Staff	\$125
Technical Support	\$140

Rifeline, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Program Manager	\$185
Senior PI Specialist	\$180
PI Specialist	\$170
Admin Support	\$55

The Goodman Corporation

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Admin I	\$92.55
Associate I	\$94.10
Associate II	\$112.61
Associate III	\$123.40
Senior Associate I	\$138.83
Senior Associate II	\$161.97
Senior Associate III	\$177.39
Principal I	\$195.90
Principal II	\$220.58
Principal III	\$269.95

Bid Info:		CITY OF LEANDER REQUEST FOR QUALIFICATIONS PLANNING, DESIGN, AND ENGINEERING SERVICES FOR THE US HWY 183 CORRIDOR STUDY			
Solicitation No.	S23-003	Opening:	4/6/2023		
EVALUATION CRITERIA	Max Points	ATG + DCCM	Kimley Horn	RTG + DKS	TJKM + JS&A + Asakura Robinson
Relevant Qualifications and Experience	20	17	18	18	18
• Prior experience of the firm relative to the scope of work and similar type projects • Similar works include, but not limited to: pre-engineering (safe streets & transit), microsimulation, smart cities (including fiber-readiness), economic development, and form-based code development					
Effective Planning Processes and Results	25	23	23	22	21
• Explain how the proposed team will approach through understanding of all tasks involved in this scope of work • Provided timeline and action steps demonstrating completion of tasks within the allotted project timerframe, associate methods, and deliverables • Outreach (Public Input) methodology presented					
Project Management and Resources	30	25	25	24	24
• Project management structure • Information on staffing size • Size by areas of expertise • Staff availability to perform services • Business history of the firm					
Work Samples and References	15	13	12	12	11
• Provided work samples of designs successfully completed for similar projects • Responses from provided references					
Services, Ideas, Innovation, Products	10	6	7	7	6
• Proposal of additional services, innovative ideas, cost-saving measures, safety-measures, products, WBE/MBE/HUB usage that could contribute to the success of the project					
TOTAL:	100	84	85	82	79
Interview	25	12	21	12	24
Up to 25 points added					
TOTAL:		96	106	94	103
			AWARD		

Solicitation: #S23-003

1.1 Title Page

US HWY 183 CORRIDOR STUDY

*Prepared for
City of Leander*

Prepared by
Kimley»Horn
Expect More. Experience Better.

*Please see the following page for exceptions to the City's
Standard Definitions, and Terms and Conditions.*

10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512.418.1771

Point-of-Contact:
Jake Gutekunst, P.E.,
AICP
jake.gutekunst@kimley-
horn.com
512.418.4526



April 6, 2023

Exceptions to City's Standard Definitions, Terms and Conditions

The City of Leander and Kimley-Horn have an executed Master Service Agreement (MSA) dated January 23, 2020. If acceptable, Kimley-Horn would prefer to utilize the executed MSA for this contract. However, if the Terms and Conditions attached to this RFQ are to be utilized for this contract, **Kimley-Horn would take exception to Section IV.F "Indemnity."** Kimley-Horn would like to discuss either the indemnification from the MSA be utilized or add the sentence subject to the limitations in *Texas Local Government Code Section 271.904* and *Texas Civil Practice and Remedies Code Section 130.002*.

Upon review of the City's Standard Definitions and Terms and Conditions provided we would like to suggest additional comments and changes, noted in red below.

B. Services

Not applicable to our services.

C. Commodities/Equipment

Not applicable to our services.

D. Delivery

Not applicable to our services.

E. Payment

Price warranty is not applicable to the provision of professional services.

F. Indemnity

Vendor shall defend (at the option of the city), indemnify and hold harmless the city, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, causes of action, claims, demands, damages, judgments, losses, liens, costs, expenses, attorneys' fees and any and all other costs, fees and/or claims of any kind or description ~~arising out of, in connection with or to the extent caused by the negligence of the Vendor~~ resulting from the agreement or the goods or services provided under the agreement ~~subject to the limitations in Texas Local Government Code Section 271.904 and Texas Civil Practice and Remedies Code Section 130.002~~. The vendor and the city are concurrently negligent, each party's liability shall be limited to that portion of negligence attributable to it as determined under the applicable proportionate responsibility rules of the State of Texas. Nothing herein shall be deemed to limit the rights of the city or the ~~contractor~~ vendor (including, but not limited to, the right to seek contribution) against any third party whomay be liable for an indemnified claim.

O. Liens

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens ~~related to payment~~ and encumbrances for all labor, goods and services provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City. The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims for ~~payment~~, security interests and encumbrances.

Attachment B.

Bid Form



City of Leander Bid Form - Attachment B
PURCHASING DEPARTMENT
 105 N. Brushy Street • Leander, Texas 78641

RFQ Submittal Coversheet

Issue Date:	2/23/2023	RFQ #:	S23-003	Response Deadline:	April 6, 2023
Category Code:	906-72 · 906-57 · 906-83 · 911-07	Solicitation Description:	US 183 Corridor Study		

- Please use the table below to organize your Response in the following order by the corresponding tab number.
- Provide digital copy of Response on a USB flash drive with the original Response binder.
- Response pages must be numbered and contain an organized, paginated, table of contents corresponding to the Section and pages of the Response.
- **Response shall include all of these elements or may be disqualified.**

Requested Item	Tab Number	Vendor Initials	City Initials
Title page (PART IV; Section 1.1)	Front Page of Binder	JG	
RFQ Submittal Checklist (Attachment B)	1	JG	
Letter of Transmittal (PART IV; Section 1.2)	1	JG	
Table of Contents (PART IV; Section 1.3)	1	JG	
Previous Performance/Experience (PART IV; Section 1.4)	2	JG	
Available Resources and consultant Location (PART IV; Section 1.5)	3	JG	
Methodology (PART IV; Section 1.6)	4	JG	
Project Approach and Timeline (PART IV; Section 1.7)	5	JG	
Work Samples (PART IV; Section 1.8; Attachment A)	6	JG	
CIQ Form (Attachment C)	7	JG	
Solicitation Addenda, <i>if applicable</i> (From the ESBD and/or the City of Leander Website)	8	JG	
Vendor Addenda, <i>if applicable</i>	9	JG	
	10	N/A	
	10	N/A	



*Look for
this icon
throughout the
report to see
where the team
is proposing
innovation.*

1.2. Letter of Transmittal

Dear Members of the Selection Committee,

The US Hwy 183 Corridor Study project is transformational for the City of Leander and will have lasting significance to both the City and the Central Texas region. A strong foundation is critical to set the City up for success economically, to provide feasible alternative transportation options, and to address significant congestion and safety challenges for the future of the 4.4-mile corridor. The Kimley-Horn team will provide the expertise and care necessary to deliver a high-quality plan that accomplishes both land use and mobility goals to transform US 183 into a successful multimodal corridor that the City and its residents will be proud of. As you select your consulting partners, please consider the following strengths of the Kimley-Horn team:



STRONG HISTORY IN CENTRAL TEXAS: Our team knows Central Texas well and has a growing track record of successful integrated land use and transportation projects, as you will see in the following pages of this response. We plan with engineering in mind with multiple local agencies, including the City of Austin and Pflugerville, both with joint jurisdiction with TxDOT along corridors that required substantial coordination.



PLANNING WITH IMPLEMENTATION IN MIND: Kimley-Horn understands that studies are more than pretty documents on your shelf – they must be implementable. Our transportation planning services are fully integrated with implementation strategies and innovative approaches with robust engineering oversight. Roadway Task Lead, Pooja Patel, P.E., has the technical background as a roadway design engineer that is valuable to the long-term vision of the project.



A TEAM DESIGNED FOR YOUR NEEDS: This team was specifically assembled based on skills needed to successfully complete this project. We intentionally partnered with Austin-based subconsultants – Rifeline and The Goodman Corporation (TGC) – who have the depth of knowledge relevant to this study and experience working with us on similar projects. TGC partnered with Kimley-Horn on Leander's Old Town Master Plan to aid with funding and Rifeline joined our team as a public engagement partner for Pflugerville's FM 685 Corridor Study.

Kimley-Horn is invested in the future of Leander and wants this corridor study set the City up for success for its leaders, residents, and visitors. We will approach this project mindful of resources, technical expertise, stakeholder participation, and quality assurance. We look forward to the opportunity to continue our partnership with the City of Leander.

Sincerely,

Jake Gutekunst, P.E., AICP

Project Manager

jake.gutekunst@kimley-horn.com

512.418.4526

10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759

Brian Boecker, P.E.

Signatory, Senior Vice President

brian.boecker@kimley-horn.com

512.418.4533

10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759

1.3. Table of Contents

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Exceptions to Terms and Conditions.....	i
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1.4. Previous Performance/Experience	2
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Attachment C. CIQ Form	xv
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TAB 9

Vendor Addenda.....	20
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TAB 2

1.4. Previous Performance and Experience

About Kimley-Horn

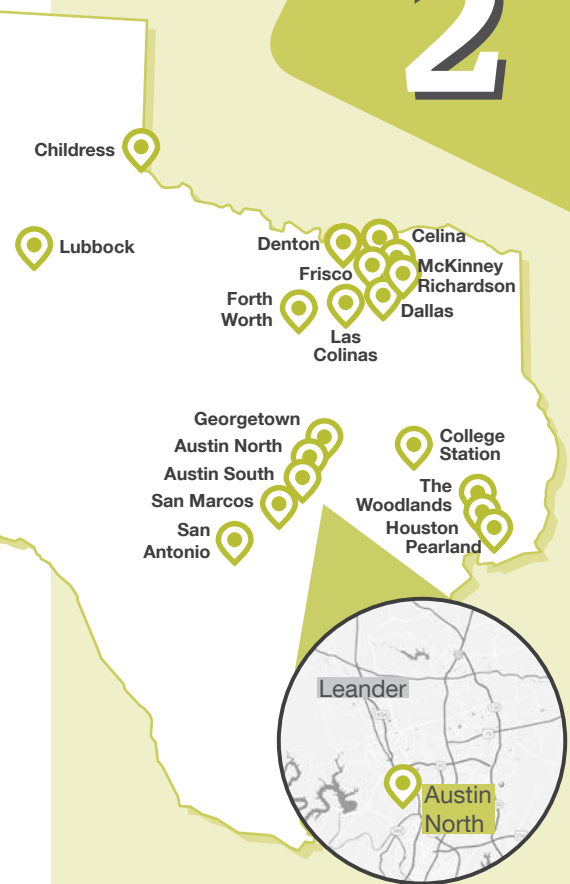
For 56 years, Kimley-Horn has provided planning and engineering consulting services to clients nationwide since its founding by transportation engineers in Raleigh, North Carolina. In the early 1970s, the firm built an impressive track record in regional and urban area transportation planning, traffic impact analysis, parking planning and design, traffic control system design, and statewide and local traffic operations and safety studies. During this period, the firm also added practices in structural, highway, and bridge design, as well as airport planning and design.

Since then, Kimley-Horn has grown into a nationwide full-service engineering consulting firm with 7,000 employees nationwide. We've been established in Austin since 1999 and have served in similar study and transportation planning roles for Leander and surrounding cities in Central Texas like Pflugerville, Austin, Georgetown, and Cedar Park.

Our in-house services also include the following:

- ◆ Transportation planning
- ◆ Master planning and land use
- ◆ Comprehensive planning
- ◆ Landscape architecture
- ◆ Traffic engineering and operations
- ◆ Roadway design
- ◆ Bicycle and pedestrian planning and design
- ◆ Stormwater and drainage design
- ◆ Parking design
- ◆ Streetscape and landscape design
- ◆ Feasibility studies
- ◆ Impact analyses
- ◆ Ordinances and standards development and review
- ◆ Grant applications and research
- ◆ Water/Wastewater (design, water conveyance storage, wastewater interceptors, lift stations, pump stations, and treatment)

We know that responsiveness to your needs will be the measure of our success. Kimley-Horn's philosophy of providing professional engineering services is based on providing exceptional client service and technical expertise. We provide all our clients with teams of client-centered professionals and staff who are empowered with the flexibility needed to quickly respond to both administrative requirements and scheduling needs.



**19 Texas
Offices**

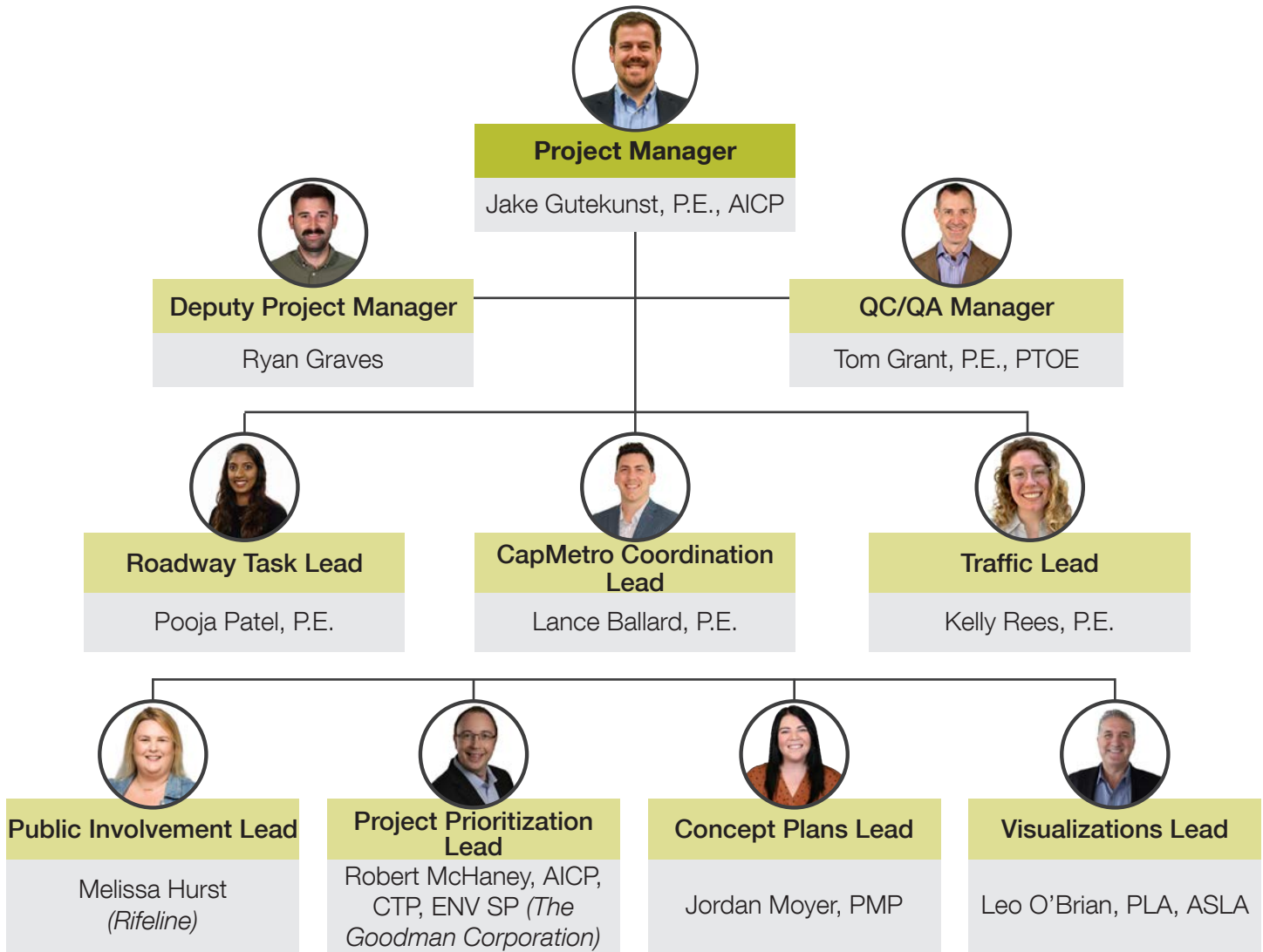


**1,500 Employees
in Texas**

Kimley-Horn has served in similar study and transportation planning roles for Leander and surrounding cities in Central Texas like Cedar Park, Austin, Georgetown, and Cedar Park.

Organizational Chart

As Project Manager and the main point of contact, **Jake Gutekunst, P.E., AICP** will oversee the Corridor Study, as outlined in Scope of Work, and will interact directly with the City's Project Manager. Our team has extensive knowledge in transportation planning and engineering, roadway design, structural engineering, traffic control and phasing, and concept plans. Our diverse team has the technical ability to design cost-sensitive and efficient engineering solutions and the experience and availability to implement those designs on accelerated schedules. Efforts will be led from our Austin North office, located 20 minutes from the City's offices where we are readily available to assist you. Our subconsultant firms (The Goodman Corporation and Rifeline) are also located in Austin. The staff listed below will be available for the duration of the proposed work. An organizational chart and resumes for each key project staff and subconsultant are listed in the following pages.



Our Subconsultant Team

Subconsultants were intentionally chosen based on Kimley-Horn's strong working relationship with them and their experience on projects with similar scopes. **As a trusted TxDOT engagement partner**, Rifeline recently worked with Kimley-Horn on the FM 685 Corridor Study in Pflugerville. The Goodman Corporation worked alongside Kimley-Horn on the Leander Old Town Master Plan with their experience in project funding.

Rifeline

(Public Involvement)

 15% Involvement



Rifeline is a public involvement and community relations firm based in Austin serving both municipalities in Central Texas and TxDOT. Specializing in engagement on transportation projects, Rifeline leverages its deep expertise in community outreach, informed consent, and local issues to develop and execute strategic public involvement plans that fit the needs of every project and client. Rifeline conducts research to determine the issues, facts, and potential supporters and opponents of the project. Rifeline has provided public involvement and community outreach services for a range of projects and initiatives, including the US 190 Feasibility Study for the Temple-Killeen Metropolitan Planning Organization; the Belhouse Pipeline project; the US 69 Feasibility Study in Tyler; and the environmental analyses for Oak Hill Parkway and the I-35 Capital Express Program in Travis County.



Melissa Hurst of Rifeline will be joining the team as Public Involvement Lead.

The Goodman Corporation

(Project Prioritization)

 10% Involvement



The Goodman Corporation (TGC) is a Texas-based professional service firm with a wide range of planning and engineering expertise, project management experience, and unique understanding of the governmental processes for funding and implementing priority projects. TGC excels in grant management, performance-based planning, holistic engineering, project identification, evaluation, and prioritization using benefit-cost analysis, environmental justice, and equity analysis as key components of their process. TGC's technical staff brings significant experience in engineering planning and design, project and program management, federal compliance, and construction management and administration. With a fundamental expertise in planning, TGC has the benefit of understanding projects from concept to development, construction implementation, and project closeout.



Robert McHaney of TGC will be joining the team as Project Prioritization Lead.

WBE/MBE/HUB Usage

Kimley-Horn is not a minority business enterprise (MBE) and does not have WBE/HUB status. However, Kimley-Horn supports the City's encouragement to use and involve WBE/MBE/HUB firms for this corridor study. For this project both of our subconsultants have enterprise status. Rifeline is a certified Historically Underutilized Business (HUB) vendor with the State of Texas. And The Goodman Corporation, is a certified Small Business Enterprise (SBE) vendor with the City of Houston, Houston METRO, and South-Central Texas Regional Certification Agency.

Utilization of Women/Minority/Historically Underutilized Business Enterprises as part of our contracts is a matter of corporate philosophy at Kimley-Horn. We seek to involve minority subconsultants in meaningful roles. Moreover, when clients have established specific goals for minority involvement, we have typically met or exceeded them. Our performance in using minority firms over the past five years is as follows:

We believe this speaks well of Kimley-Horn's efforts to involve minority firms in our business. We will continue our longstanding practice of partnering with minority firms on future projects and on this Corridor Study contract.

YEAR	TOTAL PAID
2022	\$71.1 million
2021	\$54.6 million
2020	\$49.4 million
2019	\$41.5 million
2018	\$23.5 million

Team Resumes



Office Location:
Austin, TX

Professional Credentials

Master of Science,
Civil Engineering,
University of Texas,
Austin

Bachelor of Science,
Civil Engineering,
University of Texas,
Austin

Professional Engineer
in Texas (#129477)

American Institute
of Certified Planners
(#33741)

TxDOT Pre-
certifications: 1.1.1,
1.2.1, 1.3.1, 1.4.1,
1.5.1, 1.6.1, 1.7.1,
1.8.1, 7.1.1, 7.3.1,
9.1.1

Jake Gutekunst, P.E., AICP

Project Manager

Jake has more than 10 years of transportation planning and engineering experience and is a municipal consulting expert with a variety of planning and engineering experience on corridor plans, master transportation plans, mobility studies, safety studies, bond program development, impact fee studies, and more. Jake serves as the trusted advisor for several cities in Central Texas as an on-call traffic engineer, and he knows how to work alongside city employees as an extension of staff to support the city's objectives. He is also comfortable representing his municipal clients professionally to elected officials and citizens alike. Jake has performed the same scope of work outlined in the US Hwy 183 Corridor Study RFQ on other corridor plans and preliminary engineering projects and is very skilled at leading public involvement and engagement. He has developed content for outreach materials and helped organize and facilitate dozens of public and stakeholder events related to transportation planning projects. As both a licensed P.E. and an AICP certified planner, Jake has a unique skill set with perspectives from both the planning and engineering spheres, often serving as a problem solver to reach a successful compromise.

Relevant Experience

- ◆ Leander Transportation Master Plan (TMP) – Leander, TX
- ◆ Leander Roadway Impact Fee Study – Leander, TX
- ◆ Pflugerville Transportation Master Plan – Pflugerville, TX
- ◆ Pflugerville Roadway Impact Fee – Pflugerville, TX
- ◆ FM 685 Corridor Study – Pflugerville, TX
- ◆ Menchaca Corridor Mobility Plan – Austin, TX
- ◆ Guadalupe and West Campus Corridor Mobility Study – Austin, TX
- ◆ Airport Blvd Corridor Mobility Plan – Austin, TX
- ◆ East Riverside Drive Preliminary Engineering – Austin, TX
- ◆ University of Texas Guadalupe and Deen Keeton Safety Studies – Austin, TX
- ◆ University of Texas San Jacinto and Inner Campus Drive Conceptual Design – Austin, TX
- ◆ Austin Transportation Criteria Manual – Austin, TX
- ◆ Austin Strategic Mobility Plan – Austin, TX
- ◆ Georgetown Mobility Bond – Georgetown, TX
- ◆ Fredericksburg Transportation Master Plan – Fredericksburg, TX
- ◆ 2020 Transportation Projects Traffic Impact Study – Fredericksburg, TX
- ◆ 2020 Street Impact Fee Study – Austin, TX



Office Location:
Austin, TX

Professional Credentials

Master of Urban and Regional Planning,
University of Illinois at Urbana-Champaign

Bachelor of Science,
Natural Resources,
University of Illinois at Urbana-Champaign

Associate of Science,
Park College

Ryan Graves

Deputy Project Manager

Ryan has four years of transportation planning experience. He has served in the role of deputy project manager and task lead on a variety of transportation projects in Central Texas over the last two years. These plans include metropolitan transportation plans, active transportation plans, multimodal corridor plans, mobility plans, safety studies, transit market studies and service design, and asset management programs. He has also worked on a handful of transportation engineering projects such as widening studies, congestion management, and traffic impact analysis. Ryan has been involved in projects that had the same scope of work outlined in the US 183 Corridor Study RFQ on short-range and long-range transportation plans. He is skilled at utilizing GIS-based applications to support online and in-person public engagement activities, including creating dashboards and websites for collecting community input.

Relevant Experience

- ◆ Leander TMP Modeling Updates – Leander, TX
- ◆ Georgetown Overall Transportation Plan – Georgetown, TX
- ◆ Round Rock Transportation Master Plan – Round Rock, TX
- ◆ S. Brazos Multimodal Corridor Plan – San Antonio, TX*
- ◆ US 176 Corridor Study – Andrews, TX*
- ◆ San Antonio Bike and Pedestrian Improvements Study – San Antonio, TX*
- ◆ RGVMPPO Metropolitan Transportation Plan – Rio Grande Valley, TX*
- ◆ Wichita Falls Metropolitan Transportation Plan – Wichita Falls, TX*
- ◆ Tyler Metropolitan Transportation Plan – Tyler, TX*
- ◆ Victoria Metropolitan Transportation Plan – Victoria, TX*

**Work performed prior to joining Kimley-Horn.*



Office Location:
Las Colinas, TX

Professional Credentials

Master of Engineering,
Civil Engineering,
University of Florida

Bachelor of Science,
Civil Engineering,
University of Florida

Professional Engineer
in Texas (#100876)
and Oklahoma

Professional Traffic
Operations Engineer
(#3015)

TxDOT Pre-
certifications: 7.1.1,
7.3.1, 8.1.1, 8.3.1

Institute of
Transportation
Engineers (ITE),
Member

International Parking
and Mobility Institute,
Member

National Committee
on Uniform Traffic
Control Devices,
Member

Association of
Pedestrian and
Bicycle Professionals,
Member

Tom Grant, P.E., PTOE

QC/QA Manager

Tom's professional career includes traffic engineering and transportation planning for a variety of projects in the public and private sectors. His 22 years of experience has focused on planning and implementing various multimodal projects in urban settings. He has been involved in projects related to traffic impact studies, parking studies, corridor studies, long-range planning, transportation modeling, traffic signal design, signing and pavement marking, multi-lane roundabouts, and intersection improvement plans. Tom is experienced with bicycle, parking, and transit planning. He provides appropriate and cost-effective solutions to improve operations for all modes of travel and serves on the National Committee on Uniform Traffic Control Devices, which reviews proposed changes to the national standards

Relevant Experience

- ◆ Guadalupe Street Corridor Study – Austin, TX
- ◆ Menchaca Road Corridor Study – Austin, TX
- ◆ Airport Boulevard Form-Based Code and Corridor Study – Austin, TX
- ◆ Bastrop Thoroughfare Plan Update and Codes – Bastrop, TX
- ◆ SH 5 Context Sensitive Corridor Study – McKinney, TX
- ◆ Padre Boulevard (PR 100) Transportation Plan and Access Management Study – South Padre Island, TX
- ◆ Padre Boulevard (PR 100) Sidewalk, Bicycle, and Traffic Signal Design – South Padre Island, TX
- ◆ Seguin Thoroughfare Plan and Roadway Impact Fees – San Marcos, TX
- ◆ SH 5 Context Sensitive Corridor Study – McKinney, TX
- ◆ San Marcos Thoroughfare Plan and Roadway Impact Fees – San Marcos, TX
- ◆ Dallas County Central Trail Feasibility Study – Dallas and Richardson, TX
- ◆ Dallas Complete Streets Manual – Dallas, TX
- ◆ Southwestern Medical District Strategic Mobility Plan – Dallas, TX
- ◆ Dallas Strategic Mobility Plan – Dallas, TX
- ◆ Dallas Bike Plan – Dallas, TX
- ◆ Plano Legacy Business Area Mobility Study – Plano, TX
- ◆ Harry Hines Boulevard Medical District Corridor Study – Dallas, TX
- ◆ Southwestern Medical District Strategic Mobility Study – Dallas, TX



Office Location:
Austin, TX

Professional Credentials

Master of Science,
Infrastructure
System Engineering,
University of Texas,
Arlington

Bachelor of Science,
Civil Engineering,
University of Texas,
Arlington

Professional Engineer
in Texas (#135216)

Pooja Patel, P.E.

Roadway Task Lead

Pooja has more than nine years as design lead on roadway and multimodal urban improvement projects for municipal agencies across Central Texas and TxDOT. Pooja's management and experience extends from design concepts and schematics to successfully producing PS&E packages, construction phase services, and project closeouts. She understands the importance of harmonizing vehicular, pedestrian, and bicyclist traffic while preserving the unique vision and character of a corridor. She also has knowledge in the design and coordination of traffic signals, pedestrian elements, roadway design, drainage, landscape/hardscape, and utilities to provide a comprehensive design. Pooja will be a valuable asset to any team as Roadway Task Lead with her strong background in technical roadway design.

Relevant Experience

- ◆ Burnet Road Roadway Improvements – Austin, TX
- ◆ North Lamar Roadway Improvements – Austin, TX
- ◆ East Riverside Drive Schematic – Austin, TX
- ◆ Pecan St Roadway Improvements – Pflugerville, TX
- ◆ TxDOT US 90 – San Antonio, TX
- ◆ TxDOT SH 6 – Grimes County, TX
- ◆ US 59 at FM 1794 PS&E – Panola County, TX
- ◆ Springdale Road Sidewalk Improvements – Austin, TX
- ◆ S. Llano Shared Use Bridge and Ufer Sidewalk Project – Fredericksburg, TX
- ◆ Sessom Drive Traffic Calming Analysis/Signalization – San Marcos, TX
- ◆ ADA Improvements, TxDOT Corpus Christi District – Beeville, Odem, Corpus Christi, TX
- ◆ ADA Improvements, TxDOT Amarillo District – Canyon, Borger, TX
- ◆ Veloway SOPAC Phase 4A Shared-Use Path – Dallas, TX
- ◆ Cotton Belt Trail/E Dallas Road Widening Improvements – Grapevine, TX
- ◆ Sachse Road Widening – Sachse, TX
- ◆ Old Town Lewisville Neighborhood Improvements – Lewisville, TX



Office Location:
Austin, TX

Professional Credentials

Master of Science,
Transportation
Engineering,
Georgia Institute of
Technology

Bachelor of Science,
Civil Engineering,
Texas A&M University

Professional Engineer
in Texas (#132478),
Georgia, and
Alabama

Institute of
Transportation
Engineers, Member
ITS America, Member

Lance Ballard, P.E.

CapMetro Coordination Lead

Lance has 10 years of experience as a transportation engineer specializing in transportation data analytics, traffic signal operations, and Intelligent Transportation Systems (ITS). Lance previously assisted the City of Leander with signal timing and preemption operations as a part of their Signal Takeover and Signal Retiming projects. Lance used his experience to re-program the preemption operation at US 183 and Hero Way to greatly reduce the number of flash events at that signal due to prolonged preemption events from CapMetro. He is currently retiming half of Leander's traffic signal as Project Manager for the Citywide Signal Retiming Phase 1 project. Lance also assists the City of Austin in the Austin Mobility Management Center (MMC), which is responsible for the maintenance and operation of 1,100 traffic signals in the Austin area. Through this project, Lance is also assisting implementing Transit Signal Priority citywide and works closely with CapMetro to integrate operations between the two agencies.

Relevant Experience

- ◆ Leander Signal Retiming Phase 1 – Leander, TX
- ◆ Leander TxDOT Signal Takeover – Leander, TX
- ◆ Austin Mobility Management Center Expansion – Austin, TX
- ◆ Pflugerville ATMS Support – Pflugerville, TX
- ◆ CAMPO Regional Transportation Data & Statistics Dashboard – Austin, TX
- ◆ Killeen-Temple MPO Signalization Study – Killeen, TX
- ◆ Onion Road Signal Warrants – Killeen, TX
- ◆ Rosewood Signal Warrants – Killeen, TX
- ◆ Mobile Government Street ITS Design – Mobile, AL
- ◆ Government Street ITS Plan & System Recommendations – Mobile, AL
- ◆ Georgia DOT Regional Traffic Signal Operations (RTSO) Program – Region 2, Districts 3, 4, and 7, GA



Office Location:
Austin, TX

Professional Credentials

Master of Science,
Civil Engineering,
Texas A&M University

Bachelor of Science,
Civil Engineering,
Texas A&M University

Professional Engineer
in Texas (#145719)

Kelly Rees, P.E.

Traffic Lead

Kelly has four years of experience in traffic operations, traffic systems design, and transportation design in Central Texas. Her areas of experience include traffic operations analysis, municipal signal timing, signal timing implementations, temporary/permanent signal design, freeway and arterial corridor modeling, safety benefit and cost analysis efforts, and data analysis using ArcGIS, MicroStation, Synchro, and Microsoft Excel. Her experience with intersection improvements includes identifying upgrades for existing signalized intersections as well as designing new signals where required/needed. As a key member of the team serving on the Leander TxDOT Signal Takeover, Kelly was responsible for assessing the condition of all intersections and determining required improvements, modifications, and upgrades, redesigning an existing traffic signal from span wire to mast arm, and creating cost estimates for all recommendations.

Relevant Experience

- ◆ Leander Signal System Retiming – Leander, TX
- ◆ Leander Transportation Master Plan – Leander, TX
- ◆ Neighborhood Speed Study, Leander, TX
- ◆ Hero Way Signal Redesign – Leander, TX
- ◆ Leander TxDOT Signal Takeover, Leander, TX
- ◆ FM 685 Corridor Study – Pflugerville, TX
- ◆ Pflugerville TxDOT Signal Takeover – Pflugerville, TX
- ◆ E Pecan Street Intersection Analysis & Modeling – Pflugerville, TX
- ◆ Hopkins Street VISSIM Analysis – San Marcos, TX
- ◆ Pflugerville Transportation Master Plan – Pflugerville, TX
- ◆ Pflugerville ADA Transition Plan – Pflugerville, TX
- ◆ Sam Bass Traffic Safety Study – Round Rock, TX
- ◆ Mobility35 General Engineering Contract – Austin, TX
- ◆ Austin Strategic Mobility Plan – Austin, TX
- ◆ Austin TMC Operations Expansion – Austin, TX
- ◆ Austin 2020 Street Impact Fees – Austin, TX
- ◆ Pflugerville Roadway Impact Fees – Pflugerville, TX
- ◆ Georgetown Transportation Impact Fee – Georgetown, TX
- ◆ Georgetown Mobility Bond 2021 – Georgetown, TX
- ◆ Killeen Traffic On-Call – Killeen, TX



Office Location:
Austin, TX

Professional Credentials

Master of
Science, Business
Administration,
Southern New
Hampshire University

Bachelor of Science,
Urban Planning,
Arizona State
University

Bachelor of Science,
Political Science,
Arizona State
University

Project Management
Professional
(#3391429)

American Planning
Association, Member

Project Management
Institute, Member

Texas Water Utilities
Association, Member

Urban Management
Assistants of Central
Texas, Member

Central Texas APA
Board of Directors,
Member

Jordan Moyer, PMP

Concept Plans Lead

Jordan has three years of municipal planning experience, working as a planner in local government for a rapidly growing city in Central Texas. Her experience includes utility and land use planning, giving her the ability to plan with holistic views on development as it impacts the city. Her experience in the public sector also includes customer service and engagement with the general public on a regular basis as part of planning projects. Jordan has worked with multiple stakeholders as part of long-range planning efforts, coordinating regional priorities to bring to implementation. She has been working on several zoning map updates with a focus on heavily developing areas such as the 130 Toll Corridor. Jordan's past experience includes comprehensive plans that focus on economic development and creating opportunities for sales tax generation efforts. She is proficient in ArcGIS and municipal policy updates, review, and codification and recently received her Project Management Professional (PMP) Certification and is knowledgeable about using Project Management Institute (PMI) standards.

Relevant Experience

- ◆ Round Rock Policy Review for Code Updates – Round Rock, TX
- ◆ Hutto TIA, Plat, and Plan Reviews – Hutto, TX
- ◆ Georgetown Policy Review for Code Updates – Georgetown, TX
- ◆ Georgetown Future Land Use Plan – Georgetown, TX
- ◆ Transportation Master Plan – Round Rock, TX
- ◆ Round Rock Master Mobility Plan – Cedar Park, TX
- ◆ Georgetown Overall Transportation Plan – Georgetown, TX
- ◆ Hutto Comprehensive Plan – Hutto, TX
- ◆ Cibolo Comprehensive Master Plan Update – Cibolo, TX
- ◆ Lytle Zoning Map Update – Lytle, TX
- ◆ Jarrell City Planner – Jarrell, TX*
 - Canyon Ranch MUD
 - Murifield Village PUD
 - Rancho De Cielo MUD
 - Cielo Gardens MUD
 - Dairy Queen Site Plan
 - Jarrell ISD Elementary School 3
 - Jarrell Fire Department Site 1

**Work performed prior to joining Kimley-Horn.*



Office Location:
San Antonio, TX

Professional Credentials

Master of Landscape Architecture, Harvard University Graduate School of Design

Bachelor of Science, Landscape Architecture, Texas A&M University

Licensed Landscape Architect in Texas (#1516), California, and Nevada

American Society of Landscape Architects, Member

Urban Land Institute, Member

Certified in Low Impact Development, Bexar County

Leo O'Brian, PLA, ASLA

Visualizations Lead

Leo has more than 30 years of experience leading teams to collaboratively create the vision for many award-winning corridors and multimodal pathways. His approach employs collaborative design strategies to achieve a distinctive programming/placemaking for each of his projects. Leo began his practice in San Antonio before gaining invaluable experience on award-winning community, mixed-use, office, retail, and transportation projects nationwide and abroad. He has designed over 100 miles of trails and 77 public parks. Through his diverse background along with his passion for complete design, his projects successfully go from vision to execution. Leo's passion is to create exceptional, on time, on budget public projects, and employ sustainable design throughout each project. For this corridor study, Leo will oversee the project visualizations to illustrate the corridor's ultimate vision.

Relevant Experience

- ◆ Urban Corridor Design and Enhancement Guide – Boerne, TX
- ◆ S. Castell Avenue Design – New Braunfels, TX
- ◆ Schertz Main Street Design and Implementation – Schertz, TX
- ◆ Jeffery Open Space Trail – Irvine, CA*
- ◆ Spectrum Center Drive and District, Smart Street Analysis and Campus Wide Placemaking – Irvine, CA*
- ◆ McArthur Blvd at Airport Business Park, Courtyard Design and Placemaking – Irvine, CA*
- ◆ Park Lane District Streets, Urban Plaza – Reno, NV*
- ◆ First Street Improvements at Riverview – San Jose, CA*
- ◆ Barranca Parkway Parkways and Median – Irvine, CA*
- ◆ Triangle Center Mixed-Use and Urban Plaza – Culver City, CA*
- ◆ McArthur Boulevard – Newport Beach, CA*
- ◆ Third Street Improvements and Dangler – Los Angeles, CA*
- ◆ Vermont Avenue and Manchester Road Streetscape and Metro – Los Angeles, CA*
- ◆ Woodbury Streets and Retail Connection – Irvine, CA*

**Work performed prior to joining Kimley-Horn.*



Office Location:
Austin, TX

Professional Credentials

Masters of Public Administration,
Evergreen State College

Bachelor of Science,
Geography and Land Studies, Central Washington University

Bachelor of Arts,
Political Science, Central Washington University

Bachelor of Arts,
Public Policy, Central Washington University

American Planning Association (APA)
Transportation Planning Division,
Chair

Texas APA Advocacy Transportation and Funding Subcommittee, Chair

National Bipartisan Infrastructure Law Implementation Advisory Group
Assembly of Delegates, Texas APA, Committee Member

American Institute of Certified Planners (AICP) Certified

Robert McHaney, AICP, CTP, ENV SP

Project Prioritization Lead



Robert McHaney, AICP, CTP, ENV SP, is the Chief of Integrated Planning at The Goodman Corporation (TGC) and has been developing mobility policies and served as a mobility consultant for over 15 years. Robert's areas of expertise are in program management, project management, transportation policy, need based planning, performance based planning, cost benefit analysis, and transportation finance. He strives to integrate planners, engineers, urban designers, economists, and policy experts to ensure TGC is at the forefront of helping communities develop plans and projects that fully address today's most pressing issues.

Relevant Experience

- ◆ Galveston-Houston Mobility Corridor Evaluation of Sustainability Principles – Houston, TX
- ◆ Pelican Island Causeway Benefit Cost Analysis (BCA) – Galveston, TX
- ◆ Uptown Bus Rapid Transit BCA – Houston, TX
- ◆ Park and Ride Advance Plans in multiple Texas cities – Leander, Kemah, Texas City, Conroe, San Antonio, Kauffman County, Abilene, Galveston, TX
- ◆ Performance Based Plans in multiple Texas cities – Houston, Conroe, Texas City, Dayton, Waller, TX
- ◆ Conroe 5-Year Strategic Transit Plan – Conroe, TX
- ◆ Baton Rouge CATS Microtransit Plan – Baton Rouge, LA
- ◆ Service planning studies in multiple Texas cities – Arlington, Alvin, Round Rock, Woodlands, TX
- ◆ Securing \$61.8 million grant for Houston Post Oak Boulevard Bus Rapid Transit System – Houston, TX
- ◆ Secured local, state, and federal grants for various entities in Texas
 - Congestion Mitigation Air Quality
 - Transportation's National Infrastructure Investments
 - Infrastructure for Rebuilding America



Melissa Hurst

Public Involvement Lead

Melissa has been with Rifeline since 2015 and currently serves as Vice President. She is responsible for developing communication strategies and programs that help advance Rifeline's clients' efforts to implement projects through the sharing of effective ideas and practices on a wide range of issues. Melissa's experience includes familiarity with local, state and regulatory agencies including the Federal Highway Administration. Prior to joining Rifeline, she was Community Outreach Manager at the Central Texas Regional Mobility Authority from 2006-2015, where she oversaw activities, identified opportunities, and developed strategies for public engagement and information-sharing for large scale transportation projects, including initiatives on 183A, US 290 Toll, US 183 South, 183 North and MoPac South. Previously, she worked with PBS&J (now Atkins) as a Marketing Coordinator expanding their Intelligent Transportation Systems and Tolls Business Development programs.



Office Location:
Austin, TX

Professional Credentials

Bachelor of Arts,
English, Florida State
University

Institute for
Participatory
Management
and Planning,
Management Training
for Systematic
Development of
Informed Consent

Central Texas
Regional Mobility
Authority, Outreach
Manager (2006-2015)

Relevant Experience

- ◆ FM 685 Corridor Study – Pflugerville, TX
- ◆ Mobility35 – Austin, TX
- ◆ 360 Loop – Travis County, TX
- ◆ Kenney Fort Boulevard – Round Rock, TX
- ◆ CapMetro Project Connect – Austin, TX
- ◆ 183A Toll – Williamson County, TX
- ◆ US 290 Toll – Austin, TX
- ◆ US 183 North and South – Austin, TX
- ◆ MoPac South – Austin, TX

Similar Project Experience

FM 685 Corridor Study and Preliminary Engineering – Pflugerville, TX

Kimley-Horn was selected for the four-mile FM 685 corridor study for the City of Pflugerville from SH 130 to Wells Branch Parkway. This corridor includes an interchange with the SH 130 toll road and crosses TxDOT, City, and county jurisdictions. The City was interested in developing long-term solutions for the region, including improving pedestrian and bicycle connectivity with safe crossings, boosting regional connectivity, and implementing intersection solutions that addressed congestion at build-out of the City. Our team completed a traffic microsimulation model as well as detailed traffic demand modeling using the CAMPO model to forecast future conditions along the corridor with alternative improvements to find the best-fit solution. To enhance public engagement and provide a driver's eye view of the final proposed improvements, a 3D fly-through model of the preferred concept was developed to give a realistic view of the roadway.



This project featured robust public and stakeholder engagement, environmental analysis for potential impacts, NEPA compliant engagement for potential future federal funding, and a fiscal impact analysis of land use impacts along the corridor.

Services provided:

- ◆ Detailed traffic analysis
- ◆ NEPA Process and using TxDOT Standards
- ◆ Public engagement
- ◆ 3D rendering of proposed corridor
- ◆ Fiscal impact analysis of land use
- ◆ Coordination with TxDOT, CAMPO & Travis County



Dates: March 2022 – February 2023



Construction Cost: \$126 million (anticipated)



Owner Contact: Emily Barron, AICP | City of Pflugerville | Assistant City Manager | emilyb@pflugervilletx.gov | 512.990.6300



Project Team: Jake Gutekunst (Project Manager), Kelly Rees, Melissa Hurst of Rifeline



[Pflugerville has recently adopted the FM685 Corridor Study](#)

Menchaca Road Corridor Study – Austin, TX

Kimley-Horn led a multidisciplinary team to analyze and recommend the multimodal improvements for Menchaca Road from S. Lamar to FM 1626. The Corridor Mobility Plan studied approximately 8 miles of Menchaca Road, which is a heavily used north-south corridor in Austin.

The plan focused on specific multimodal recommendations related to pedestrians, bicycles, transit, and automobiles, including pedestrian and bicycle accommodations throughout the network. The Mobility Plan goal focused on enhancing mobility, connectivity, and safety for all users and is an extension of past City of Austin plans and visions. The Health Impact Assessment (HIA), which focused on increased physical activity, influenced the recommendations with a focus on injury prevention, increased physical activity, and healthy outcomes. Corridor plans and renderings were prepared showing the recommendations. Most of the corridor is City of Austin's jurisdiction, except for approximately 1.1 miles at the southern end of the corridor, which is under TxDOT's jurisdiction. The project process was coordinated with TxDOT, CapMetro, CAMPO, the South Lamar Combined Neighborhood Planning Area, and the South Austin Combined Neighborhood Planning Area. The project included two public involvement meetings, a survey, pop-in meetings, an online comment mapping tool, and a series of small stakeholder meetings.

Services provided:

- ◆ NEPA Process
- ◆ Using TxDOT Standards
- ◆ Raised Median Analysis on a TxDOT roadway
- ◆ New median design and construction
- ◆ Multimodal design with ADA improvements
- ◆ Streetscaping and landscaping
- ◆ Coordination with TxDOT, CapMetro, and CAMPO
- ◆ Public engagement



Dates: November 2017 – January 2020



Construction Cost: \$124.4 million



Owner Contact: Neil Going, P.E., PTOE
| Corridor Program Office, City of Austin |
Consultant Project Manager | neil.going@
austintexas.gov | 512.974.7766



Project Team: Jake Gutekunst (Deputy Project
Manager) and Tom Grant (Project Manager)



[Visit the report here](#)

Guadalupe Street Corridor Study and West Campus Mobility Plan – Austin, TX

Kimley-Horn led a multidisciplinary team to analyze and recommend the preferred multimodal option for Guadalupe Street, as well as several of the streets in West Campus (Lavaca, Nueces, and 24th). The study area is bounded by the University of Texas Austin's campus to the east of Guadalupe Street, MLK Jr. Boulevard to the south, Rio Grande Street to the west, and 29th Street to the north.

Guadalupe Street is a heavily used transit, pedestrian, and bicycle corridor. The preferred option focused on increasing people throughput through the corridor and included converting two vehicle travel lanes to transit-only lanes, providing protected or buffered bike lanes, and widening the sidewalks. The Health Impact Assessment (HIA), which focused on increased physical activity, influenced the preferred scenario with a focus on injury prevention, increased physical activity, and healthy outcomes. Renderings were prepared for the public open house showing the scenarios with urban design components, such as street trees and furniture within the expanded pedestrian zone.

Services provided:

- ◆ Public engagement
- ◆ Coordination with CapMetro
- ◆ Multimodal analysis in high bike/pedestrian area
- ◆ Placemaking opportunities
- ◆ Off-street transportation network analysis within focus area



Dates: August 2014 – November 2017



Construction Cost: \$33.7 million



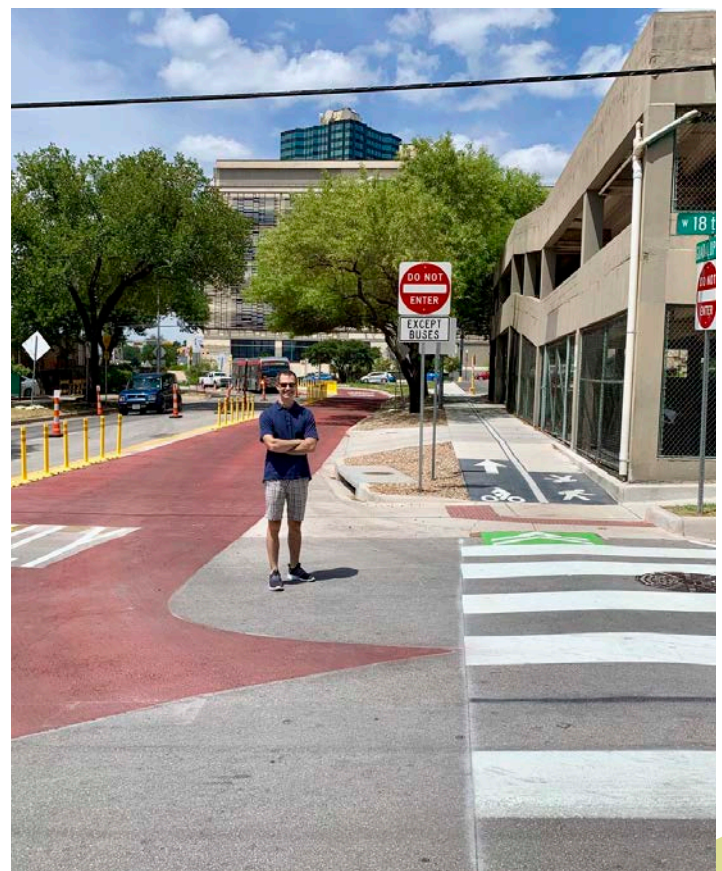
Owner Contact: Neil Going, P.E., PTOE
| Corridor Program Office, City of Austin |
Consultant Project Manager | neil.going@
austintexas.gov | 512.974.7766



Project Team: Jake Gutekunst (Deputy Project
Manager) and Tom Grant (Project Manager)



[Visit the report here](#)



Proof of Licensure

Kimley-Horn and persons included on this team are registered and in good standing to practice in the State of Texas. See our licensing numbers below:

Texas Board of Professional Engineers F-928	Texas Board of Architectural Examiners BR 1030	Texas Board of Professional Land Surveying 10115500
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Our Certificate of Registration is attached in **Tab 3**.

Subconsultant Certification

Rifeline is a certified Historically Underutilized Business (HUB) vendor with the State of Texas.

Texas Historically Underutilized Business 1261526869000

The Goodman Corporation is a certified Small Business Enterprise (SBE) vendor with the City of Houston, Houston METRO, and South Central Texas Regional Certification Agency.

City of Houston Small Business Enterprise 20-6-12614S	Houston METRO Small Business Enterprise 2686	South Central Texas Regional Certification Agency Small Business Enterprise 222118179
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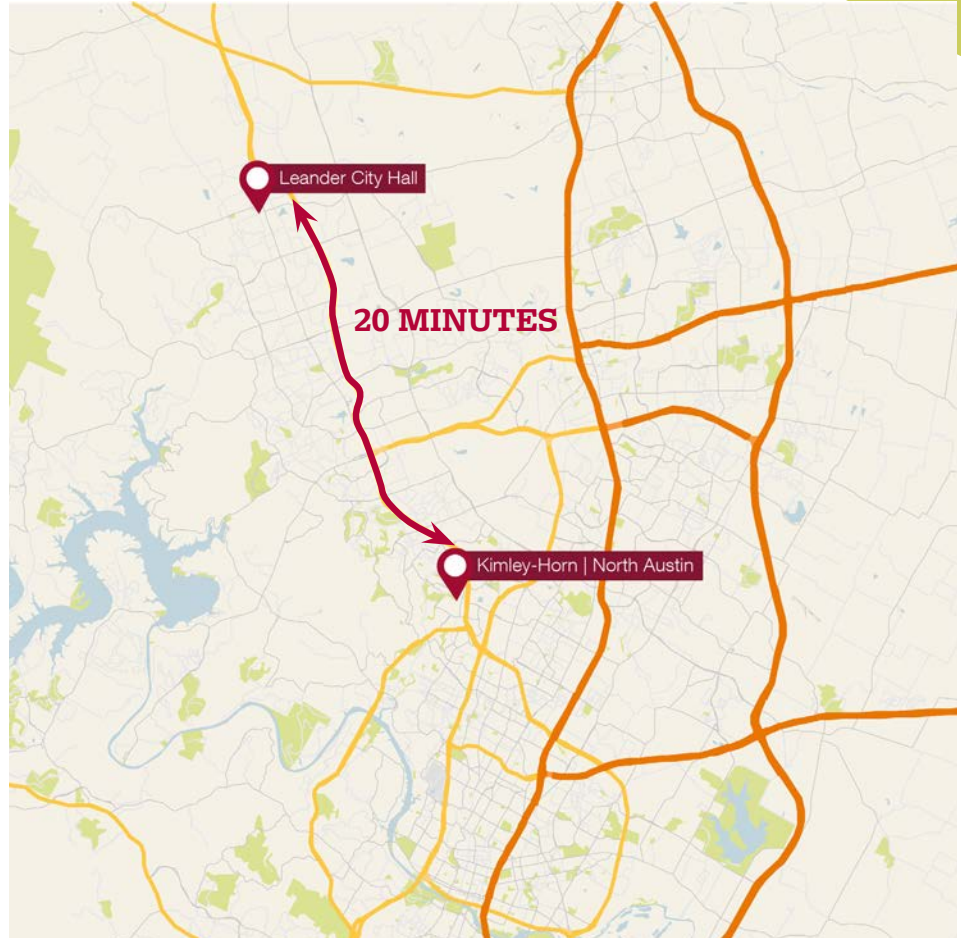
Certificate of Registration for practicing Engineering Services in the State of Texas for The Goodman Corporation is attached in **Tab 3**.

1.5. Available Resources and Consultant Locations

Available Resources

Kimley-Horn is available, interested, and committed to providing engineering services to the City of Leander for the duration of this contract. Each team member shown in this response is available to focus on the projects that the City assigns immediately. Our availability and interest is backed by the resources and production horsepower that our 7,000-person firm can provide along with our experience serving clients in a local and personal environment.

Furthermore, our local offices include Georgetown, Austin North, and Austin South, with a combined 290 employees to serve you. Our Austin North office, where the work will be performed, is located just 20 minutes from Leander City Hall, allowing us to respond to the City's needs in-person. There are six transportation planners in our Austin North office available to work with the City in addition to 17 available to assist statewide. The combined skills of these employees and their teams push our projects beyond mere completion and in the direction of innovation. Through a proven track record, outlined in detail in this response, we have shown that we are dedicated to exceeding expectations and delivering high quality implementable plans with City leadership, residents, and visitors.



Location of Services to be Provided

All Kimley-Horn services will be provided from staff in our Austin North office. Quality Control will be provided from our Irving/Las Colinas office. Visualization services will be provided from our San Antonio office.

Attachment A. Reference Sheet

City of Leander Reference Sheet

ATTACHMENT A RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: #S23-003

RESPONDENT'S NAME: Kimley-Horn and Associates, Inc.

DATE: 4/6/2023

Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

- | | | | |
|----|-----------------------|-----------------------------------|----------------------|
| 1. | Company's Name | City of Pflugerville | |
| | Name of Contact | Emily Barron, AICP | |
| | Title of Contact | Assistant City Manager | |
| | E-Mail Address | emilyb@pflugervilletx.gov | |
| | Present Address | 100 West Main Street | |
| | City, State, Zip Code | Pflugerville, TX 78691 | |
| | Telephone Number | (512) 990.6300 | Fax Number: () |
| | | | |
| 2. | Company's Name | City of Cedar Park | |
| | Name of Contact | Fran Irwin | |
| | Title of Contact | Director of Community Affairs | |
| | E-Mail Address | fran.irwin@cedarparktexas.gov | |
| | Present Address | 450 Cypress Creek Road | |
| | City, State, Zip Code | Cedar Park, TX 78613 | |
| | Telephone Number | (512) 401.5008 | Fax Number: () |
| | | | |
| 3. | Company's Name | City of Georgetown | |
| | Name of Contact | Nathaniel Waggoner | |
| | Title of Contact | Transportation Coordinator | |
| | E-Mail Address | nathaniel.waggoner@georgetown.org | |
| | Present Address | 300-1 Industrial Avenue | |
| | City, State, Zip Code | Georgetown, TX 78626 | |
| | Telephone Number | (512) 930.2572 | Fax Number: () |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Certificate of Registrations



1.6. Methodology and Approach

Kimley-Horn understands the scope of work included in the RFQ and proposes the following methodology to complete the work using the same task structure to fulfill the services requested in the timeframe allotted.

Task 1 – Program Administration And Management

Jake Gutekunst, P.E., AICP (Project Manager) will be your single point of contact and will interface directly with the City's Project Manager. All task leads, including subconsultants, will report directly to Jake. He will lead regular bi-weekly progress meetings with the project team to coordinate schedule, give project updates, and monitor project resources. He will be available to the City by phone, email, or text at all times and prides himself in responsiveness as demonstrated on past projects with Leander and our other client references.

At project inception, Jake will work to develop a Project Charter document that combines the schedule, project management plan, QC/QA plan, public engagement plan, project goals and objectives, and communications protocol into one living document to be updated as the project progresses. We have found this to be a successful system for managing expectations, logging actions and responsibilities, and being flexible to shifts in projects as they develop that will serve the City well on this corridor study that follows Project Management Institute best practices. In addition, Kimley-Horn will set up a project repository using its Sharefile system (or City approved equivalent) that will serve as a live repository of all draft and final deliverables, data transfers, meeting records, and public engagement documentation. This will be updated as the project progresses and a clear point of reference for the latest and most updated materials for the project for active file management.

Jake takes a proactive approach to communication and will provide frequent updates to the City regarding status and key issues that could impact schedule and budget. Jake will coordinate with task leads to get in front of long-lead items including CapMetro and TxDOT coordination to ensure projects meet or exceed schedule. **Tom Grant, P.E., PTOE** will also serve as the QC/QA Manager for the project acting as an independent reviewer and corridor planning expert for quality assurance purposes who has worked together with Jake on past projects in the City of Austin. **Jake will personally be involved in every step of this project.**

Task 2 – Outreach And Engagement

Kimley-Horn has intentionally teamed with Rifeline after a highly successful delivery of a NEPA compliant engagement program together on the FM 685 corridor study for Pflugerville, which will help to preserve eligibility for future federal and state funding. Rifeline, which has an affinity for facilitating public buy-in using a dynamic combination of grassroots and grasstops outreach, and high-level public affairs. Rifeline conducts research to determine the issues, facts, potential supporters, and opponents of the project, and use tools such as one-on-one meetings, in-person and virtual open houses and online surveys, to create and implement a winning plan and community engagement campaign. Both firms are specialists in public engagement and have worked extensively with elected officials, government agencies, public and private companies, community leaders, and neighborhoods. We feel that this combined depth and redundancy will add value to this important component of the project.

The Kimley-Horn team leverages Rifeline's deep expertise in community outreach, informed consent, and local issues to develop and execute customized, strategic public involvement plans to fit the specific needs of every project and client we serve. We intend to work with the City of Leander to develop specific engagement goals and objectives, including things like target number of responses for various engagement tools and specific businesses, HOAs, and residents along the corridor, which will be included in the early deliverable of a public engagement plan for review and approval by the City.

In addition, we have structured the team to include a CapMetro coordination lead in Lance Ballard, P.E. who has a history of working with the City and TxDOT on the US 183 corridor and will provide invaluable stakeholder coordination and communication for the interaction with the railroad owned and operated by CapMetro running parallel to this corridor.  **We believe a successful strategy requires acknowledging the importance of this stakeholder and providing a high level of care to them.** In addition, Kimley-Horn proposes to have a series of meetings with TxDOT throughout the plan development process with appropriate decision makers

at the agency as it relates to design parameters for corridor concepts. As a TxDOT maintained corridor, coordination will be required on any recommended improvements with the agency. We also believe this coordination is crucial to the project's success as the corridor study needs to be implementable. This also allows us to get ahead of any potential "turn-back" proposals from TxDOT that may result from completion of the frontage roads on US 183A in Cedar Park that are currently programmed for construction in the future, pending a funding gap shortfall.

US 183 through Leander is a key mobility corridor, serving a variety of transportation needs for the City. A successful vision will require a successful public involvement program. We build trust by implementing early and continuous community outreach while applying the following guidelines to every stage of the project:



Be Thorough and Responsive: Identify your stakeholders and go to where they are. **We intend to leverage community events for in-person engagement coupled with online engagement as a successful strategy.**



Be Transparent: Clearly articulate and explain the decision-making process to the public, so they understand that priorities are set based on facts and a thoughtful process including technical studies, available capital, feasibility, etc.



Be Consistent: Provide updates on a regular basis to the public to keep them informed through each step of the process to mitigate surprises and flare ups.

Collecting and incorporating community feedback is a priority for our team. The project team would begin community outreach early on in the project and continue as needed to build trusting relationships and a transparent process. Our strategy will include the following tools and tactics:

- ♦ Identifying key stakeholders and special interest groups and their potential issues.
- ♦ Developing a database for tracking key stakeholders accompanied by a listening log to track communications and commitments.
- ♦ One-on-one meetings with stakeholders to address specific concerns and perceived impacts.
- ♦ Open house meetings or workshops to provide an opportunity for the community to learn about the project, ask questions, and provide feedback to be incorporated by the project team.
- ♦ Creating an online presence, including:
 - A project webpage to provide up-to-date information about the project and a point-of-contact for two-way communication. The Kimley-Horn Team proposes to use an online digital hub for the project on Social Pinpoint, a central location for multiple engagement tools that allows for control of comments posted and robust metrics on engagement. Kimley-Horn has successfully used this platform on several projects, including the Hopkins Street Improvements project in San Marcos.
 - A community survey and interactive map for collecting community feedback and learning about concerns or potential issues.
 - Social media networks and email blasts to notify the public of upcoming meetings and distributing information.
- ♦ Developing communication tools, including:
 - Key messages to ensure a unified message is presented by the project team.



- Frequently Asked Questions (FAQ) that provide general and issue-specific topic information related to the project. FAQs will be continuously updated as new questions arise and will be available on the website and distributed at community events.
- Audience-friendly maps and layouts that are easily understood to show proposed recommendations and support the project team during community presentations and stakeholder meetings. This is to be supported by creating realistic street view renderings of proposed improvements and subarea concepts led by Task Lead **Leo O'Brian**.
- Meeting exhibits that allow for information to be on display at workshops and open houses. These can also be used to support the project team during presentations and stakeholder meetings.
- Advertisements or promotions on Facebook, Nextdoor, and Twitter to promote open houses, workshops, surveys, and additional information collecting tools.
- Media materials such as press releases to promote the project and garner further support from the public at-large.



Rifeline will draw from its experience in Central Texas working to engage environmental justice (EJ) groups, produce materials in Spanish and English, and target engagement to reach historically underrepresented audiences, including the elderly and individuals with disabilities.

Task 3 – Existing And Future Conditions Assessment

Review of Existing Studies and Plans

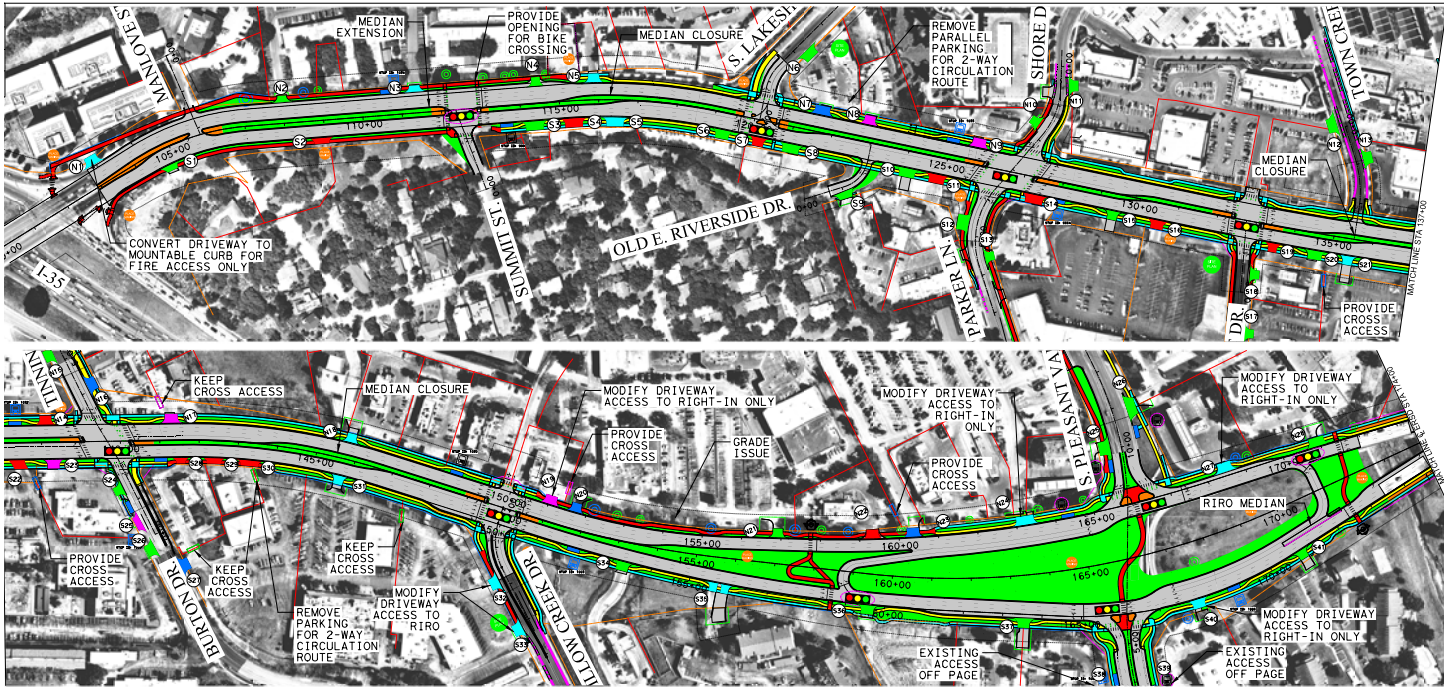
An effort will be made to understand previous planning efforts, stakeholder desires and needs, and desired future use of this corridor to assess opportunities. The initial public meeting will require an assessment of existing street network operations, safety challenges, and land use conditions as a baseline for the community to react to and provide feedback. Kimley-Horn has unparalleled knowledge of the plans for the US 183 corridor with our experience developing the Old Town Master Plan, Transportation Master Plan, and Roadway Impact Fee Study previously for the City. 💡 **This will not only save significant time and resources for the City by having a reduced schedule, less efforts with file transfers, and less time getting up to speed, but also ensure that the “why” behind past recommendations is captured as a baseline for this study.**

Data Collection

The most important part of any planning effort is reliable inputs for the evaluation process. The Kimley-Horn team will collect traffic counts to supplement existing data and complement Kimley-Horn's experience developing the City's Travel Demand Model. This data will be used to evaluate existing deficiencies in the transportation network, where adjacent facilities are needed; evaluate capacity expansions; and evaluate critical intersections where bottlenecks need to be addressed. Safety data will be sourced from the TxDOT CRIS database. We recognize that there is likely little to no pedestrian and bicycle activity along the corridor due to the lack of facilities and that this represents a significant opportunity to improve options for multimodal connectivity. 💡 **We can use engagement in Task 2 to identify where people want to walk and bike to, as well as evaluation of the city's future land use plans and active developments like Northline to identify priority areas for implementation in the short term for quick win projects.** A full needs assessment will be developed to identify opportunities for improvement along the corridor that identify barriers to travel, and opportunities for placemaking and tying into areas of community investment. We intend to share how these needs were addressed in the recommendations by tying recommendations back to specific comments shared in the early phases of our outreach plan.

Future Conditions

Future conditions will be reflective of the character and context of the concept areas along the corridor, which may consider things like parking, freight, zero lot line buildings, and other unique challenges of urban design that may not be reflected in the City's engineering standards and design criteria. We also propose to work in tandem with TxDOT and property owners along the corridor to identify solutions that address access management and interactions with the Red Line train operations along this corridor. Conversion of a center turn lane in some areas to a median requires significant coordination and outreach, which Jake and team are familiar with navigating on the Riverside Drive preliminary engineering report development.



East Riverside Drive (Austin, TX) recommended access modifications.

LEGEND - ACCESS MODIFICATIONS

- EXISTING DRIVEWAY TO REMAIN
- ESTABLISH JOINT ACCESS DRIVEWAY
- MODIFIED ACCESS
- CLOSURE WITHOUT SITE REDEVELOPMENT
- PROPOSED SINGLE ACCESS DRIVEWAY
- CLOSURE WITH SITE REDEVELOPMENT

Jake also helped write standards for access management in Austin's Transportation Criteria Manual rewrite in 2021, which will be highly valuable to the City in efforts to develop this strategy in the corridor plan. 💡

Task 4 – Concept Plan Development

The Kimley-Horn team will identify opportunities for the Leander market that allow for consideration of the “place” Leander has in the local sub-regional market while providing the client team with a technical and analytical base of information from which to direct plan decisions and advance strategic initiatives. Specifically, we will build upon the City’s existing demographic data and any other studies prepared for the City and will collect psychographic and market data related to population, household, age, ethnicity, income characteristics, consumer spending, taxable revenue, visitor and convention information, and select economic values. Trends, both historical and future, will be identified and inputs used to inform stakeholder decisions and model the impacts of various growth scenarios.

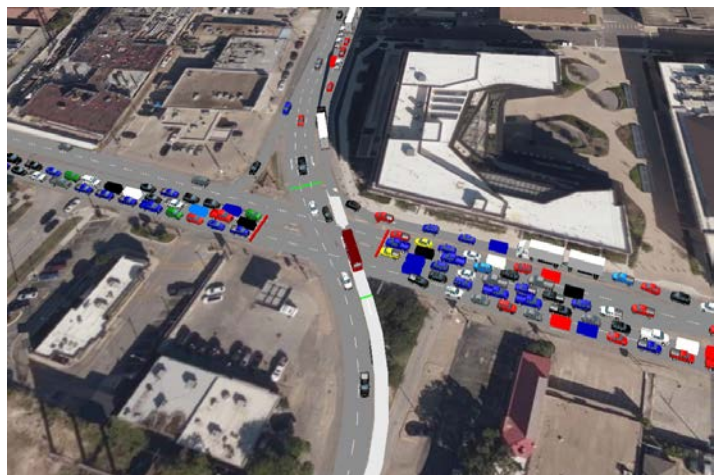
The Kimley-Horn team will prepare a market profile of the study areas explaining historic trends in the indicators identified above. Using conclusions drawn from the completion of the above-mentioned, the team will review the data considering what is meaningful to various investor audiences including lenders, developers, business and landowners, and community promoters. Building upon studies prepared for the City, the Kimley-Horn team will analyze:

- ◆ Development activity by land use (supply and demand)
- ◆ Delivery system characteristics (e.g., property owner, developer, investor expectations)
- ◆ Anticipated trends in product types
- ◆ Financing and investment markets which support the development of specific residential product types
- ◆ Inform opportunities for building on existing retail/service strengths and commercial clusters, influence traffic-generating anchor districts, and make the best use of land, buildings, and public services.

Kimley-Horn will then work to generate Concept Plans that identify specific cross sections applicable to each subarea that are context sensitive or specific to each area’s needs. **Cross sections will be developed in collaboration with Planning, Engineering, Public Works, Fire, and any other City departments to balance the needs of these compact areas in urban environments.** Visualizations led by Task Lead Leo O’Brian, PLA, ASLA will illustrate streetscape, lighting, and other enhancements to the areas behind curb or in medians that are sensitive to maintenance needs. In addition, Kimley-Horn will develop area specific opportunities for multimodal connectivity and proactive urban design treatments to enhance crossings for safety and visibility at intersections. Specific land uses and/or sites within each subarea will be identified as catalytic land use opportunity areas to activate the subareas or serve as anchors for additional development or as a hub for mobility. In addition, any specific projects, policies, or programs to address safety issues will be specified in a list of priority actions to be prioritized in **Task 5**.

Traffic Operations Analysis

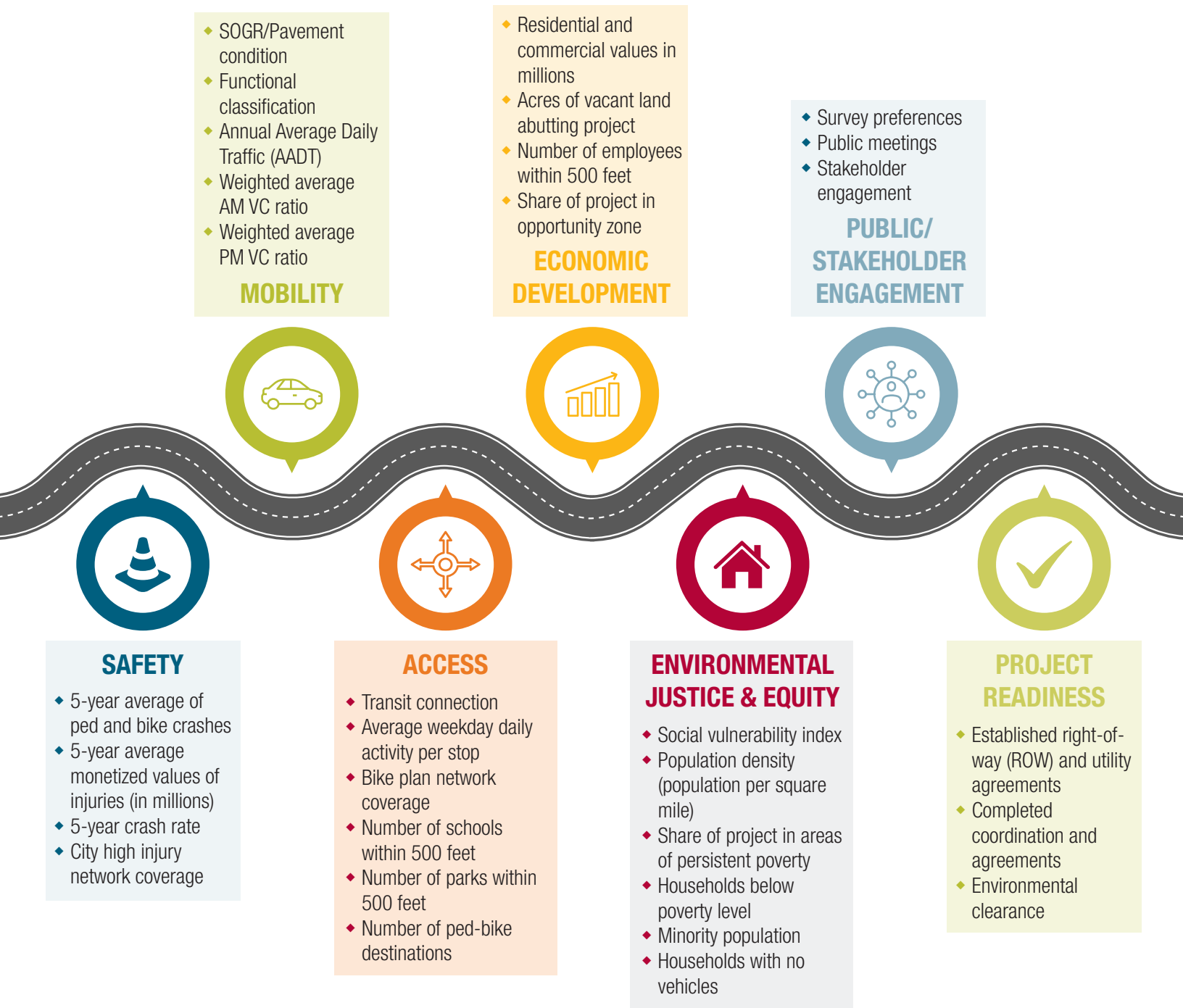
Kimley-Horn proposes to use microsimulation analysis using Synchro with a defined study year to determine a growth rate that captures known developments along the corridor and a reasonable timeframe for potential construction, pending funding of preliminary and final engineering and construction for the project. Further analysis may be required in the future based on the preferred concept and when a more refined design is determined as funding becomes available. Outputs from the model and a visual aid using the TrafSim feature of the software will be used to illustrate how the corridor operates with and without improvements in the selected build year along with metrics comparing the degree of improvement.



Guadalupe Corridor Plan – Contraflow Transit Lane and Traffic Simulation.

Task 5 – Draft Recommendations And Project Privatization

Based on the information gathered in the previous tasks, the project team will use its  **needs-based analysis tool** – also referred to a project prioritization tool – and comprehensive experience in developing benefit/cost analysis to aid the City in prioritizing individual project recommendations. The team's need-based analysis tool is a comprehensive sketch tool that examines the need for a project. Based on the following factors (not all factors are applicable to all projects):



The weighting of various needs areas will be driven by input received from City leadership along with the public as a component of Task 3. The needs-based analysis will provide a data-driven approach to quantifying needs and will provide the foundation for the benefit/cost analysis (BCA), which is the last component to the needs-based analysis.

The detailed scoping and cost development completed in this task will set the stage for the BCA. The BCA will use the data that was gathered in the needs-based analysis and monetization factors from various national, state, and local sources. The BCA contains analysis such as a life cycle cost analysis, safety countermeasure analysis, and emissions analysis. The BCA factors can also be weighted but most often the final score is weighted within the need-based analysis tool.

The project team will host a meeting (as referenced in Task 1) with key stakeholders, as needed, and the project management team to review the draft project recommendations. At this meeting the team will finalize the recommendations made by the project team and if they need to be modified to best align with City objectives. Using the information in this task, the project team will then examine various outside funding opportunities and City budget priorities to finalize a list of priorities by timeframe. Included in the recommendations and evaluation of corridor projects and priorities will be a preliminary assessment of a turn back of maintenance to the City by TxDOT and the projected maintenance burden to the City in coordination with TxDOT.

Task 6 – Final Report With Implementation Plan

As shown in the timeline in **Tab 5**, the final report will be developed within 12 months of the beginning of the project. An executive summary will be provided that includes a summary of the implementation packages and the recommended projects to move forward to implementation.

The Kimley-Horn team will develop a draft corridor plan that will demonstrate how land use, urban form, corridor vibrancy, and place-making are considered in a manner consistent with community expectations. Detail will be provided through a conceptual layout of the corridor demonstrating the short- and long-term vision, and recommendations will be prepared. This corridor plan will also illustrate the constraints due to ROW by balancing of accommodations for the different modes of travel. The final report will be presented to City Council and other key stakeholders as deemed appropriate.

BY THE NUMBERS

10-YEAR TRANSPORTATION CIP

Roughly
\$320 million
in total identified needs



INTERSECTIONS

\$1 Million Per Year
roughly 2
traffic signals
or 5 to 8 turn lanes



RESTRIPING

Roughly
5 miles of bike
lanes per year, or 2-3
miles of roadway maintenance
restriping per year



TRANSPORTATION TECHNOLOGY

Update traffic
timing
on 2-3 corridors per year PLUS
dollars for TxDOT signal takeover
costs



SIDEWALKS

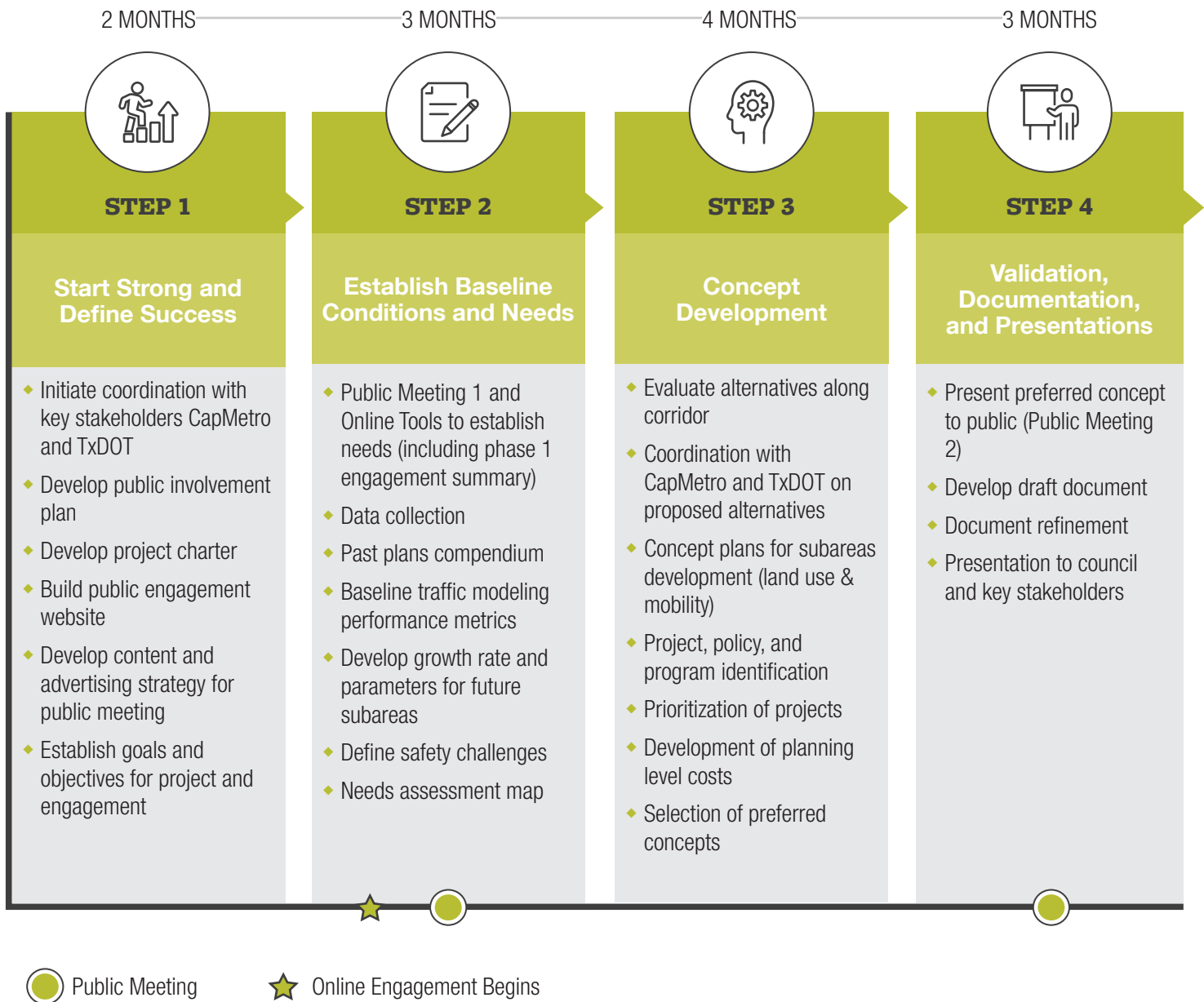
Roughly 1 mile per year of
new 6' sidewalks



1.7. Timeline

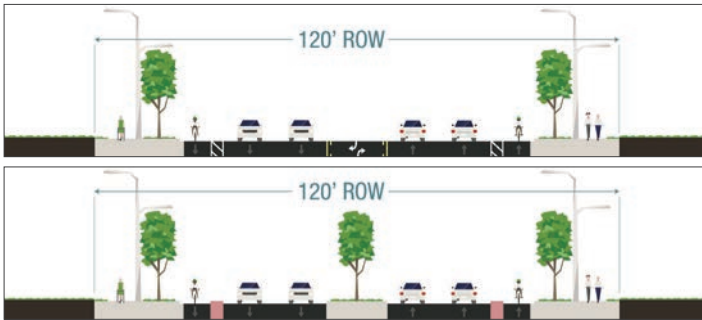
Based on the scope of work in the RFQ and our approach, the Kimley-Horn team has developed a timeline that consolidates the scope into six tasks for the corridor study that are structured to guide City staff and Council through a straightforward process with well-defined deliverables. We anticipate this process will take approximately 12 months to complete with the option to be accelerated or otherwise customized based on City priorities and alignment with other concurrent efforts.

TAB
5



1.8. Work Samples

In the following page we have provided work samples for the Guadalupe Corridor Plan, Menchaca Road Corridor Development and Corridor Study, FM 685 Corridor Study, S. Castell Corridor, and Boerne urban Corridor Design, which complement our project experience.



Renderings of ROW for the Menchaca Road Corridor Development.



Scan the QR code to view a 3D model video of the proposed corridor enhancements for FM 685.



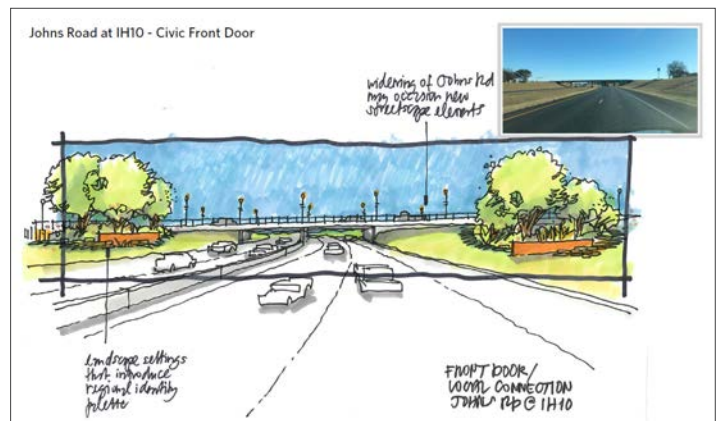
Rendering for the Guadalupe Corridor Plan, which shows the multimodal transformation of existing auto-centric corridors.



Proposed corridor enhancements for FM 685.



Corridor design renderings for South Castell Avenue in New Braunfels



Streetscape rendering for Boerne Urban Corridor Design.

Attachment C. CIQ Form

TAB
7**CONFLICT OF INTEREST QUESTIONNAIRE**
For vendor doing business with local governmental entity**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Kimley-Horn and Associates, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes☐ No N/A

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4*Brian C. Bosh PE*

Signature of vendor doing business with the governmental entity

4.6.2023

Date

Adopted 8/7/2015

Solicitation Addenda

We acknowledge the addenda that was posted to the City of Leander's website on March 21, 2023.

TAB
8

Vendor Addenda

Kimley-Horn is not providing our own vendor addenda.

TAB
9



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Parkside Village.

BACKGROUND:

The public infrastructure improvements required for Parkside Village have been installed, inspected, and are satisfactorily 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 in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on July 20, 2023, which will provide warranty and maintenance coverage for public infrastructure improvements through July 20, 2025. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, construction, or maintenance are corrected prior to expiration of the bond.

RECOMMENDATION:

Staff recommends City Council's formal acceptance of the public infrastructure improvements for Parkside Village.

PRESENTER:

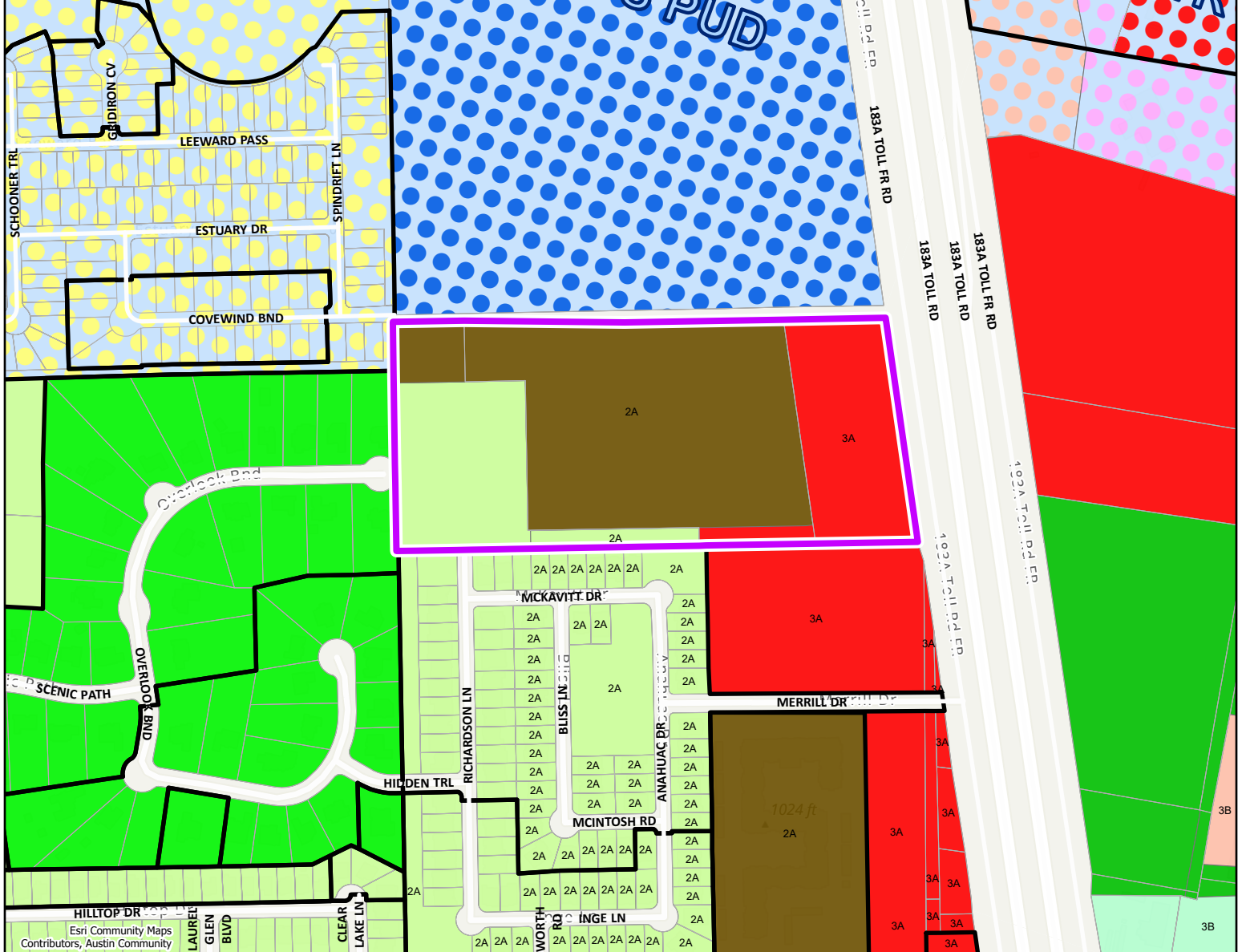
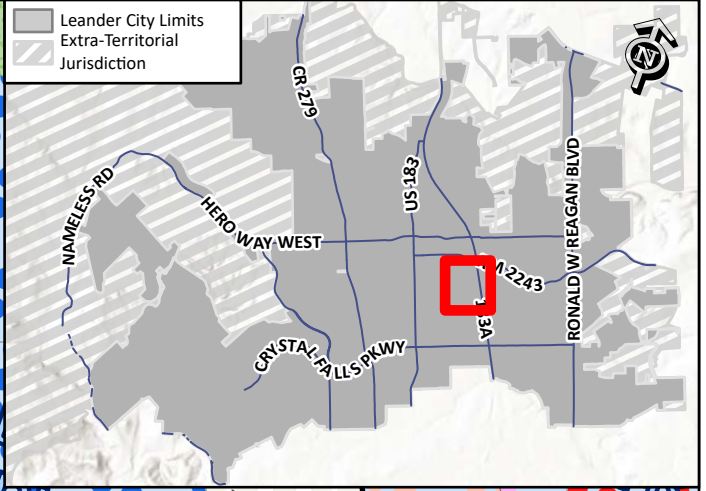
Emily Truman, P.E., CFM, PMP, City Engineer

Attachments

1. Acceptance Documents - Parkside Village

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

Leander City Limits
Extra-Territorial
Jurisdiction

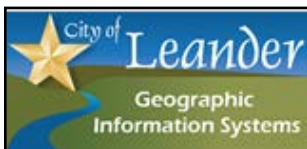


SUBDIVISION ACCEPTANCE

Parkside Village - 20-PICP-040

City Limits

Accepted Subdivision



RESIDENTIAL

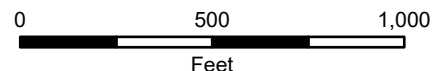
- SFR - Single-Family Rural
- SFE - Single-Family Estate
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- MF - Multi-Family
- RETAIL / COMMERCIAL
- LO - Local Office
- GC - General Commercial
- HC - Heavy Commercial

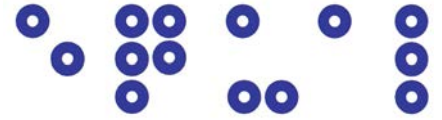
PUD LAND USE

- PUD - Single-Family
- PUD - Mixed Use
- PUD - Local Office
- PUD - General Commercial
- PUD - Heavy Commercial

SECTORS

- OS - Open Space
- CD - Conventional Sector





3 July 2023

City of Leander, Texas:

On 3 July 2023, I inspected the portion of sidewalk for # 20-PCIP-040 from the public right-of-way at Covewind Bend from the south entrance drive to the hwy 183 intersection in Leander, Texas.

We deem the sidewalk to be substantially compliant with the 2010 ADA code requirements.

Colleen Dement
Accessibility Specialist, RAS 1371
theACCESSpartnership, lp
v 512 /476.8675
cdement@access-lp.com

ENGINEER'S CONCURRENCE
FOR
FINAL INSPECTION AND PROJECT ACCEPTANCE

PROJECT: Parkside Village Public Improvement Construction Plans (20-PICP-040)

Date: June 27, 2023

Owner's Name and Address

Marquis Residential Development, LLC
9606 N. Mopac EXPWY, STE 500
Austin, Texas 78759

Consultant Engineer's Name and Address

Kimley-Horn and Associates, Inc.
10814 Jollyville Road, Bldg. IV, Suite 200
Austin, TX 78759

On this date, June 27, 2023, I, the undersigned Professional Engineer in the State of Texas, or my representative, visited the site and made a visual inspection of the above referenced project and subsequently corresponded with representatives of the City of Leander's Planning and Development Review Department and the Project Contractor. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander.



06/27/2023

Joshua W. Miksch
Signature

Joshua W. Miksch
Typed Name

TX License # 122089
Texas Registration

TX Firm # F-928
Texas Firm Registration

Kimley»Horn

July 10, 2023
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn,

The following is the information as applicable to the Final Cost and Quantities, and Inspection Fee Settle Up of the Parkside Village Public Improvement Construction Plans Project #20-PICP-040 of this "project".

Name on Approved Construction Documents: Parkside Village Public Improvement Construction Plans Project #20-PICP-040

Name on Bank Bond for Fiscal Posting: _____

Final Cost and Quantities:

Costs Categories	Totals
Streets	\$128,379.29
Stormwater/Drainage	\$289,380.27
Water	\$436,607.10
Wastewater	\$121,508.17
Streetlights	\$0.00
Landscape Improvements	\$17,102.72

Total = **\$992,977.55**

Total Improvements =	\$992,977.55
Maintenance Bond (10%) =	\$ 99,297.76

Inspection fee settle up:

Total Improvements =	\$ 992,997.55
Currently Paid Inspection Fees =	\$ 82,157.03
Inspection Fees (3.5%) =	\$ 34,754.21
Insp. Fee to be reimbursed to developer =	\$ 47,402.82

If you have any questions or require any additional information, please do not hesitate to contact me at 512-410-7737.

Sincerely,



Joshua W. Miksch, P.E.
Project Manager
TBPE F-928



Attachments: Final Pay Application for Crystal Village Phase 2 Public Improvement Construction Plans Project #20-PICP-040

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

STATE OF TEXAS
COUNTY OF Travis

Date: 06/30/2023

Developer: CWS DD Parkside L.L.C,

Contractor/Material
Provider ("Affiant"): OHT Construction LLC

Project: PCIP Permit 20-PCIP-040

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 5 day of July, 2023

Initialed: ET

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF Travis

BEFORE ME the undersigned authority on this day personally appeared 7/5/2023, 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 5th day of 7, 2023.

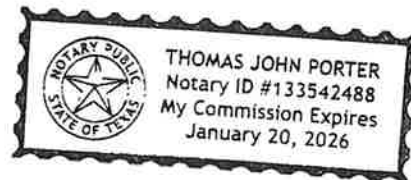
[S E A L]

[Signature]

Notary in and for the State of Texas

Name: _____

My commission expires: 01/20/2026



Initialed: _____

ET

MAINTENANCE BOND
Subdivision Improvements

Bond No. PR2729259

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that CWS Leander Parkside, L. P.
as Principal, whose address is 9606 N Mopac Expressway, Suite 500, Austin, TX 78759 and
Platte River Insurance Company a Corporation organized under the
laws of the State of Nebraska, 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 Ninety-nine thousand two hundred ninety-seven & 76/100 Dollars
(\$ 99,297.76) 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 Parkside Village 20-PICP-040
_____ (the
"improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 30th day of June, 2023.

CWS Leander Parkside, L. P.

Principal

By: [Signature]

Title: VP

Address: 9606 N. Maple Expwy

Suite 500

Austin TX 78759



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

N/A

Platte River Insurance Company

Surety

By: [Signature]

Title: Lisa M. Lucas, Attorney-in-fact

Address: _____

2121 N. California Blvd., #300

Walnut Creek, CA 94596

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Contra Costa)
 On June 30, 2023 before me, Tanya Chinchilla, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Lisa M. Lucas
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~s~~
 subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~,
 or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws
 of the State of California that the foregoing paragraph
 is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

PR2729259

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----LISA M. LUCAS; D. RICHARD STINSON; TANYA CHINCHILLA-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

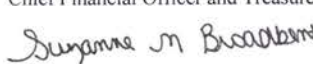
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary



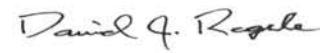
PLATTE RIVER INSURANCE COMPANY


John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.




David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 30th day of June, 2023




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-ePOA-M (Rev. 01-2020)



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of a Resolution adopting rules to ensure the identification, security and confidentiality of electronic bids or proposals and providing an effective date.

BACKGROUND:

City Staff has identified electronic bid and proposal submission as a way to streamline operations and possibly reduce the cost of the bid and proposal process. To provide an electronic means of receiving and securing bid/proposals the City must adopt the required rules by resolution.

Local Government Code Chapter 252.0415 states, "A municipality may receive bids or proposals under this chapter through electronic transmission if the governing body adopts rules to ensure the identification, security and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time."

RECOMMENDATION:

Staff recommends approval of a Resolution adopting rules to ensure the identification, security and confidentiality of electronic bids or proposals and providing an effective date.

PRESENTER:

Kelly Wenzel, Contract Manager
Cheryl Kaufman, General Services & Purchasing Manager

Attachments

1. EBidding Rules Resolution

RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS ADOPTING RULES TO ENSURE THE IDENTIFICATION, SECURITY, AND CONFIDENTIALITY OF ELECTRONIC BIDS OR PROPOSALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leander, Texas, is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, it is necessary for the city to make purchases of supplies, equipment, materials and other things requisite for public purposes; and

WHEREAS, in order to receive bids or proposals in a more timely and efficient manner, the City Council desires to accept bids or proposals through electronic transmission; and

WHEREAS, Section 252.0415 of the Texas Local Government Code authorizes a municipality to receive bids or proposals through electronic transmission, provided the governing body of the municipality first adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time; and

WHEREAS, the City Council, in compliance with Section 252.0415 of the Texas Local Government Code, now deems it necessary to adopt rules to ensure the identification, security, and confidentiality of electronic bids or proposals.

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

SECTION 1. The City Council of the City of Leander, Texas, hereby adopts electronic bidding rules to ensure the identification, security, and confidentiality of electronic bids or proposals, which are attached hereto on Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon its adoption and approval.

PASSED AND APPROVED THIS THE ____ DAY OF _____, 2023.

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, TRMC City Secretary

EXHIBIT “A”

ELECTRONIC BIDDING RULES

When entering into an agreement with a third-party provider (“Provider”) to assist the City with electronic bidding services, such Provider must agree to provide a system which meets the following standards:

- All logins and registered use of the system are required to be performed via a Transport Layer Security (TLS) version 1.2 or higher encrypted connection with an appropriate cipher to ensure 256-bit encryption to and from individual users’ computers and the vendor’s server or cloud service.
- The implementation should include a cryptographic protocol which provides communication security over the Internet, encrypting the segments of network connections above the Transport Layer, using asymmetric cryptography for key exchange, symmetric encryption for privacy, and message authentication codes for message integrity. This protocol will allow for client-server applications to communicate across a network in a way designed to prevent eavesdropping and tampering.
- The SSL/TLS Certificate of the system should encrypt all information moving to and from the website. This means no exchange between the Provider and its visitors can be intentionally or accidentally “overheard” or tampered with by a third party, regardless of whether the visitor is uploading, submitting, or downloading documents, including the viewing of submitted bids and proposals. The SSL/TLS Certificate should not only confirm the identity of the Provider to the visitor’s browser, but also should encrypt information sent and received by the Provider.
- The system must utilize a high-grade encryption cipher to protect online transactions and use of the system. The coding and encryption of the system must prevent the opening and access of bids and proposals by any user other than the vendor who submitted documents through the Provider’s website. A “security curtain” should be encoded into the system that prevents city staff from viewing the source of vendor submitted bids and proposals and the actual submitted documents until the designated bid closing date and time has passed. With the release of the access and information restriction to the city at the bid closing time, the security curtain instantly falls in place for vendors so they can no longer access the documents they have submitted. This code for the security curtain must be written and password protected within the administrator panel of the system so it is not accessible to either city or vendor users at any time.



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of Amendment No. 3 to K Friese + Associates, Task Order KFA-46 San Gabriel Elevated Storage Tank (CIP W.41) for supplemental engineering services in the amount of \$58,658.00 for total contract amount of \$513,414.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

K Friese + Associates was selected in August 2020 for the design, bid, and construction phase services of the project as part of the overall prequalification of engineering firms, and issued Task Order KFA-46.

Amendment #1 for \$21,560.00 was requested and executed to add the design and construction phase services covering the stub-out for the Bryson Phase 14 development and redesign of approximately thirty-two hundred (3,200) linear feet of the proposed twenty-four (24)- inch waterline.

Amendment #2 for \$9,615.00 was requested and executed for the design of two (2), eight (8")- inch stub-outs for the properties south of the future San Gabriel Parkway Phase 3 project.

Amendment #3 for \$58,658.00 is requested for reviewing strategies, leading meetings, repackaging, and re-permitting the project documents in the rebid efforts, due to the rejection of the single, over-budget bid opened in August 2022 for a partial amount of \$18,460.00. The remaining portion is an additional not-to-exceed amount of \$40,198.00 for additional construction management efforts partly pertaining to additional meetings and site visits during key phases and additional specialized testing with the third party tank inspector.

The total of all three (3) amendments to date: \$119,833.00 for a total cumulative task order amount of \$513,414.00.

HISTORY/TIMELINE:

05/10/2021 - Amendment #1 Signed by City Engineer

04/21/2022 - Amendment #2 Signed by City Manager

RECOMMENDATION:

Staff recommends approval of Amendment #3 for \$58,658.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Russell Alabastro, CIP Program Manager

Fiscal Impact

Amount requested: \$58,658.00

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): Amended

Recurring or one-time: One-time

Fund source (Operating / Utility / etc.): Water Impact Fees 25-31-8638

Attachments

1. Amendment 3 to Task Order KFA-46

TASK ORDER AMENDMENT FOR PROFESSIONAL SERVICES

TASK ORDER AMENDMENT NO. 3 TO TASK ORDER KFA-46

This will constitute authorization by the City of Leander, Texas (Owner), for K Friese & Associates, LLC, Austin, Texas (Engineer), to proceed with the following described engineering services.

CITY OF LEANDER SAN GABRIEL ELEVATED STORAGE TANK & 24-INCH PIPELINE

A. AMENDMENT DESCRIPTION

Additional services for design and bid phase services related to the San Gabriel Elevated Storage Tank project.

A detailed description of the additional services to be performed is attached:

B. SCOPE OF SERVICES

1. See Attached

C. BASIS OF COMPENSATION

1. The total compensation for Amendment 3 to the San Gabriel EST project shall be on a partially lump sum basis of \$12,000 and partially on an hourly basis not to exceed \$46,658.00 without prior authorization from the Owner, for a total amendment amount of \$58,658.00. This amendment brings the total authorization amount for the Task Order to \$513,414.00. A Manpower/Budget Estimate is attached. 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.

D. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein in the shortest length of time possible and to coincide with the construction schedule.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

City Manager

Attest _____

Date _____

ACCEPTED:

K FRIESE & ASSOCIATES, LLC

By 

Thomas M. Owens, P.E.
Vice President

Attest 

Date 22 Jun 23

SCOPE OF SERVICES
SAN GABRIEL ELEVATED STORAGE TANK & 24-INCH PIPELINE
AMENDMENT 3

The San Gabriel Elevated Storage Tank (EST) was originally advertised for bid in July 2022, and bids were opened in August 2022. After reviewing the single bid received, the City of Leander (City) decided to reject the bid and to readvertise the project. The City and K Frieese + Associates (KFA) had received several concerns regarding the site layout, access, and constructability of the project by contractors. Prior to readvertising the project for bidding, KFA led several meetings with the City and the approved contractors for the project to discuss the contractor's concerns to best address and resolve difficult aspects of the project that could be leading to higher than expected costs. Following these discussions, KFA revised several plan sheets, front end documents, and technical specifications to address several of these challenges. KFA then resubmitted the project for City permitting and assisted the City with a 2nd bid phase. The 2nd round of bids were opened in January 2023 and the City awarded the construction contract to the low bidder.

Additionally, the construction phase has been extended longer than originally anticipated, which has resulted in additional effort outside of the original scope of services.

The additional effort required by KFA outside of the original scope of services is listed below.

PHASE I – DESIGN PHASE (LUMP SUM TASKS)

1. Project Management/Administration – This task includes additional effort related to monitoring budgets and schedules, communications, and other tasks directly associated with the project.
2. Project Design Meetings – KFA coordinated and led meetings with the City and contractors to discuss the project challenges and constructability concerns that were brought forward during and after the first bid process.
3. City of Leander Meetings – No additional effort.
4. EST - Plan Cover, Notes, Detail Sheets – No additional effort.
5. EST Plan Preparation – KFA revised the site layout and site plan to address workspace challenges discussed with contractors, and to add information related to the additional construction access roadway to be designed and constructed by others.
6. EST - Erosion Control & Tree Protection Sheets/Details – KFA revised the erosion control plan to account for the additional construction access roadway to be designed and constructed by others.
7. EST - Traffic Control Sheets – No additional effort.

SCOPE OF SERVICES
SAN GABRIEL ELEVATED STORAGE TANK & 24-INCH PIPELINE
AMENDMENT 3

8. EST - Technical Specifications – KFA revised the contract documents and technical specifications to include additional language and requirements through discussions with the City and contractors.
9. EST - 50%, 75%, and 100% Submittals – No additional effort.
10. Construction Cost Estimates – No additional effort.
11. EST - Quality Assurance/Quality Control – KFA performed QA/QC for the revised plan sheets and specifications.
12. EST – Permitting:
 - a. TCEQ Permitting – No additional effort.
 - b. City of Leander Permitting – KFA revised permitting documents and plans and prepared the submittal for review through the City of Leander Site Permitting process.

PHASE II – BID & CONSTRUCTION PHASE SERVICES (EST) (NOT-TO-EXCEED)

1. KFA will assist the City of Leander during the Bid Phase with contract document distribution, conducting the pre-bid conference and bid opening, contractor coordination, and providing assistance throughout the bidding process. Services during the bid phase will include:
 - a. Pre-Bid Conference – KFA will attend the pre-bid conference document any questions and any responses provided at the meeting and issue a follow-up addendum if necessary.
 - b. Addenda/Bidder Coordination – KFA will interpret plans and specifications and draft addenda, as necessary, for issuance by the City of Leander.
 - c. Bid Opening, Bid Tabulation, and Bid Recommendation – KFA will attend the public bid opening. After receipt of bids, KFA will tabulate the bids in unit price format. KFA will evaluate the bids for responsiveness, meet with the low bidder if necessary, and issue a recommendation of award to the City of Leander.
2. KFA will assist the City of Leander with contract administration during the construction phase of the project. The initial scope of services assumed a construction duration of 10 months; however, the schedule was extended to 16 months which will require additional services. KFA's additional services will include:
 - a. Overall internal project management – This task includes additional effort related to monitoring budgets and schedules, communications, and other

SCOPE OF SERVICES
SAN GABRIEL ELEVATED STORAGE TANK & 24-INCH PIPELINE
AMENDMENT 3

tasks directly associated with the project for the additional six (6) months of construction duration.

- b. Construction docs reproduction and distribution – No additional effort.
- c. Attend pre-construction conference – No additional effort.
- d. Attend regular construction meetings – KFA will attend regular construction meetings with the City of Leander, Contractor, and other parties as appropriate, including preparing the meeting minutes. The original scope assumed a total of 10 monthly meetings. However, it was decided by the City during the pre-construction meeting that bi-weekly meetings would likely be required. For budgeting purposes, we have assumed an additional 22 meetings to take place.
- e. Site Visits – KFA will visit the site to check the progress of the work and verify general conformance with the project plans and technical specifications. The original scope assumed a total of 10 site visits. An additional six (6) monthly site visits are assumed.
- f. Tank Inspection & Materials Testing (Boswell) – Due to the specialty nature of elevated storage tank, Boswell & Reyes have been included to provide periodic overall tank inspection and materials testing for concrete, steel, and paint on an as needed basis. The original proposal was developed in July 2020, and Boswell has experienced increased costs due to market conditions in that time. Additionally, the extended schedule will require more inspection trips to the project site than originally anticipated. Note that Boswell will not be performing full-time inspection.
- g. Submittal Review – No additional effort.
- h. Pay Estimate Review – KFA will review the Contractor's pay estimates after approval by the on-site Inspector and make recommendations for payment. An additional six (6) monthly pay estimates are assumed.
- i. Preparation of Change Orders – No additional effort.
- j. Provide answers to requests for information (RFI's) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. The original scope assumed a total of four (4) RFIs. To date there have been seven (7) RFIs submitted and responded to by KFA. An additional 10 RFIs have been assumed in addition to the original scope.
- k. Contract Close-out – No additional effort.
- l. Record Drawings – No additional effort.

SCOPE OF SERVICES
SAN GABRIEL ELEVATED STORAGE TANK & 24-INCH PIPELINE
AMENDMENT 3

- m. Survey Control – Inland Geodetics will reestablish survey control points to be used for construction of the project. The original control points were damaged and survey control was not able to be established.

KFA MANPOWER/BUDGET ESTIMATE - SAN GABRIEL ELEVATED STORAGE TANK AND 24" PIPELINE
AMENDMENT 3

Task	Principal Hours	Project Manager Hours	Project Engineer Hours	EIT Hours	CADD Technician Hours	Clerical Hours	Total Labor Hours	Total Labor Cost	Sub- Consultant Cost	Expenses Cost	Total Cost
Phase I - Design Phase (Lump Sum Tasks)											
1 Project Management/Administration		8					8	\$1,600			\$1,600
2 Project Design Meetings		8	12				20	\$3,280			\$3,280
3 City of Leander Meetings							0	\$0			\$0
4 EST - Cover, Notes, Detail Sheets							0	\$0			\$0
5 EST - Plan Preparation (2 Revised Sheets)		1	2	8	8		19	\$2,160			\$2,160
6 EST - Erosion & Tree Protection (1 Revised Sheet)		1	2	4	4		11	\$1,320			\$1,320
7 EST - Traffic Control Sheets/Details							0	\$0			\$0
8 EST - Technical Specifications		1	4	8			13	\$1,640			\$1,640
9 EST - 50%, 75%, 100% Submittals							0	\$0			\$0
10 EST - Construction Cost Estimates							0	\$0			\$0
11 EST - QA/QC of Contract Documents		4					4	\$800			\$800
12 EST - Permitting	0	1	4	4	0	0	9	\$1,200	\$0	\$0	\$1,200
a TCEQ Permitting							0	\$0			\$0
b City of Leander Permitting		1	4	4			9	\$1,200			\$1,200
Lump Sum Task Totals	0	24	24	24	12	0	84	\$12,000	\$0	\$0	\$12,000
Phase II - Bid & Construction Phase (EST)											
1 Bid Phase Services	0	4	20	26	0	0	50	\$6,460	\$0	\$0	\$6,460
a Pre-Bid Conference			4	6			10	\$1,220			\$1,220
b Addenda/Bidder Coordination		4	12	16			32	\$4,240			\$4,240
c Bid Opening, Tab. & Recommendation			4	4			8	\$1,000			\$1,000
2 Construction Phase Services	0	44	74	82	0	6	206	\$28,630	\$10,168	\$1,400	\$40,198
a Project Management		6				6	12	\$1,650			\$1,650
b Construction Plan Reproduction and Dist.							0	\$0			\$0
c Pre-Construction Conference							0	\$0			\$0
d Construction Meetings (22)		24	40	40			104	\$14,800		\$1,100	\$15,900
e Site Visits (6)		6	12	6			24	\$3,540		\$300	\$3,840
f Tank Inspection, Materials Testing (Boswell)							0	\$0	\$7,668		\$7,668
g Submittal Review							0	\$0			\$0
h Pay Estimate Review (6)		2	6	12			20	\$2,560			\$2,560
i Change Orders							0	\$0			\$0
j RFIs (10)		6	16	24			46	\$6,080			\$6,080
k Contract Close-out							0	\$0			\$0
l Record Drawings							0	\$0			\$0
m Survey Control							0	\$0	\$2,500		\$2,500
Subtotal Phase II (NTE)	0	48	94	108	0	6	256	\$35,090	\$10,168	\$1,400	\$46,658
Not-to-Exceed Task Totals	0	48	94	108	0	6	256	\$35,090	\$10,168	\$1,400	\$46,658
Project Totals (Lump Sum + Not-to-Exceed)	0	72	118	132	12	6	340	\$47,090	\$10,168	\$1,400	\$58,658





BOSWELL & REYES
INTERNATIONAL, LLC.
a mbe/wbe owned company

CLIENT SERVICE IS NUMBER 1

1503 Sagebrush Drive
Round Rock, Texas 78681
phone | 512-426-3380
e-mail | Robert@brintl.com
e-mail | Marylou@brintl.com
web | www.brintllc.com

May 1, 2023

Mr. Greg Blackburn, P.E.
K Friese + Associates
1120 South Capital of Texas Highway
City View 2, Suite 100
Austin, Texas 78746

Subject: Consulting, and Construction Materials Inspection and Testing of the New San Gabriel Composite 1.25 MG EST in Leander, Texas

Dear Mr. Blackburn:

Boswell and Reyes International, LLC (BRI) is pleased to submit this budget increase proposal for Consulting, and Construction Materials Inspection and Testing of the New San Gabriel Composite 1.25 MG EST in Leander, Texas.

We have prepared this proposal based on our experience with similar tank construction projects and our email correspondence with you. The purpose of this proposal is to present our scope of work for the project and associated unit fees for our services.

Plans, specifications and a contractor schedule for construction and painting were not available for us to base our quantities for inspection, testing and project management time on. Therefore, the overall cost for our services may be more or less than proposed depending on the needs and demands of the project and, contractor schedules and sequence of work.

The proposal was developed on our understanding that the high water level elevation at overflow will be 135 feet above ground level and with a 40 foot head range and 7 foot tall concrete lifts. Based on these figures there will be approximately 14 lifts for the concrete pedestal.

Proposed Estimated Fee

At this time, we estimate a preliminary budget increase of \$7,688. The original preliminary estimated budget \$82,131 was provided on July 1, 2020. The requested increase of \$7,688 will make the new estimated budget, \$89,819 to be billed on a time-and-materials basis. Our estimate does not include costs for re-inspections or re-test for contractor non-compliant work, contractor delays, overtime worked hours, stand-by time or site visits that are cancelled upon arrival or while on route to the project.

Scope of Services

We understand the project includes the construction of a 1.25 MG elevated water tank located in Leander, Texas. Our services for this project will include project management, project administration, providing the painting specifications, field observation and testing, and laboratory testing during the site and tank construction, and tank painting phases. The purpose of our services is to document substantial compliance with the construction documents using the generally accepted industry practice for our area.

Task 1: Compaction Testing of Fill Materials, Sub-grade and Base

BRI will provide a soil technician for call-out testing to confirm that fill materials are properly placed and compacted. This task may include the following as requested:

- Obtain sample(s) of proposed material for laboratory evaluation.
- Observe and document subgrade conditions prior to fill/backfill placement.
- Observe and document any proof-rolling operations.
- Perform appropriate field testing to determine in-place moisture/density conditions.
- Document field test locations.
- Verbally report test results to the Contractor's Superintendent.

Task 2: Portland Cement Concrete Testing

BRI will provide a technician to confirm that the Portland Cement Concrete (concrete) provided at the project site is in conformance with project specifications. This task may include the following as requested:

- Observe and document reinforcement steel placement.
- Perform field testing to document slump, air and concrete temperature, air content as specified.
- Produce and transport specified concrete test cylinders for laboratory testing.
- Laboratory curing and compressive strength testing of test cylinders.
- Report results of field and laboratory test data.
- Verbally report test results to the Contractor's Superintendent.

Task 3: Hot Mix Asphaltic Concrete Testing

BRI will provide a technician to confirm that the Asphaltic Concrete (asphalt) provided at the project site is in conformance with project specifications. This task may include the following as requested:

- Observe and test and document asphaltic placement.
- Laboratory testing and document asphaltic test specimens.
- Report results of field and laboratory test data.
- Verbally report test results to the Contractor's Superintendent.

Task 4: Steel Services

BRI will provide a Certified Welding Inspector for call-out inspection and testing to confirm that construction of the tank is in conformance with the project specifications. This task would include the following as requested:

- Collect and review contractor welding procedures and welder certifications,
- Randomly observe fit-up and welding process for welds.
- Observe welds for conformance with AWS, API and/or AWWA standards as applicable.
- Radiographic testing of welds.
- Report results of observations and tests.
- Verbally report test results to the Contractor's Superintendent.

Task 5: Paint Inspection and Testing

BRI will provide a paint inspector to confirm that surface preparation and painting of the tank is in conformance with project specifications. This task may include the following as requested:

- Verification of paint manufacturer's product.
- Random observation of proper surface preparation.
- Random observation of coating application process.
- Random measurement of applied coating thickness.
- Observe contractor confirmation of coating integrity using Holiday testing.
- Report results of observations and tests.
- Verbally report test results to the Contractor's Superintendent.

Task 6: Project Management and Report Preparation

BRI will provide general oversight, coordination with field technicians, and report reviews. If requested by the Client, the Project Manager will be available to assist with consultation and resolution of problems should they occur.

General Notes

1. All required access and equipment for inspection and testing shall be provided by others and not by BRI.
2. Two full size sets of plans and two half size sets of plans, and two conformed sets of project manuals will need to be provided to BRI for their use on the project. The plans and manuals will remain in BRI possession after the project is completed.

Scheduling and Communications

1. We request that our dispatch office (512-426-3380) be contacted at least 48 hours in advance of any necessary observations and tests. In order for us to accomplish our scope of services, we request to be provided with two sets of the project plans, specifications, and builders drawings prior to the start of the project.

Terms of Engagement

1. Please indicate your approval of this proposal by providing us with a Work Order listing the Scope of Services including our proposed fee.

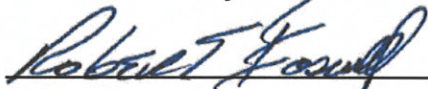
Attachments

1. Minority / Women-Owned Business Enterprise; ESBE, HABE, MBE, SBE, WBE Certification.
2. Historically Underutilized Business Certification.
3. City of Houston, Approved Agency and Special Inspection Certification.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on your project. If you have any questions, please contact us at (512) 426-3380.

Sincerely,

Boswell and Reyes International, LLC



Robert Boswell
COO/Principal Professional



Jessica Reyes
Junior Professional

Control Survey

1. Inland will re-establish three (3) survey control monuments for this project.
2. The coordinate values will be reconciled to NAD 83 Texas State Plane Coordinates, Central Zone 4203, US Survey feet and NAVD 88 for vertical control datums. These values will be derived from GPS SmartNet VRS observations at each point that include geographic positions of northing, easting and orthometric heights and will be relative to the original coordinate system of the project.
3. Deliverables will include a list of benchmarks and project control coordinates.

Inland estimates the fees (billed at published hourly rates) for the above services to be:

Control Survey: \$2,500.00 (non taxable)

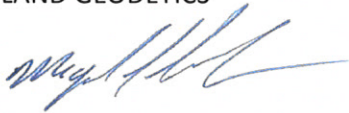
TOTAL: \$2,500.00

Inland will begin work within two (2) days of Notice to Proceed and can complete the project within two (2) day thereafter.

The estimated fee proposed above are based on personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes, site/route changes, plan revisions, field recovery of or discrepancies of control provided will be considered reasonable cause for us to seek additional compensation for services not included in these amounts.

INLAND GEODETICS

Client:



Miguel A. Escobar, LSLS, RPLS
Chief Surveyor
1504 Chisholm Trail Road, Suite 103
Round Rock, Texas 78681
512-238-1200

Signature: _____ Date: _____
Printed Name: _____
Title: _____
Company Name: _____



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of Amendment No. 3 for Walter P. Moore and Associates, Inc., Task Order WPM-1 Lakeline Boulevard Pipelines - Phase 1 (CIP W.72) for supplemental engineering services in the amount of \$25,000.00 for total contract amount of \$219,765.52; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Walter P. Moore was selected in January 2021 for the design, bid, and construction phase services of the project as part of the overall prequalification of engineering firms, and issued Task Order WPM-01.

Amendment #1 for \$13,050.00 was requested and executed to add the design and construction phase services covering the addition of a control valve and associated piping to the existing CR 280 elevated storage tank.

Amendment #2 for \$20,150.00 was requested and executed to survey, collect, and provide all needed metes and bounds for securing the temporary construction easements for the installation of the waterline extension along Lakeline Boulevard.

Amendment #3 for \$25,000.00 is requested to provide additional design and document updates to modify the approved permit design to plan for the future northward expansion of Lakeline Boulevard from Hero Way West; add the necessary valves, tees, piping, boring calculations and notations to continue the waterline extension from the eastside of Lakeline Boulevard to the westside within the existing City ROW to allow ease of future connection and expansion of the City water service in the westbound direction of Hero Way West; and add details and notations for communications duct banks to be installed parallel with the new waterline extension in the continued efforts to help expand fiber across the City.

The total of all three (3) amendments to date: \$58,200.00; the cumulative amendments and original task order total amount is \$219,765.52.

HISTORY/TIMELINE:

Amendment 1 = \$13,050 - Signed by City Engineer 1/23/2023

Amendment 2 = \$20,150 - Signed by City Engineer 3/31/2023

RECOMMENDATION:

Staff recommends approval of Amendment #3 for \$25,000.00; and to authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Russell Alabastro, CIP Program Manager

Fiscal Impact

Amount requested: \$25,000.00

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): Amended

Recurring or one-time:

One-time

Fund source (Operating / Utility / etc.): Water Impact Fees 25-31-8655

Attachments

1. Amendment 3 to Task Order WPM-1

TASK ORDER FOR PROFESSIONAL SERVICES

AMENDMENT 3 TO TASK ORDER NO. WPM-1

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

Lakeline Blvd. 16-inch Water Line, 16-Inch Service Connection and 24-Inch Service Extension Modification

A. PROJECT DESCRIPTION

Task Order Number 1 was issued for the design, bid and construction phase services for a new 16-inch water line along Lakeline Blvd.

Additional Design Services No. 1 - This amendment covered the addition of a control valve at the CR 280 elevated storage tank. The effort for this task covered preliminary and final design and construction phase services.

Additional Design Services No. 2 – This amendment is for the creation of temporary construction easements for the instillation of the water line.

Additional Design Services No. 3 – This amendment is for the additional scope and fee requested via e-mail on 5/5/23.

B. SCOPE OF SERVICES

Walter P Moore will modify the service connection at the 12-inch water line (from a tee to a cross) with a revised plan and profile and a new service connection on the southern side of Hero Way West for a new 16-inch service extension under Lakeline Blvd. The 16-inch service extension will require an additional plan and profile sheet. The technical specifications manual for the 16-inch water line extension will also be amended if required. The 16-inch service extension will be an addendum to the 16-inch waterline bid package.

C. DELIVERABLES

Walter P Moore will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the LAKELINE BLVD. 16-INCH WATER LINE – AMENDMENT NO. 3 shall be based on an hourly not to exceed fee of \$25,000.00. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Design phase services are anticipated to take approximately 1 month after notice to proceed.

Walter P Moore will begin work as soon as authorized and as services are requested.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

City Manager

Title _____

Attest _____

Date _____

ACCEPTED:

WALTER P MOORE

Susan Turrieta

By Susan Turrieta, PE

Title: Principal, Managing Director Civil Engineering

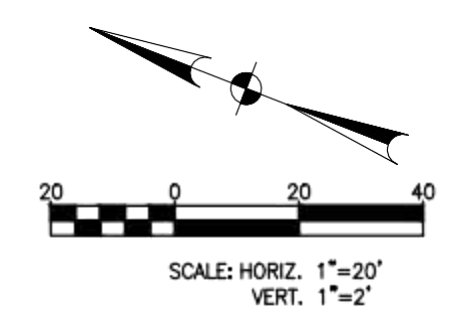
Attest _____

Date _____

FEE: WALTER P MOORE - Leander Lakeline 16 inch Water Line
June 15, 2023

Task		Managing Director	Sr Eng	Eng	Grad Eng	Sr CAD Tech	CAD Tech	Admin Asst	Total Hours	Labor Budget	Sub-Consultant	Total Budget
		\$ 275.00	\$ 205.00	\$ 170.00	\$ 140.00	\$ 150.00	\$ 115.00	\$ 115.00			Direct Cost	
Task 9: Amendment No 3 to Task order WPM - 1 (1.5 Months)												
	Change Tee connection to Cross, Update P&P			6	2	4				\$ -		
	Redline/Design New tee w/ 16x24 reducer and extension under Lakeway Blvd			6		16				\$ 1,900.00		
	Set up sheets for new P&P, ESC,			8		16				\$ 3,420.00		
	Review & Revise Tech. Specs. Manual			6		0				\$ 1,020.00		
	Update Bid Tab	2		4	4					\$ 1,790.00		
	Revise Amendment Documentation (re-issue modified sheets & add new sheets)			8	4	3				\$ 2,370.00		
	QA/QC	2		3		3				\$ 1,510.00		
	Bid Phase Services	2		7	12					\$ 3,420.00		
	Construction Admin	2		12	16	6				\$ 5,730.00		
										\$ -		
Subtotal		8	0	60	38	48	0	0	154	\$ 24,920.00	\$ -	\$ 24,920.00
Total Hours		0	0	0	0	0	0	0	0	\$ -	\$ -	
TOTAL BUDGET												\$ 24,920.00

Original contract amount		\$ 161,565.52
Amendment No 1	\$	13,050.00
Amendment No 2	\$	20,150.00



LEGEND:

EX OH ELEC _____ OE _____

EX FIBER OPTIC _____ UC _____

EX SANITARY SEWER _____ SS _____

EX STORM _____ SD _____

EX GAS LINE _____ UG _____

EX WATER LINE _____ WL _____

EX FARM FENCE _____ X _____ X _____

EX IRON FENCE _____ ○ _____ ○ _____

EX ROW _____ - - - - -

EX SIDEWALK _____ [] _____

PR WATER LINE _____ WL _____

FIRE HYDRANT _____ [] _____

STORM STRUCTURES _____ [] [] [] _____

WATER LINE STRUCTURES _____ 1" 2" 3" 4" 6" _____

GATE VALVE _____ [] _____

PROPERTY BOUNDARY _____ X _____

TEMPORARY CONSTRUCTION EASEMENT _____ - - - - -

EX CONTOURS _____ 015 _____

PR SIDEWALK _____ [] _____

PR PAVEMENT _____ [] _____

NOTES:

1. CONTRACTOR TO POTHOLE AND FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.
2. THE CITY OF LEANDER ENVIRONMENTAL INSPECTOR HAS THE AUTHORITY TO ADD OR MODIFY EROSION/SEDIMENT CONTROLS ON SITE THROUGHOUT THE DURATION OF THE PROJECT.
3. MAINS AND SERVICES UNDER PAVEMENT SHALL BE BACKFILLED AND REPAIRED PER DETAIL 104-2.
4. PER SPECIFICATION 02480, CONTRACTOR TO REPAIR ANY DAMAGED OR REMOVED FENCES, LANDSCAPING, OR DRIVEWAYS TO PRE-CONSTRUCTION CONDITION OR BETTER.
5. ALL FIRE HYDRANT OFFSET LOCATIONS SHALL BE COORDINATED WITH THE CITY INSPECTOR.
6. EXISTING SIDEWALK TO BE PROTECTED UNLESS OTHERWISE CALLED OUT TO BE REPLACED. CONTRACTOR TO REPLACE DAMAGED SIDEWALK AT NO ADDITIONAL COST TO OWNER.
7. ALL SIDEWALKS, CURB RAMPS, PEDESTRIAN STREET CROSSINGS, ETC. THAT ARE REMOVED AND REPLACED WITH THIS PROJECT WILL REQUIRE A PASSING TDLR INSPECTION FROM A RAS INSPECTOR.
8. EROSION CONTROL MATTING SHALL BE USED IN ALL AREAS WITH SLOPES GREATER THAN 3:1.
9. WATER LINE SHALL BE PVC C-900 (DR-14).
10. ALL PRESSURE TESTING SHALL BE IN ACCORDANCE WITH CITY OF LEANDER DESIGN SPECIFICATIONS. TEST PRESSURE FOR ALL NEW WATER PIPING SHALL BE 200 PSI.
11. MINIMUM COVER FOR WATER LINES SHALL BE 48"
12. ALL WATER LINES SHALL BE INSTALLED IN ENCASEMENT PIPE UNDERNEATH THE PAVED SURFACES.

Walter P. Moore and Associates, Inc.
TBPELS Firm Registration No. 1856

The seal is circular with a five-pointed star in the center. The words "STATE OF TEXAS" are written in a semi-circle at the top. The name "SUSAN SMITH-TURRITI" is written in a semi-circle across the middle. Below the name is the license number "86839". At the bottom, the words "PROFESSIONAL ENGINEER" are written in a semi-circle. The word "MECHANICAL" is written in smaller letters below the license number.

Susan Smith-Turriti
4/26/2023

[illegible]

WL PLAN AND PROFILE &
SIDEWALK PLAN STA 10+00
TO 14+00



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of the proposed Brushy Creek Regional Utility Authority FY 2024 Budget.

BACKGROUND:

On June 28, 2023, the BCRUA Board of Directors approved the proposed FY 2024 Budget. Some of the highlights include:

The annual average FY24 BCRUA water production is projected to increase by 8.1%, from 12.3 million gallons per day (mgd) to 13.3 mgd. The proposed FY 2024 Total Annual Operating Budget, including Capital Outlay and Reserve Adjustment, includes a 20% increase, from \$4,430,056 to \$5,332,239. The proposed FY 2024 Debt Service Budget will increase by \$3,215,779. Budget changes are summarized as follows:

Budget Category	FY 2023	FY2024	Change
Operations	\$ 4,239,163.00	\$ 5,047,224.00	\$ 808,061.00
Capital Outlay	\$ 83,000.00	\$ 83,000.00	\$ 0.00
Reserve Adjustment	\$ 107,893.00	\$ 202,015.00	\$ 94,122.00
Debt Service	\$ 20,707,108.00	\$ 23,922,887.00	\$ 3,215,779.00
TOTAL	\$ 25,137,164.00	\$ 29,255,126.00	\$ 4,117,962.00

BCRUA Budget Proposed FY24	Proposed FY 2024	Cedar Park	Leander	% Chg Leander	Round Rock
FY24 Operating Budget	\$ 5,332,239.00	\$ 803,083.00	\$ 2,971,750.00	9%	\$ 1,557,406.00
FY24 Debt Service Budget	\$ 23,922,887.00	\$ 6,305,565.00	\$10,762,515.00	31%	\$ 6,854,807.00
Total Operating and Debt Service Budget	\$ 29,255,126.00	\$ 7,108,648.00	\$13,734,265.00	26%	\$ 8,412,213.00

BCRUA Budget Prior Year FY23	Adopted FY 2023	Cedar Park	Leander	Round Rock
FY23 Operating Budget	\$ 4,430,056.00	\$ 658,050.00	\$ 2,719,217.00	\$ 1,052,789.00
FY 23 Debt Service Budget	\$ 18,268,545.00	\$ 5,779,811.00	\$ 8,214,489.00	\$ 4,274,246.00
Total Operating and Debt Service Budget	\$ 22,698,601.00	\$ 6,437,860.00	\$ 10,933,706.00	\$ 5,327,035.00

Forty-five (45%) percent of the increase in cost of operations is due to the addition of three (3) maintenance staff positions and staff merit increases. Forty (40%) percent of the increase is due to the increased cost of power, fuel, oil, and chemicals. Additionally, \$50,000.00 is being budgeted for the development of an Asset Management system for BCRUA's increasing capital assets. The majority of the debt increase is primarily due to the City of Round Rock's 2023 SWIFT loan application.

HISTORY/TIMELINE:

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Dan Grimsbo, P.E., Executive Director of Infrastructure

Fiscal Impact

Amount requested: \$ 2,971,750.00

Approved in current budget (Yes / No): Yes FY24

Expenditure (New / Amended): New

Recurring or one-time: Recurring

Fund source (Operating / Utility / etc.): Utility Fund Operating

Amount requested: \$ 10,762,515.00

Approved in current budget (Yes / No): Yes FY24

Expenditure (New / Amended): New

Recurring or one-time: Recurring

Fund source (Operating / Utility / etc.): Utility Fund Debt Service

Attachments

1. BCRUA Proposed Budget

DRAFT-FY 2024 Operating Budget (13.3 MGD)

CODE	FY 2024 BCRUA OPERATING BUDGET	FY 2023	ACTUAL 1st and 2nd Quarter	Percentage of Actual vs Budget	FY 2024	Difference	% Change	Cedar Park	Leander	Round Rock
5820	Insurance	\$55,000	\$7,875	14%	\$85,000	\$30,000	55%	12,725	40,120	32,156
5420	Power-Security & Lighting	\$20,000	\$4,641	23%	\$20,000	\$0	0%	2,994	9,440	7,566
5191	Gen Manager & Admin Services	\$190,150	\$94,337	50%	\$219,200	\$29,050	15%	32,814	103,462	82,923
68xx	Capital Outlay	\$83,000		0%	\$83,000	\$0	0%	12,425	39,176	31,399
5255	Desks, Files, Kitchen Appliances, etc.	\$2,500	\$3,213	129%	\$2,700	\$200	8%	404	1,274	1,021
5325	Grounds and Building Maintenance	\$16,000	\$3,830	24%	\$16,000	\$0	0%	2,395	7,552	6,053
5415	Irrigation at Plant/Solid Waste	\$9,500	\$2,154	23%	\$9,500	\$0	0%	1,422	4,484	3,594
5815	TCEQ Administration Fee	\$125		0%	\$150	\$25	20%	22	71	57
5245	Safety Equipment	\$4,500	\$909	20%	\$4,500	\$0	0%	674	2,124	1,702
5355	Treated/Raw Main Maintenance	\$40,000	\$17,520	44%	\$40,000	\$0	0%	5,988	18,880	15,132
5520	Audit Fees/Invest/Bank	\$79,000	\$46,470	59%	\$79,000	\$0	0%	11,826	37,288	29,886
5525	Legal Services	\$52,000	\$55,871	0%	\$52,000	\$0	0%	7,784	24,544	19,672
5335	Computers & Equipment	\$12,000	\$2,058	17%	\$20,000	\$8,000	67%	3,003	10,974	6,023
5330	SCADA/Services	\$60,000	\$14,428	24%	\$40,000	-\$20,000	-33%	6,006	21,948	12,046
5425	Communication/Phones	\$20,000	\$8,079	40%	\$20,000	\$0	0%	3,003	10,974	6,023
5350	Intake Barge Repair/Maint	\$42,500	\$30,010	71%	\$72,500	\$30,000	71%	10,886	39,780	21,834
5195	Accounting/Finance/Personnel	\$99,000	\$25,469	26%	\$103,950	\$4,950	5%	15,608	57,037	31,305
5192	Plant Superintendent&Chief Op	\$249,000	\$150,858	61%	\$267,900	\$18,900	8%	40,286	157,114	70,500
5194	Administration Assistant (operations)	\$28,000	\$13,819	49%	\$29,600	\$1,600	6%	4,451	17,359	7,789
5230	Small Tools/Equipment	\$7,500	\$971	13%	\$7,500	\$0	0%	1,128	4,398	1,974
5235	General Supplies	\$8,000	\$1,834	23%	\$8,000	\$0	0%	1,203	4,692	2,105
5320	Plant Winterization Supplies	\$3,000	\$968	32%	\$6,000	\$3,000	100%	902	3,519	1,579
5890	Miscellaneous Expenses	\$50,000	\$14,571	29%	\$100,000	\$50,000	100%	15,038	58,647	26,316
5193	Plant Operators	\$748,000	\$318,286	43%	\$847,200	\$99,200	13%	127,398	496,854	222,947
5196	Maintenance Technician	\$50,000	\$16,012	32%	\$271,600	\$221,600	443%	40,842	159,284	71,474
5210	Treatment Materials/Supplies	\$35,000	\$25,712	73%	\$35,000	\$0	0%	5,263	20,526	9,211
5310	Vehicle Repairs/Maint	\$2,500	\$2,598	104%	\$3,500	\$1,000	40%	526	2,053	921
5510	Contract Services (Lab Services)	\$18,000	\$3,333	19%	\$18,000	\$0	0%	2,707	10,556	4,737
5215	Laboratory Supplies	\$35,000	\$14,601	42%	\$40,000	\$5,000	14%	6,015	23,459	10,526
5220	Fuel and Oil	\$20,000	\$180	1%	\$35,000	\$15,000	75%	5,263	20,526	9,211
5530	Janitorial Facility Maint	\$3,000		0%	\$3,000	\$0	0%	451	1,759	789
5315	Equip Facility Maint	\$35,000	\$13,575	39%	\$35,000	\$0	0%	5,263	20,526	9,211
5710	Schools/Training	\$6,000	\$300	5%	\$12,000	\$6,000	100%	1,805	7,038	3,158
5715	License and Membership Dues	\$5,000	\$579	12%	\$5,000	\$0	0%	752	2,932	1,316
5225	Uniforms	\$10,000	\$4,254	43%	\$10,000	\$0	0%	1,504	5,865	2,632
5410	Power-Pumping Raw/Treated	\$1,173,000	\$306,449	26%	\$1,300,000	\$127,000	11%	195,489	762,406	342,105
5240	Chemicals	\$850,000	\$227,171	27%	\$1,018,000	\$168,000	20%	153,083	597,023	267,895
5515	Sludge Disposal	\$57,000	\$12,975	23%	\$61,000	\$4,000	7%	9,173	35,774	16,053
	Subtotal	\$4,196,275			\$4,980,800	\$784,525	19%			
5895	Contingency	\$125,888		0%	\$149,424	\$23,536	19%	21,188.32	70,617.78	57,617.89
Total Annual		\$4,322,163	\$1,500,339	35%	\$5,130,224	\$808,061	19%	\$769,711	\$2,912,057	\$1,448,457

CODE	FY 2024 BCRUA OPERATING BUDGET	FY 2023	ACTUAL 1st and 2nd Quarter	Percentage of Actual vs Budget	FY 2024	Difference	% Change	Cedar Park	Leander	Round Rock
Reserve Operating Account					\$1,282,556			\$192,428	\$728,014	\$362,114
LESS: FY23 Reserve Budget					(1,080,541)			(\$159,055)	(\$668,321)	(\$253,165)
Additional Reserve for FY24					202,015			33,373	59,693	108,949
FY 2023 Total Operating Budget					5,332,239			803,083	2,971,750	1,557,406
FY 2023 Debt Service Budget					\$23,922,887			\$6,305,565	\$10,762,515	\$6,854,807
Total Operating and Debt Service Budget					\$29,255,126			\$7,108,648	\$13,734,265	\$8,412,213

BCRUA Project Reserved Capacity Allocation		Ultimate Capacity Allocation	
Cedar Park	14.97%	Cedar Park	14.18%
Leander	47.20%	Leander	47.26%
Round Rock	37.83%	Round Rock	38.56%
Non-Operating and Fixed Operating Expenses			
Cedar Park	15.0153%		
Leander	54.8692%		
Round Rock	30.1155%		

MGD		
CP	2.00	
LD	7.80	
RR	3.50	Increase over FY23
Total	13.30	8.1%



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of a Corporate Authorization Resolution with NexBank, McKinney, Texas designating the Executive Finance Director, Assistant Finance Director, and Accounting Manager as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open account(s) with NexBank.

BACKGROUND:

If approved, this resolution would amend the previous action taken by City Council in January 2022 and add the Accounting Manager to the list of authorized signers to the City's investments with NexBank. With the recent vacancy in the Assistant Director position, it is important to have at least two (2) authorized signers who can communicate instructions to the bank and receive information.

NexBank is a financial institution that participates in a banking consortium known as IntraFi Network Deposits which allows depositors, such as the City of Leander, to open a money market account in amounts greater than \$250,000.00 but still maintain FDIC insurance. IntraFi distributes the City's investment to other FDIC insured banks in increments of less than \$250,000.00 each. The current money market rate offered by NexBank to the City of Leander is 5.30%. For reference, TexPool is at 5.09%.

The City of Round Rock and the BCRUA currently have NexBank accounts for investment purposes.

HISTORY/TIMELINE:

01/10/ 2022 - City Council approved initial Corporate Authorization Resolution with NexBank.

RECOMMENDATION:

Recommend Approval.

PRESENTER:

Robert G. Powers, Executive Finance Director

Attachments

1. Resolution



Corporate Authorization Resolution

NexBank
2515 McKinney Ave #1700
Dallas, TX 75201

By: City Of Leander Texas
105 N. Brushy St
Leander TX 78641

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, _____, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Texas, Federal Employer I.D. Number 74-2007646, engaged in business under the trade name of City Of Leander Texas, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on July 06, 2023 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
Robert G. Powers A. Authorized Signer	X _____	X _____
Pamela Kaby B. Authorized Signer	X _____	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A, B	(1) Exercise all of the powers listed in this resolution.	1
	(2) Open any deposit or share account(s) in the name of the Corporation.	
A, B	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1
	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7) Other:	

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on
July 06, 2023 (date).

Secretary

Attest by One Other Officer

For Financial Institution Use Only

Acknowledged and received on

(date) by _____ (initials)

☐ This resolution is superseded by resolution dated _____.

Comments:



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of an Interlocal Agreement by and between the City of Leander and the City of Cedar Park for the school zone beacon and sign maintenance and operation for Leander High School and Running Brushy Middle School; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Leander High School is located in the City of Leander city limits and Running Brushy Middle School is located in the City of Cedar Park city limits. However, the school zones for each span both cities. Currently, Leander owns and operates half of the school zone beacons (north beacons) and Cedar Park operates the other half (south beacons) for these two (2) schools. The locations of these beacons are shown in Exhibit A of the attached interlocal agreement. The splits of these school beacons between jurisdictions have been creating operation and maintenance difficulties between Leander and Cedar Park. It will be beneficial for maintenance and operation if these school zone beacon operations are not split between two (2) jurisdictions for each school.

Therefore, this proposed ILA would allow each City to operate beacons in the entire school zone. Cedar Park will operate the school beacon of Running Brushy Middle School and Leander will operate the school beacons of Leander High School. Proposed exchange of responsibility and all-needed equipment swap and installation as described in the attached ILA and is planned to be completed before the start of school in August 2023.

RECOMMENDATION:

Staff recommends and respectfully requests approval of the Interlocal Agreement between the City of Leander and the City of Cedar Park regarding school zone beacon and sign maintenance and operation.

PRESENTER:

Gina M. Ellison, P.E., Public Works Director

Attachments

1. ILA

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF CEDAR PARK, TEXAS AND CITY OF LEANDER, TEXAS
SCHOOL ZONE BEACON AND SIGN MAINTENANCE AND OPERATION**

This Interlocal Cooperation Agreement (“Agreement”) is entered into between the CITY OF CEDAR PARK, TEXAS (“Cedar Park”) and CITY OF LEANDER, TEXAS (“Leander”) collectively referred to as “the Parties”.

WHEREAS, Leander High School (“LHS”) is located on Bagdad Road within the city limits of Leander; and

WHEREAS, Running Brushy Middle School (“RBMS”) is located on Lakeline Boulevard within the city limits of Cedar Park; and

WHEREAS, Leander currently owns, operates, and maintains the school zone beacons located in the southbound right-of-way of Bagdad Road, north of LHS (“LHS Beacon 1”) and in the southbound right-of-way of Lakeline Boulevard, north of RBMS (“RBMS Beacon 1”), as depicted in the attached and incorporated **Exhibit A**; and

WHEREAS, Cedar Park currently owns, operates, and maintains the school zone beacons located in the northbound right-of-way of Bagdad Road, south of LHS (“LHS Beacon 2”) and in the northbound right-of-way of Lakeline Boulevard, south of RBMS (“RBMS Beacon 2”), as depicted in **Exhibit A**; and

WHEREAS, the Parties desire to cooperate for more safe and efficient operation of the school zone beacons at LHS and RBMS; and

WHEREAS, Cedar Park desires to assume maintenance and operation of RBMS Beacon 1, and assume ownership of the concrete foundation support for said beacon; and

WHEREAS, Leander desires to assume maintenance and operation of LHS Beacon 2, and assume ownership of the concrete foundation support for said beacon; and

WHEREAS, Leander and Cedar Park are local governments, as defined by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended (the “Act”); and

WHEREAS, the Parties desire to enter into this Agreement for the performance of governmental functions and services, in accordance with the Act; and

WHEREAS, the governing bodies of each Party have authorized execution of this Agreement by order or resolution.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Term of Agreement. This Agreement shall be in full effect upon the last date of signature below (“Effective Date”) and shall continue in effect thereafter, unless terminated by either Party in accordance with the terms of this Agreement.

2. Transfer of School Zone Beacon Foundations. Leander does hereby grant, bargain, sell, transfer, assign, and convey all of Leander’s right, title, and interest in and to fixtures consisting of the concrete foundation support for RBMS Beacon 1 to Cedar Park. Cedar Park does hereby grant, bargain, sell, transfer, assign, and convey all of Cedar Park’s right, title, and interest in and to fixtures consisting of the concrete foundation support for LHS Beacon 2 to Leander. This Agreement is binding upon and shall inure to the benefits of Leander and Cedar Park and their respective successors and assigns.

3. Leander Obligations.

- a. Not later than July 31, 2023, Leander shall remove the poles, signs, flashing beacons, and all associated equipment from the concrete foundation support of RBMS Beacon 1.
- b. Not later than August 9, 2023, Leander shall install the poles, signs, flashing beacons, and all associated equipment on the concrete foundation support of LHS Beacon 2.
- c. Leander shall operate, maintain, coordinate with Leander Independent School District (“LISD”) on beacon scheduling, program, repair, and respond to reports of malfunctions of LHS Beacons 1 and 2.
- d. Leander hereby grants a license to Cedar Park, its employees, officers, agents, and contractors to access Leander right-of-way along Lakeline Boulevard in order for Cedar Park to perform its Obligations under this Agreement.

4. Cedar Park Obligations.

- a. Not later than July 31, 2023, Cedar Park shall remove the poles, signs, flashing beacons, and all associated equipment from the concrete foundation support of LHS Beacon 2.
- b. Not later than August 9, 2023, Cedar Park shall install the poles, signs, flashing beacons, and all associated equipment on the concrete foundation support of RBMS Beacon 1.
- c. Cedar Park shall operate, maintain, coordinate with LISD on beacon scheduling, program, repair, and respond to reports of malfunctions of RBMS Beacons 1 and 2.
- d. Cedar Park hereby grants a license to Leander, its employees, officers, agents, and contractors to access Cedar Park right-of-way along Bagdad Road in order for Leander to perform its Obligations under this Agreement.

5. Default; Reversion. In the event either Party defaults or breaches such Party’s Obligations, as defined herein, the non-breaching Party shall provide written notice of said default or breach and shall allow a period of thirty (30) days to cure (“Cure Period”). Upon expiration of the Cure Period and failure of the defaulting Party to cure, the non-defaulting Party may terminate the Agreement in accordance with Section 6.

6. Termination. This Agreement may be terminated:
- a. Immediately upon written agreement of both Parties;
 - b. By either Party, without cause, upon ninety (90) days' prior written notice to the other Party; or
 - c. Immediately upon notice to a defaulting Party upon expiration of a Cure Period, as defined by Section 5.

Upon termination in accordance with this section, ownership of the concrete foundation supports shall immediately revert to the original owners at the conclusion of the final class day of the then-current LISD academic school year without any further action by either Party. Each Party shall remove its poles, signs, flashing beacons, and all associated equipment from the other Party's concrete foundation support not later than thirty (30) days after the final class day of the then-current LISD academic school year.

7. No Joint Partnership or Venture. The Parties each agree that they are not agents, servants, or employees of the other party, and each party is responsible for its own acts and deeds, errors, and omissions during the performance of this Agreement. The Parties further agree that this agreement is not a joint enterprise or a joint venture between them.

8. Authority to Sign. All Parties certify that the individuals executing this Agreement have the authority to sign the Agreement and are authorized to bind the entity they represent to this Agreement.

9. Governing Law. This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be in Williamson County, Texas.

10. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable for any reason, the Parties intend and agree that such provision is fully severable and that the remaining parts of the Agreement shall be effective and fully operative.

11. Appropriation of Funds. This Agreement is subject to the appropriation of funds by the governing body of each Party in the Party's budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of each Party pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the Party for that fiscal year only, and shall not constitute an indebtedness of the Party of any monies other than those lawfully appropriated in any fiscal year.

12. Notices. All written notices pursuant to this Agreement shall be sent to the parties at the mailing or email addresses below. Notices sent by email shall be considered received immediately upon sending. Notices sent by mail shall be considered received three (3) business days after the postmarked date:

To LEANDER:
City of Leander
Attn: Michael Riley, Public Works Assistant Director

P.O. Box 319
Leander, Texas 78646
Email: mriley@leandertx.gov

With copy to:
Paige Saenz
City Attorney
P.O. Box 319
Leander, Texas 78646
Paige@cityattorneytexas.com

To CEDAR PARK:
City of Cedar Park
Attn: Stephen Hanuscin, Assistant Director of Public Works
2401 Brushy Creek Loop
Cedar Park, Texas 78613
Email: Stephen.Hanuscin@cedarparktexas.gov

With copy to:
J.P. LeCompte
City Attorney
450 Cypress Creek Rd., Bldg. 1
Cedar Park, Texas 78613
Email: JP.Lecompte@cedarparktexas.gov

13. No Waiver of Immunity. The Parties do not hereby waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and the United States.

14. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties. All other oral agreements by the parties hereto are hereby merged into this Agreement, which shall not be amended or altered except by a written document signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date last set forth below.

CITY OF LEANDER, TEXAS:

By: _____
Richard B. Beverlin, III
City Manager

Date: _____

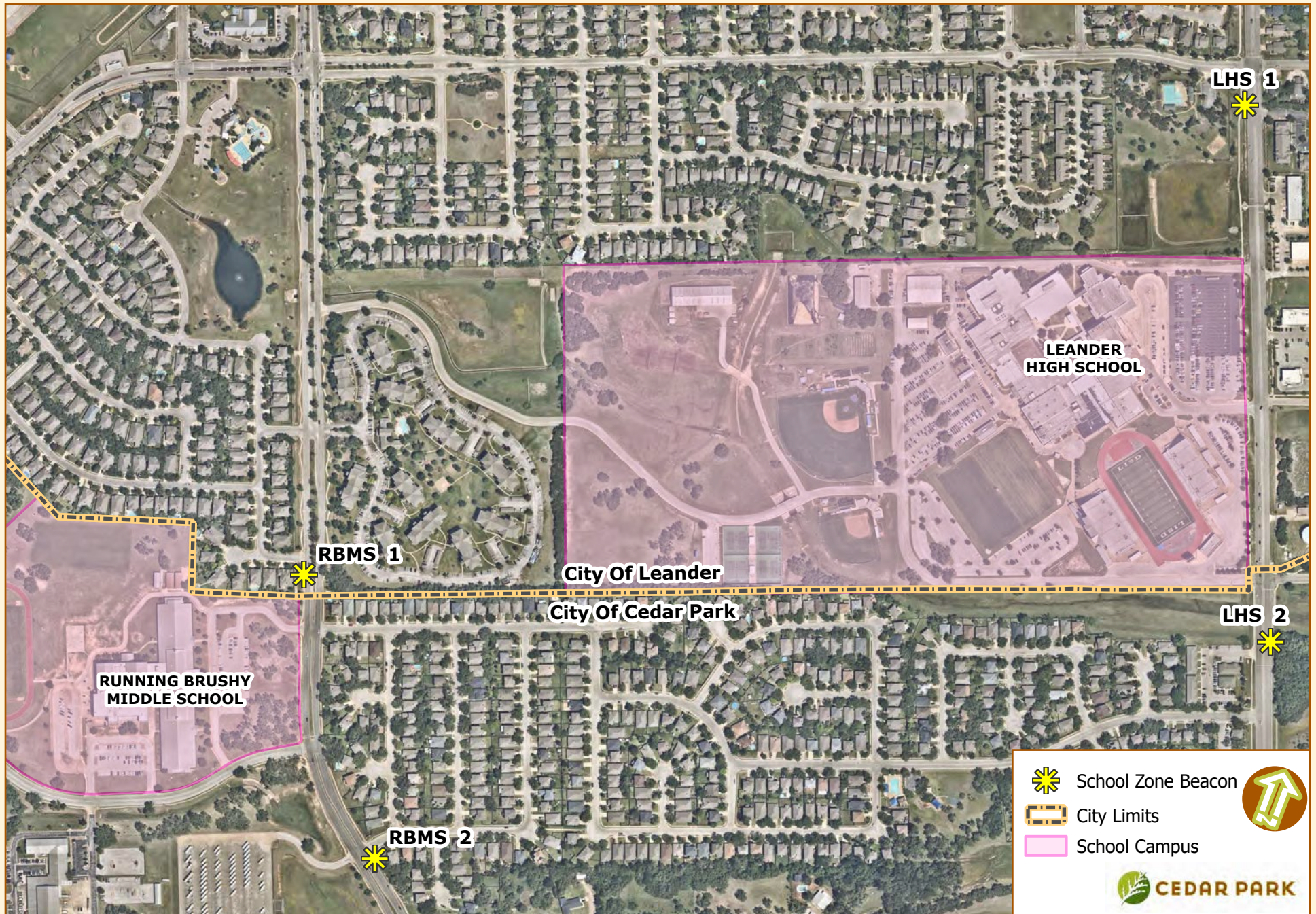
CITY OF CEDAR PARK, TEXAS:

By: _____
Brenda Eivens
City Manager

Date: _____

CITY OF CEDAR PARK

EXHIBIT A - SCHOOL ZONE BEACON LOCATIONS





EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of an Interlocal Cooperation Contract between The University of Texas at Austin - Office of Telecommunication Services and the City of Leander allowing the City to purchase internet access and related services; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander has purchased Internet access through the University of Texas at Austin's Office of Telecommunication Services for the last four (4) years. UT Austin provides high quality, reliable Internet access at a very reasonable price point, and includes many services at no additional cost which the City would not normally be able to afford. This interlocal contract would continue that relationship for another fiscal year.

This Interlocal Cooperation Contract has been reviewed and approved, as to form, by the City Attorney and is compliant with all applicable procurement statutes.

RECOMMENDATION:

Staff respectfully recommends City Council approve an Interlocal Cooperation Contract between The University of Texas at Austin - Office of Telecommunication Services and the City of Leander allowing the City to purchase internet access and related services from UT Austin; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Stuart Smith, Assistant Director of IT/Information Security Officer

Fiscal Impact

Amount requested: \$20,162.04

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): New

Recurring or one-time: Recurring

Fund source (Operating / Utility / etc.): Operating

Attachments

1. Interlocal Cooperation Contract

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract (Contract)** is entered into effective **September 1, 2023 (Effective Date)**, by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

CONTRACTING PARTIES:

Receiving Party: City of Leander

Performing Party: The University of Texas at Austin, ITS, Office of Telecommunication Services, an institution of higher education and agency of the State of Texas.

PURPOSE: Subject to Receiving Agency's compliance with The University of Texas System Office of Telecommunication Services ("UT-OTS") Use Policy (Appendix A attached and incorporated by reference), Performing Agency shall provide Receiving Agency with access to national networks, including the commodity Internet and/or the Internet2 networks (the "services"), and a port charge which is necessary to connect to the network in accordance with the UT-OTS Service Level Policy (Appendix B attached and incorporated by reference). Such access is accomplished via Receiving Agency's connection to the UT-OTS backbone. The UT-OTS backbone interconnects all UT-OTS subscriber institutions, including Receiving Agency, and acts as a conduit to the national networks.

For all ports:

Unlimited usage up to port capacity

Commodity Internet

Internet2

Point-to-point (subject to an additional port charge)

Caching and peering

Cloud Exchange Connections Covered

Private Network Interconnect (PNI) – receiving party pays the cross connect charges and additional port

Customer Portal (where applicable)

Engineering Design Support

Waves billed on an individual Case Basis based on cost

Receiving party pays separately for any local loop/access circuits (ex. AT&T ASE)

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (**services**):

DESCRIPTION OF SERVICE		QTY	PER UNIT COST	MRC TOTAL	# OF MONTHS	CONTRACT TOTAL
METRO ETHERNET TRANSPORT		1	\$1,680.17	\$1,680.17	12	\$20,162.04
INFORMATION	CIRCUIT ID					
ASE (1000M CIR)	1001.MET.COLEAN					
TOTAL AMOUNTS				\$1,680.17		\$20,162.04

WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Section 65.31, *Texas Education Code*, and [Chapter 791, Texas Government Code](#); (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Chapter 77, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to

execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

CONTRACT AMOUNT:

The total amount of this Contract will not exceed **\$20,162.04**.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with [Chapter 2251, Government Code](#) (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

[Section 51.012, Education Code](#), authorizes Receiving Party to make payments through electronic funds transfer methods. Performing Party agrees to accept payments from Receiving Party through those methods, including the automated clearing house system (ACH). Performing Party agrees to provide its banking information to Receiving Party in writing on Performing Party letterhead signed by an authorized representative of Performing Party. Prior to the first payment, Receiving Party will confirm Performing Party's banking information. Changes to Performing Party's bank information must be communicated to Receiving Party in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Performing Party.

TERM:

The term of this Contract begins on the Effective Date and expires on **August 31, 2024**.

NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: City of Leander
105 N. Brushy St.
Leander, TX 78641
ATTN: Rick Beverlin, City Manager

If to Performing Party: The University of Texas at Austin
ITS, Office of Telecommunication Service
P.O. Box 7580, Mail C3800
Austin, TX 78713-7580
ATTN: Scarlett Angell
(512) 471-7004
billing@ots.utsystem.edu

or other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon sixty (60) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the sixty-day period.

Performing Party may terminate this Contract without cause upon sixty (60) days' advance written notice of termination to the Receiving Party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Contract (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Contract and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Contract.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

Payment of Debt or Delinquency to the State. Pursuant to Sections [2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

Venue; Governing Law. Williamson County Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

State Auditor's Office. Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Contracting Parties.

Severability. If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code \(Public Information Act\)](#), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:

RECEIVING PARTY:

City of Leander

By: _____

Name: _____

Title: _____

Date: _____

PERFORMING PARTY:

The University of Texas at Austin

DocuSigned by:

 _____

D9E4716847F042B...

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date: 2023-07-07 | 06:34:47 PDT

Appendix A: UT-OTS Use Policy

Network Abuse

The University of Texas System Office of Telecommunication Services (“UT-OTS”) takes a direct and immediate interest in protecting the operational integrity of the network from any activity at a subscriber site which causes disruption of communications services on the UT-OTS network or elsewhere on the Internet. In order to protect the network from any such occurrence, UT-OTS subscriber organizations must be able to physically locate any given computer based on the IP address assigned to it and, upon request, remove that computer from the network or revoke the computer user's access to that and other computers, as appropriate. In any case where on-going disruption of communications services on the UT-OTS network or elsewhere on the Internet is traceable to a particular subscriber organization and such activity cannot be controlled by that subscriber, then the subscriber's connection may be shut down until the disruptive activity has ceased.

Spam

Transmission of unsolicited bulk email (“Spam”) by a UT-OTS subscriber is strictly prohibited, including the maintenance by a subscriber of 'open relay' systems permitting such transmission by third parties. Additionally, a UT-OTS subscriber may not host a network service (web-based or other) that is advertised in unsolicited bulk email, even though such email originates in other networks. Repeated infractions of this Spam policy will be considered grounds for termination of service.

Resale of UT-OTS Connectivity

The resale of UT-OTS/Internet access by any subscriber is strictly prohibited.

Appendix B: UT-OTS Service Level Policy

NETWORK AVAILABILITY

The Performing Agency will make every reasonable effort to provide continuous data communication service, excluding planned maintenance periods, based on the availability commitments below. Access circuits that connect to this infrastructure where the service is being provided by another carrier are the responsibility of the provider of that circuit, including any associated service levels. Unless specifically indicated, this service level policy applies only to services operated on the UT-OTS infrastructure directly and does not apply to services or circuits acquired, either directly or indirectly, through another provider. Furthermore, this service level policy can only be applied to services where the Receiving Agency utilized both physical and logical diversity to the UT-OTS edge.

Commodity Internet & Internet2:

Availability 99.95%

End-to-end latency less than 50 milliseconds.

Packet Loss less than 0.1%

Point-to-Point Within UT-OTS Network:

Availability 99.95%

End-to-end latency less than 25 milliseconds.

Packet Loss less than 0.1%

DEFINITIONS

The terms defined in this section are either service level metrics or are relevant to service level metrics.

A. Maintenance Periods

Unless otherwise specified, UT-OTS will make every effort to ensure that all services shall be available 24 Hours a day, 365 Days a year, apart from planned or emergency maintenance event.

Planned Maintenance is defined as non-critical work requiring or potentially causing service outages. These events shall be coordinated and occur during a time-frame agreeable to both parties. Typically, events of this nature are performed within a specified window of time between 8:00pm and before 8:00am on weekdays or weekends. Notification of a Planned Maintenance event will be sent no less than seven (7) days prior to the scheduled event start time.

Emergency (Unplanned) maintenance is defined as critical network maintenance that must occur with less than the applicable standard advance notification time required for a Planned Maintenance. Notification of an Emergency Maintenance events will be sent as soon as information is available.

Certificate Of Completion

Envelope Id: 7A31295B0ED1423DA76281FF0F9877A2

Status: Delivered

Subject: Signature request on Contract City of Leander - Office of Telecommunications Services (23-24)

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

UT Business Contracts

AutoNav: Enabled

1 University Station

Enveloped Stamping: Enabled

Austin, TX 78712

Time Zone: (UTC-06:00) Central Time (US & Canada)

vpcfo.contracts@austin.utexas.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

Holder: UT Business Contracts

Location: DocuSign

7/6/2023 4:54:40 PM

vpcfo.contracts@austin.utexas.edu

Signer Events**Signature****Timestamp**

Linda Shaunessy

lis236@eid.utexas.edu

Business Contracts Administrator

University of Texas at Austin

Security Level: Email, Account Authentication
(None)

DocuSigned by:



D9E4716847F042B...

Sent: 7/6/2023 4:56:31 PM

Viewed: 7/7/2023 8:34:39 AM

Signed: 7/7/2023 8:34:47 AM

Signature Adoption: Pre-selected Style

Using IP Address: 136.49.138.145

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Preston

ppreston@leandertx.gov

Security Level: Email, Account Authentication
(None)

Sent: 7/7/2023 8:34:48 AM

Viewed: 7/7/2023 8:43:38 AM

Electronic Record and Signature Disclosure:

Accepted: 7/7/2023 8:43:38 AM

ID: 29608a23-3959-46de-a5b8-ab0ce13a8a6f

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Judith Ramos

jm66266@eid.utexas.edu

Financial Analyst

University of Texas at Austin

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EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of purchase of Robin Bledsoe pool pump infrastructure replacement equipment from Progressive Commercial Aquatics, Inc. in the amount of \$138,481.00, utilizing BuyBoard Contract 613-20; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Robin Bledsoe Pool was constructed in 1986 and some of the original filtration infrastructure is reaching its end of useful life. The following items will be replaced, and an improved system of infrastructure will be installed that meets all current pool codes and ensures a clean water supply.

Filter Replacements	\$ 65,341.35
Chemical System Inclusions	\$ 11,682.50
UV System	\$ 55,387.95
Dolphin Wave Pool Vacuum	\$ 6,069.20

All equipment has a lead time of eight to twelve (8-12) weeks and will be installed post-aquatic season (September 11th).

Local Government Code Section 271.012, Cooperative Purchasing Program Participation provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. BuyBoard solicitations are posted year-round to continually seek the best pricing. BuyBoard is a regularly sourced co-op for municipal governments.

APPLICANT/AGENT:

Greg Olmer, Assistant Director of Parks and Recreation

RECOMMENDATION:

Staff recommends approval of purchase of Robin Bledsoe pool pump infrastructure replacement equipment.

PRESENTER:

Greg Olmer, Assistant Director of Parks and Recreation

Fiscal Impact

Amount requested: \$138,481.00

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): New

Recurring or one-time: One Time

Fund source (Operating / Utility / etc.): Operating

Attachments

1. Invoice

Progressive Commercial Aquatics, Inc.

2510 Farrell Rd
Houston, TX 77073

281-982-0212



Invoice

Invoice #: IA9552
Date: 7/14/2023
Shipping Method:
Salesperson:
Sales Order #:
Customer PO #: filters/uv/chems buyboard#613-20

Bill To City of Leander Parks & Rec (LEANDER)
105 N. Brushy St
Leander, TX 78641

Ship To City of Leander Parks & Rec (LEANDER)
105 N. Brushy St
Leander, TX 78641

Phone 512-528-2971

Tax Group 005

Item	Description	Qty	UOM	Unit Price	Tax	Total
NONSTOCK	filter replacements per notes	1	EA	\$65,341.35	\$0.00	\$65,341.35
NONSTOCK	chemical system inclusions per notes	1	EA	\$11,682.50	\$0.00	\$11,682.50
NONSTOCK	uv system per notes	1	EA	\$55,387.95	\$0.00	\$55,387.95
NONSTOCK	dolphin wave 140 with freight/training	1	EA	\$6,069.20	\$0.00	\$6,069.20

EXMPT \$0.00

Total \$138,481.00
Tax Total \$0.00
Grand Total \$138,481.00

A Convenience Fee of 2% will be charged on all credit card transactions.
There will be a 25% restocking fee on all returned items.

Thank you for your business



Progressive Commercial Aquatics, Inc.

2510 Farrell Rd

Houston

77073

TX

281-982-0212

Bill To

City of Leander Parks & Rec (LEANDE)

filters/uv/chems buyboard#613-20

105 N. Brushy St

Leander

TX

78641

Ship To

City of Leander Parks & Rec (LEANDE)

filters/uv/chems buyboard#613-20

105 N. Brushy St

Leander

TX

78641

512-528-2971

Item	Description	Qty	UOM	Unit Price	Tax	Total
	filter inclusion: (1) Stacked set Neptune Benson filters with 6x4 linked manifold system to meet code requirements for turnover. ? (1) Sch 80 plumbing to start on top of suction valves to pump and then from top of pump to filter manifold and from filter manifold to backwash and return line. (Reuse all stainless existing hardware and existing valves as they are in god shape, we will add a check valve 6" matco on top of pump and a lever valve on top of pump for ease of changing strainer and shutting off water backflow.) ? We will move the pump to the last 6" line away from the filter to make room for the new manifold and basically flip the suction manifold from where it is currently to create more space for the owner. ? Demo existing filters that are in pump room and haul of sand and filters ? Rental equipment needed ? Dumpster rental ? Management and labor to remove and replace and train on system when done. ? Freight included ***8-12 weeks for delivery after order is placed					

EXMPT

\$0.00

Total Weight of Items 0 lbs

Total	\$138,481.00
Tax Total	\$0.00
Grand Total	\$138,481.00

A Convenience Fee of 2% will be charged on all credit card transactions.
There will be a 25% restocking fee on all returned items.

Thank you for your business



Progressive Commercial Aquatics, Inc.

2510 Farrell Rd
Houston TX
77073 281-982-0212

Bill To

City of Leander Parks & Rec (LEANDE)
filters/uv/chems buyboard#613-20
105 N. Brushy St
Leander TX
78641

Ship To

City of Leander Parks & Rec (LEANDE)
filters/uv/chems buyboard#613-20
105 N. Brushy St
Leander TX
78641 512-528-2971

Item	Description	Qty	UOM	Unit Price	Tax	Total
	chemical system inclusion: (1) acid rite 2500 dry acid system (1) accutab 3150 chlorine system (1) sch 40 pvc needed and valving to install both systems into pool plumbing (1) labor to install and train (1) communication cables ran to controller (1) freight ***City to have their electrician run (2) 110v 20amp circuits (1) to each feeder once we install and is not included in cost. If city wishes for us to do so then we can have our electrician do the work and add to the bill. ****Accutab to be sold to the city at the current price of \$2.85/lb in pallet minimums (24, 60lb buckets) ****Acid rite to be sold to the city at the current price of \$2.20/lb in pallet minimums (36, 45lb buckets) ***Each delivery will have a \$75 hazmat delivery surcharge ****Due to the volatility of the chemical market, the price can change if the manufacturer has an increase. uv system inclusions: (1) aquionics 3rd party validated uv system I-450+ (1) sch 80 pvc and valving needed to install system into return line (1) stainless hardware for all valving and chamber (1) labor to install system (1) freight (1) electrical to install cabinet and wiring					

EXMPT \$0.00

Total Weight of Items 0 lbs

Total \$138,481.00
Tax Total \$0.00
Grand Total \$138,481.00

A Convenience Fee of 2% will be charged on all credit card transactions.
There will be a 25% restocking fee on all returned items.

Thank you for your business



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-22-0050 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Speaking Rock PUD (Planned Unit Development) with base zoning district of SFE-2-A (Single-Family Estate) on one (1) parcel of land approximately 10.7563 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 513825; and more commonly known as 1601 Speaking Rock, Leander, Travis County, Texas.

BACKGROUND:

This request is the final step in the zoning process. Staff recommend approval of the request. The Planning & Zoning Commission recommended approval during the June 8, 2023 meeting.

HISTORY/TIMELINE:

06/08/2023 - Planning & Zoning Commission, 1st Public Hearing

07/06/2023 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Rao's Consulting Engineers (Rao Vasamsetti) on behalf of Speaking Rock Ventures, LLC

RECOMMENDATION:

The City Council approved the request during the July 6, 2023 meeting.

PRESENTER:

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

Attachments

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



PLANNING ANALYSIS

ZONING CASE Z-22-0050 SPEAKING ROCK PUD

GENERAL INFORMATION

Owner/Agent: Rao's Consulting Engineers (Rao Vasamsetti) on behalf of Speaking Rock Ventures, LLC.

Current Zoning: Interim SFR-1-B (Single-Family Rural)

Proposed Zoning: Speaking Rock PUD (Planned Unit Development) with base zoning district of SFE-2-A (Single-Family Estate)

Size and Location: The property is located at 1601 Speaking Rock, Leander, Travis County, Texas., including approximately 10.76 acres.

Staff Contact: Justin Hunt, Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop a residential subdivision.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 2*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 3*
- ☒ ☐ Does the proposal warrant any other special considerations? *see below*

SPECIAL CONSIDERATIONS

Special Considerations: The total number of units is limited to seventeen (17), and detached single-family units are the only allowable uses.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	PUD	Residential- Travisso PUD
EAST	PUD/SFU	Residential- Travisso PUD & The Bluffs at Crystal Falls
SOUTH	PUD	Residential- Travisso PUD
WEST	PUD	Residential- Travisso PUD

SURROUNDING AREA:

This property is surrounded by the Travisso PUD.

PHYSICAL AND NATURAL FEATURES:

This property contains many trees with an increasing elevation headed East.

MAJOR CORRIDORS:

This property has access onto Osage Drive.

TRANSPORTATION PLAN REQUIREMENTS:

Our transportation plan suggests future improvements to Osage Drive to a collector.

EXISTING UTILITIES:

This property has access to water and wastewater along Osage Drive.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT**

SFE – SINGLE FAMILY ESTATE:

Features: 12,000 sq. ft. lot min.; 1,600 sq. ft. living area min.

Intent: Development of single-family detached dwellings on large lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in an area with larger lot sizes.

SITE COMPONENT**TYPE 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

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

- Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories**NEIGHBORHOOD RESIDENTIAL**

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

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

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

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 08/29/2022. No significant changes have been made.

NOTIFICATION

5/18/2023 - Public Notice on Hill Country News
5/24/2023 - Mail Notification to Property Owners within 200'
5/24/2023 - Public Hearing Signage Posted on Property
6/8/2023 - Planning and Zoning Commission Public Hearing
7/6/2023 - City Council Public Hearing & First Reading of the Ordinance
7/20/2023 - City Council Second & Final Reading of the Ordinance

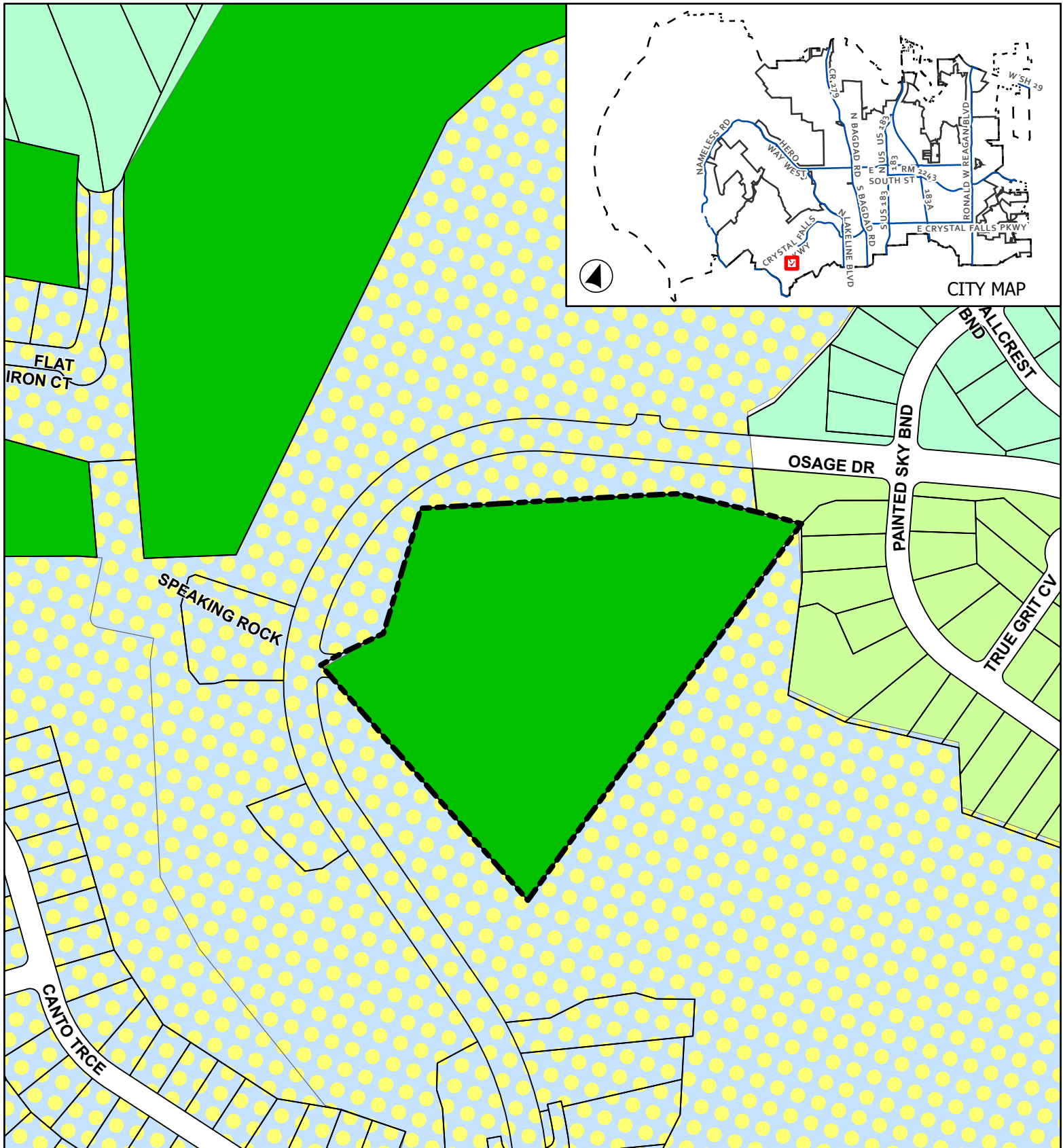
PUBLIC NOTIFICATION:

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.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

This request is consistent with the intent of the future land use map designation of Neighborhood Residential and the proposed subdivision would be compatible with the surrounding land uses.



CASE: Z-22-0050

ATTACHMENT 2

VILLAS AT SPEAKING ROCK PUD

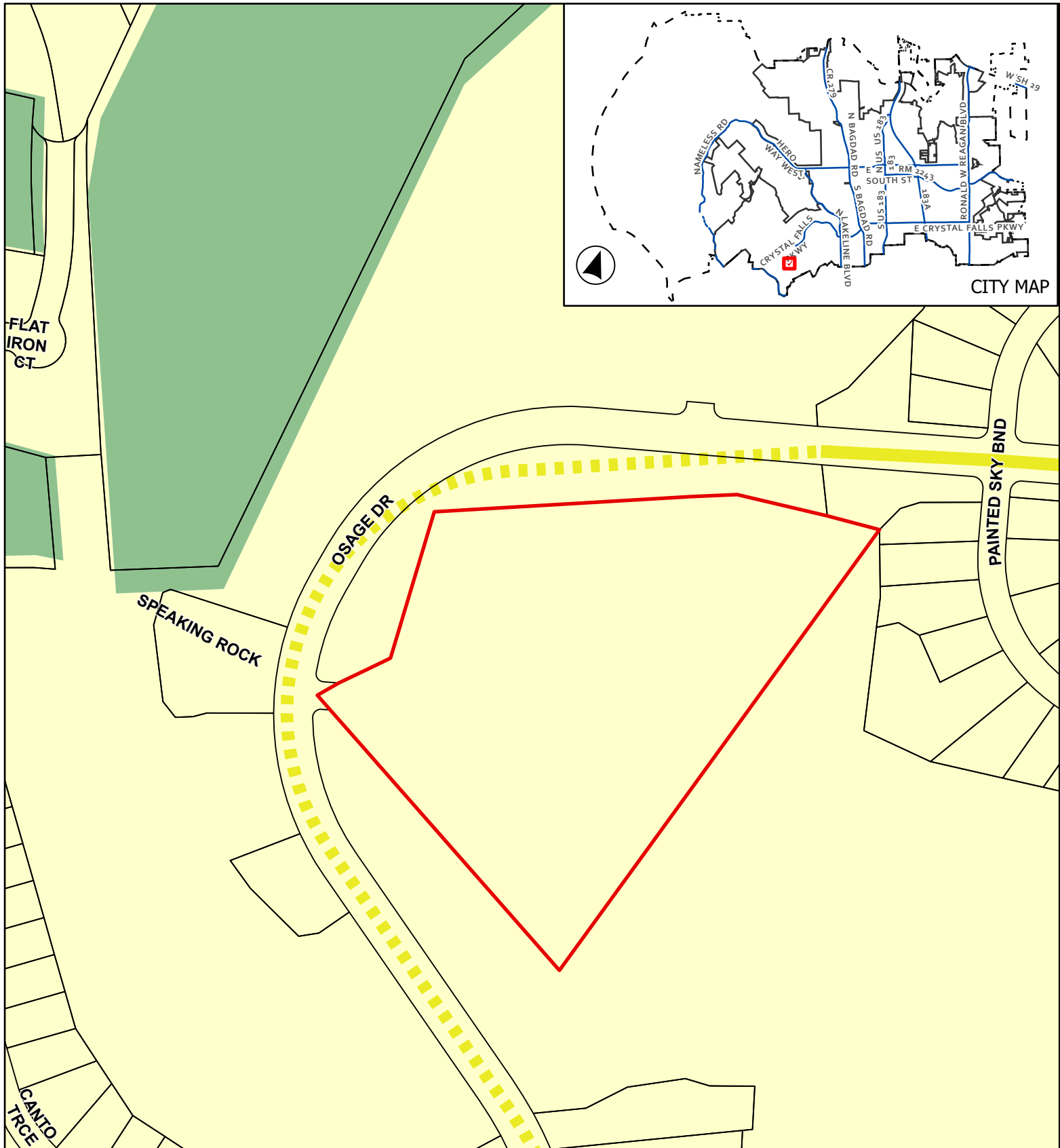
Current Zoning

- | | |
|--|--|
|  Leander City Limits |  PUD - Single-Family |
|  SFR - Single-Family Rural |  Subject Boundary |
|  SFS - Single-Family Suburban |  Extra-Territorial Jurisdiction |
|  SFU - Single-Family Urban | |

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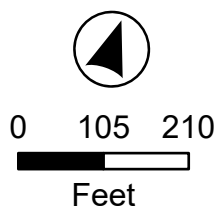
CASE: Z-22-0050

ATTACHMENT 3

VILLAS AT SPEAKING ROCK PUD

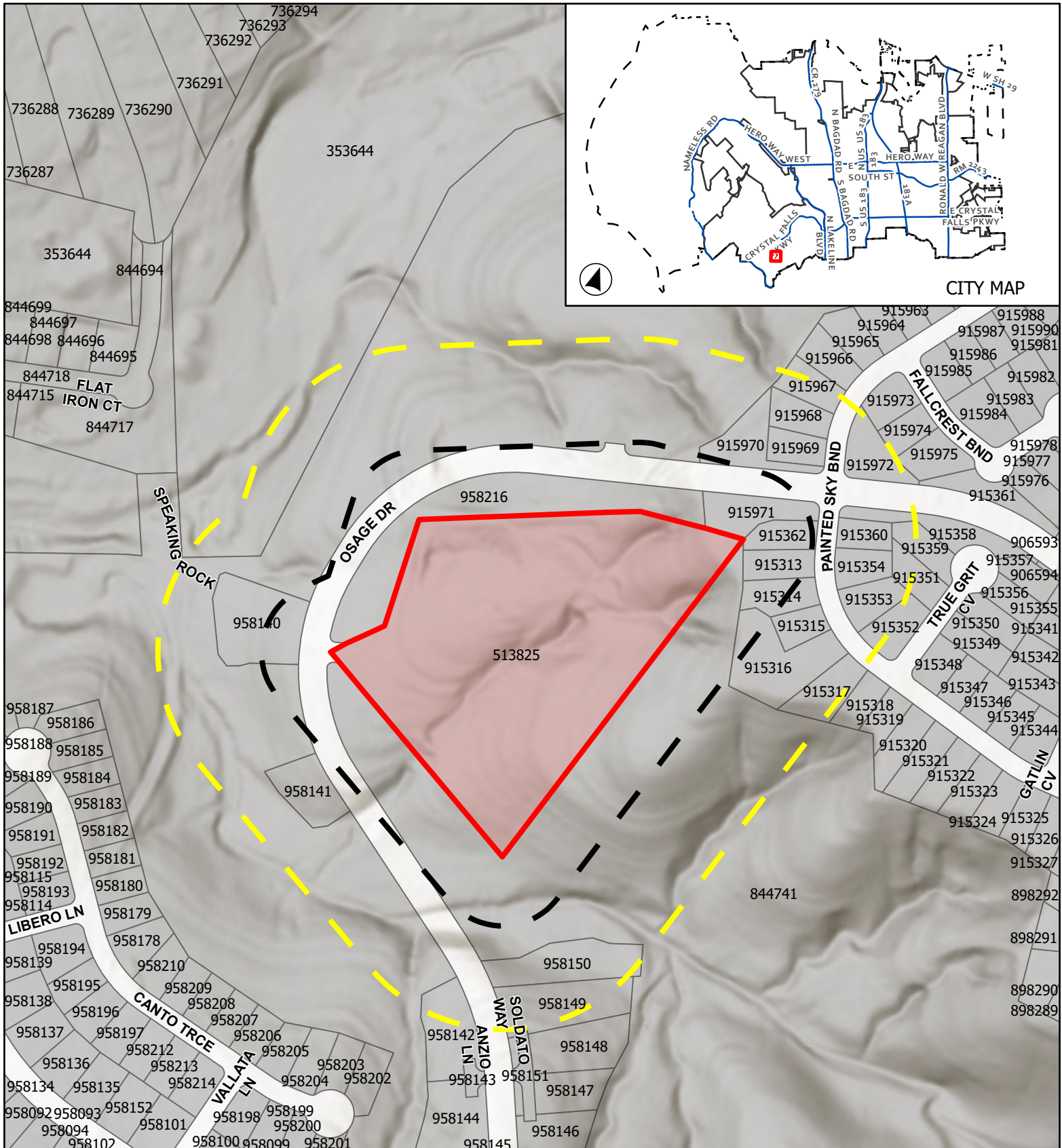
Future Land Use Map

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- Leander City Limits
 - ETJ Boundary
 - Subject Boundary
 - Collector, Existing
- Thoroughfare Plan**

- Collector, Proposed
 - Neighborhood Residential
 - Parks and Preserves
- Future Land Use**



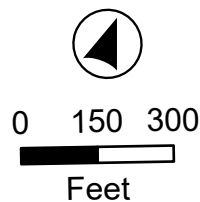
CASE: Z-22-0050

ATTACHMENT 4

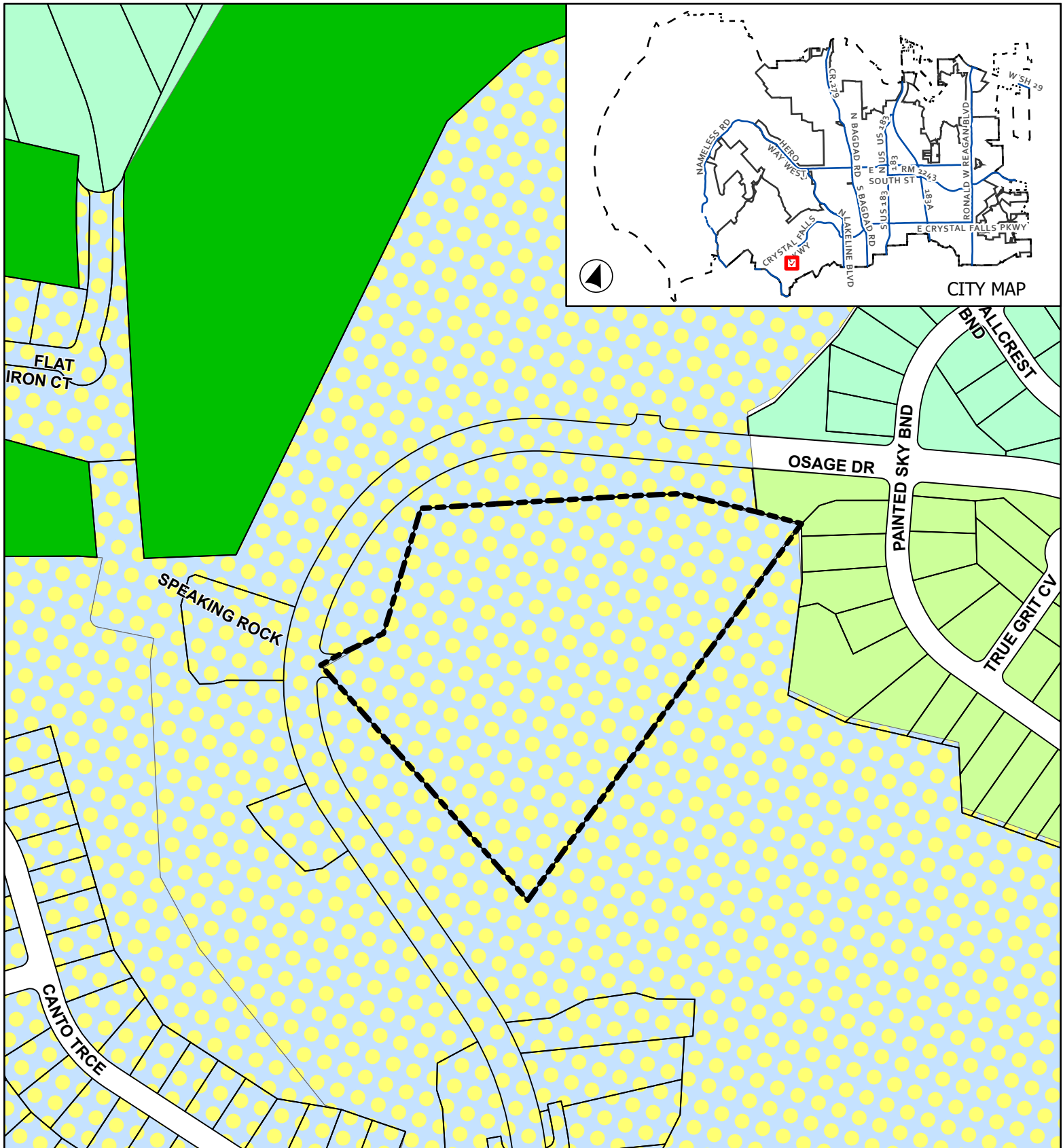
VILLAS AT SPEAKING ROCK PUD

Public Notification

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- City Limits
- Subject Boundary
- ETJ Boundary
- Notification Buffer**
- 200'
- 500'



CASE: Z-22-0050

ATTACHMENT 5

VILLAS AT SPEAKING ROCK PUD

Proposed Zoning

- Leander City Limits
- Subject Boundary
- Extra-Territorial Jurisdiction
- SFR - Single-Family Rural

- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- PUD - Single-Family

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EXHIBIT -A

Villas at Speaking Rock Planned Unit Development

A. Purpose and Intent

1. The Villas at Speaking Rock PUD is comprised of approximately 10.75 acres, as shown in Exhibit B. The development of this property includes single-family houses.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

SFE-2-A (Single-Family Estate)

C. Conceptual Site Layout & Land Use Plan

1. 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.

D. Allowable Uses

1. The allowable uses shall include detached single-family houses.
2. The total number of units is limited to seventeen (17)

E. Subdivision Platting

1. The Concept Plan and Preliminary Plat may be submitted for concurrent review and approval.

F. Transportation

1. Lots may be accessed by private streets. If private streets with sidewalks on one side of the street are proposed, the private street right-of-way may be reduced to thirty (30') feet.



A 10.76 ACRE TRACT

SURVEY OF A 10.76 ACRE TRACT OF LAND OUT OF THE J.H. DAVIS SURVEY NO. 73, ABSTRACT NO. 2150, AND THE B.F. DAVIS SURVEY NO. 73, ABSTRACT 2280, TRAVIS COUNTY, TEXAS, AND BEING THAT SAME 10.7563 ACRE TRACT DESCRIBED IN DEED TO SPEAKING ROCK VENTURES, LLC, OF RECORD IN DOCUMENT NO. 2022173553, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: NOTE: (BASIS OF BEARING IS TEXAS SOUTH CENTRAL ZONE, NAD83.) (Job Number: 22-187-07)

BEGINNING: At a PK nail with washer stamped "RICKMAN" set for an angle point in the east right of way line of Osage Drive (70 Foot Right of Way), as described in the Final Plat of Travisso, Phase 5, Section 1, of record in Document No. 202100097, Official Public Records, Travis County, Texas, the southwest corner of This Tract and the POINT OF BEGINNING;

THENCE: N 40°14'12" E, with the east right of way line of Osage Drive and the west line of This Tract, at a record distance of 44.8 feet passing the east right of way line of Osage Drive and a southeast corner of the Remainder of a 1708.590 Acre Tract described in deed to Lookout Partners, L.P., of record in Volume 13085, Page 1927, Real Property Records, Travis County, Texas, continuing for a total distance of 148.14 feet to a ½" iron rod found for an angle point;

THENCE: N 03°05'25" W, 277.99 feet with the east line of the Remainder of the 1708.590 Acre Tract and the west line of This Tract to a 1/2" iron rod found for the southwest corner of the Remainder of a 5.69 Acre Tract described in deed to Milton J. Scott and Adeline Scott of record in Volume 10574, Page 686, Real Property Records, Travis County, Texas, and the northwest corner of This Tract;

THENCE: Departing the east line of the Remainder of the 1708.590 Acre Tract, with the south line of the Remainder of the 5.69 Acre Tract and the north line of This Tract the following calls and distances:

N 66°52'23" E, 469.15 feet to a ½" iron rod found for an angle point;

N 67°38'00" E, 82.49 feet to a ½" iron rod found for an angle point;

N 84°51'20" E, at a distance of 171.5 feet passing the record east corner of the Remainder of the 5.69 Acre Tract and the southwest corner of Lot 108, Block V, "HOA/DE/LS," The Bluffs at Crystal Falls Section 3, Phase 30, according to plat of record in Document No. 201800336, Official Public Records, Travis County, Texas, continuing for a total distance of 269.89 feet to a ½" iron rod found for the southeast

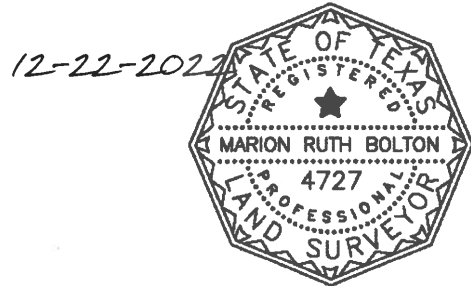
corner of Lot 108, the west corner of Lot 107, The Bluffs at Crystal Falls Section 3, Phase 30, the north corner of the Remainder of a 2144.875 Acre Tract described in deed to Travisso, Ltd., of record in Document No. 2013056181, Official Public Records, Travis County, Texas, and the northeast corner of This Tract;

THENCE: S 16°29'13" W, 988.25 feet with the northwest line of the Remainder of the 2144.875 Acre Tract and the southeast line of This Tract to a ½" iron rod found for a reentrant corner of the Remainder of the 2144.875 Acre Tract and the southeast corner of This Tract;

THENCE: N 61°12'03" W, with a northeast line of the Remainder of the 2144.875 Acre Tract and the southwest line of This Tract, at a distance of 623.45 feet passing a ½" iron rod with cap stamped "Dawson" found for a northwest corner of the Remainder of the 2144.875 Acre Tract and an angle point in the east right of way line of Osage Drive, continuing for a total distance of 658.20 feet to the POINT OF BEGINNING and containing 10.76 acres of land in Travis County, Texas, according to a survey on the ground on December 6, 2022, by Rickman Land Surveying, LLC.

Marion Ruth Bolton

Marion Ruth Bolton
Registered Professional Land Surveyor No. 4727





NOTE: THIS EXHIBIT IS CONCEPTUAL AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH THE COMPOSITE ZONING ORDINANCE OR SUBDIVISION ORDINANCE

VILLAS AT SPEAKING ROCK
(10.75-ACRES)

OSAGE DRIVE

VILLAS AT
SPEAKING ROCK
EXHIBIT - C
LEANDER, TX

RCE RAO'S CONSULTING
ENGINEERS

TXPE FIRM#17655
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557 FAX: 512.856.4595
www.raosengineering.com



RAO'S CONSULTING ENGINEERS

TBPE Registered Engineering Firm No. F-17655

210.549.7557 512.856.4595 www.raosengineering.com

P.O.BOX NO: 592991,

SAN ANTONIO, TX 78258

Land Development | Water Resources | Environmental | Transportation

Date: 5th November 2022

Development Services
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Re: **Villas at Speaking Rock – PUD Plan**

TO WHOM IT MAY CONCERN:

Attached is a PUD plan for the 10.7564-acres Single-Family houses plat part of the villas at Speaking Rock development. The design of the community is not final and is subject to refinement during the platting and site planning stages. This PUD Plan does not constitute plat or site plan approval of the attached plan.

The property zoned as SFR-1-B (Single-Family Rural) with this PUD plan we are requesting change to PUD-SFE-1-A (Single-Family Estates)

We have provided detailed information on attached Exhibit-A

If you have any questions or need any additional information, please call me at 210-549-7550

Respectfully,
Rao's Consulting Engineers, LLC.
Texas Board of Professional Engineers Firm Registration #17655

Rao Vasamsetti, P.E.

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.

Surrounding neighborhood and residential property owners has been notified
and mailing list and notifications are included

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

Both property owners and HOA has been notified and individual names and addresses are
included in the package

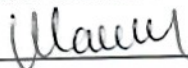
3. What concerns were raised during these communications?

No, not received any concerns

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

No additional conditions are modifications are required

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

Signature:  Date: 12/01/2022

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE SPEAKING ROCK PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF SFE-2-B (SINGLE-FAMILY ESTATE); 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 10.7563 acres $\pm$; being more particularly described in Exhibit "B"; located commonly known as 1601 Speaking Rock; identified by Travis Central Appraisal District tax identification number 513825; more particularly described in Instrument Number 2022173553; recorded in the Official Public Records of Travis County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Speaking Rock PUD (Planned Unit Development) with the base zoning district of SFE-2-A (Single-Family Estate). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C" 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 6th day of July, 2023.

FINALLY PASSED AND APPROVED on this the 20th day of July, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

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

June 8, 2023 at 6:00 PM



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

Place 5 – James Oliver
Place 6 – Laura Lantrip, *Vice-Chair*
Place 7 – Rick Carpenter

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

1. Call to Order at 6:00 p.m.
2. Roll Call.
All present except Chair Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the June 1, 2023 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case PP-22-0023 regarding Cypress Meadows Preliminary Plat on one parcel of land approximately 44.1 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R403528; generally located south west of S US 183 and Hernandos Loop, Leander, Williamson County, Texas.
7. Approval of Subdivision Case FP-21-0022 regarding Hawkes Landing North Phase 2 Final Plat on one parcel of land approximately 66.174 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R616492; generally located north of the intersection of Landing Ln and Mariann Dr and west of North Bagdad Rd, Leander, Williamson County, Texas.

8. Approval of Subdivision Case FP-22-0031 regarding Travisso Phase 4, Section 6B Final Plat on one parcel of land approximately 46.899 acres ± in size, more particularly described by Travis County Central Appraisal District Parcel 353024; generally located north of Travisso Parkway and west of Da Vinci Trail, Leander, Travis County, Texas.
9. Approval of Minutes.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to approve the consent agenda.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Commissioner James Oliver, Commissioner Ron May

6 - 0 Passed

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0050 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Speaking Rock PUD (Planned Unit Development) with base zoning district of SFE-2-A (Single-Family Estate) on one parcel of land approximately 10.7563 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 513825; and more commonly known as 1601 Speaking Rock, Leander, Travis County, Texas.
 - Discuss and consider action regarding Zoning Case Z-22-0050 as described above.

Motion made by Commissioner James Oliver, seconded by Commissioner Deirdre Moss to approve the Zoning request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Commissioner James Oliver, Commissioner Ron May

6 - 0 Passed

REGULAR AGENDA

11. Adjournment at 6:10 p.m.

APPROVED:

CHAIRMAN MAHAN

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of Development Agreement Case DA-23-0005 regarding the Lakes Lair Commercial Development on a portion of a parcel of land approximately 1.374 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031219; and generally located to the southwest of the intersection of Crystal Falls Parkway and Ronald Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

The purpose of this Development Agreement is to implement masonry standards associated with the project. This agreement will allow for the City to enforce the development standards set forth in the agreement through the building permit, inspection, and certificate of occupancy processes, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

This agreement requires that all structures are comprised of at least one hundred (100%) percent masonry. Masonry includes stone, brick, stucco, or factory tinted split-faced concrete masonry unit.

APPLICANT/AGENT:

Refuel Operating Company, LLC (Travis Smith)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Attachments

1. Masonry Agreement
2. Location Map

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE LAKES LAIR SITE DEVELOPMENT**

This Development Agreement Establishing Development Standards for the **Refuel Leander** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Refuel Operating Company, LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 1.37 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for construction of a convenience store with fueling (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

- (a) **Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of written notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by

the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78641
Williamson County

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz, Partner
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Travis County

Any notice mailed to the Developer shall be addressed:

Refuel Operating Company, LLC
Attn: Travis Smith
547 Long Point Road, Suite 103
Mount Pleasant, South Carolina 29646
Charleston County

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Recordation. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

Section 20. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 21. Anti-Boycott Verification. 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, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (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.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. 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, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 23. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 24. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description & Sketch

EXECUTED in multiple originals this the ____ day of _____, 20____.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Refuel Operating Company, LLC

By: _____

Name: Travis Smith

Title: Chief Development Officer

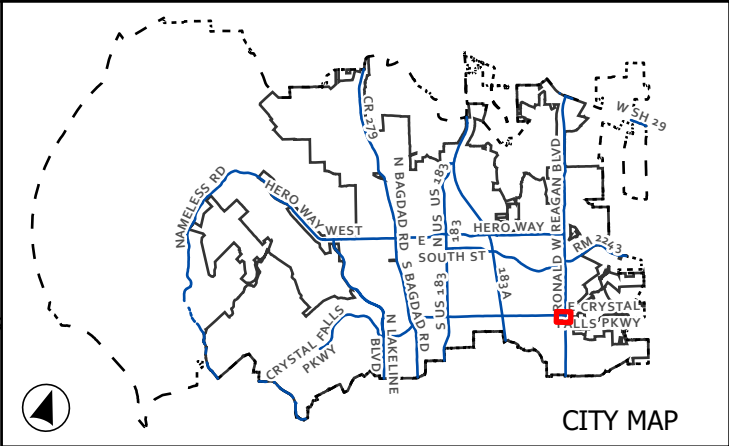
THE STATE OF SOUTH CAROLINA §
COUNTY OF CHARLESTON §

This instrument was acknowledged before me on this 30 day of June, 2023, by Travis Smith, CDO of Refuel Operating Company, LLC a Deleware company, on behalf of said company.

(SEAL)

Chelsea Parker
Notary Public, State of South Carolina

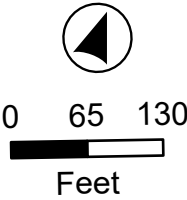




CASE: DA-23-0005 EXHIBIT A LAKE'S LAIR

Location Map

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



- City Limits
- ETJ Boundary
- Subject Boundary



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of an amendment to the Interlocal Cooperation Agreement for Urban Planning, Watershed Protection and the Release of Extraterritorial Jurisdiction between the City of Leander and City of Jonestown.

BACKGROUND:

This agreement was executed on March 3, 2007 and established an agreed boundary line between the City of Jonestown and the City of Leander along the centerline of FM 1431 and Nameless Road and along the northern and western boundary of the Angel Springs Subdivision. At the time, Jonestown released its extraterritorial jurisdiction (ETJ) located east of the boundary line to Leander, and Leander releases its ETJ located west of the boundary line to Jonestown. In addition, Leander provided Jonestown with wholesale wastewater service and water service on terms and conditions agreed upon by the cities.

This amendment includes Leander releasing a portion of the ETJ to Jonestown as previously contemplated by the initial agreement. A developer is interested in developing a property that is located within both jurisdictions and this update to the ETJ boundary will allow the developer to pursue applications with the County and the City of Jonestown.

HISTORY/TIMELINE:

03/03/2007 - Initial Interlocal Cooperation Agreement

APPLICANT/AGENT:

City of Leander & City of Jonestown

PRESENTER:

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

Attachments

1. ILA Amendment
2. Original Agreement

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
FOR URBAN PLANNING, WATERSHED PROTECTION
AND THE RELEASE OF EXTRATERRITORIAL JURISDICTION**

This **First Amendment to Interlocal Cooperation Agreement for Urban Planning, Watershed Protection and the Release of Extraterritorial Jurisdiction** (the "Amendment") is made and entered into by and between the **City of Leander**, Texas ("Leander"), a Texas home-rule municipal corporation, and the **City of Jonestown**, Texas ("Jonestown"), a Texas general law municipal corporation, acting by and through their authorized representatives.

Recitals.

Whereas, the City of Leander and the City of Jonestown entered into the **Interlocal Cooperation Agreement for Urban Planning, Watershed Protection and the Release of Extraterritorial Jurisdiction** dated May 3rd, 2007 (the "Agreement"); and

Whereas, Leander and Jonestown (sometimes hereinafter collectively referred to as the "cities" or "parties") recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities;

Whereas, the protection of the watersheds of both cities, the preservation of water quality and the preservation and management of public water supplies are necessary to the protection of the public health, safety and welfare of the citizens of the cities and adjacent areas;

Whereas, agreements that establish boundaries within which specific duties are performed and standards are applied in a convenient and cost effective manner to assure quality urban planning, development and future public services serve the best interests of all citizens;

Whereas, agreement regarding areas adjacent to the respective corporate limits and extraterritorial jurisdiction ("ETJ") and the planning areas of the cities will assist and enhance the planning and development of capital improvement programs and services to the areas, and result in meaningful protection for the environment and valuable natural resources;

Whereas, the cities recognize the public interest is best served by an amicable agreement providing a basis for a long-term and mutually cooperative relationship as neighbors, and establishing boundaries for urban planning, services and watershed protection; and

Whereas, the property owners of property located in both the ETJ of Leander and the ETJ of Jonestown have requested that all of their property be located within the ETJ of Jonestown; and

Whereas, this Amendment will allow the property owners to develop their property under the same development requirements and by the same jurisdiction which accomplishes legitimate

public purposes of the cities and will permit more dependable urban planning, public services and watershed protection, that will benefit the public health, safety and welfare of their respective present and future citizens;

NOW, THEREFORE, pursuant to *Chapter 791, Texas Government Code, Chap. 42, Texas Local Government Code*, and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the Cities, and subject to each and every term and condition of the Agreement, accept as amended herein, the Parties contract, covenant and agree to amend the following Articles and Sections to the Agreement as follows:

Article One Findings and Declarations.

Section 1.1. Fact Findings. The recitals above are incorporated herein for all purposes and are found by the respective City Councils of Leander and Jonestown to be true and correct. It is further found and determined that both the governing body of Leander and Jonestown have authorized and approved this Amendment by ordinance duly adopted by such respective governing body, and such ordinances provide that the terms, provisions and conditions of such ordinances and this Amendment will, upon the execution of this Amendment by their respective Mayors, be in full force and effect as of the date written above.

Section 1.4. Map(s). It is the stated intent and agreement of the parties that all references to any geographic areas, boundaries and tracts described in this Amendment refer to areas shown on Exhibit "A" attached hereto and incorporated herein for all purposes, and that Exhibit "A", attached hereto, shall control the boundary descriptions, and shall replace and supersede the map described as Exhibit "A" in the original Agreement. If there is a conflict between Exhibit "A", attached hereto, and word descriptions in the Agreement or this Amendment, the designations on Exhibit "A" shall control over any and all word descriptions; provided that to the fullest possible extent Exhibit "A" and the word descriptions shall be construed and interpreted in a manner to give effect to both, consistent with the law applicable to ascertaining the boundaries of political subdivisions. It is further provided that the geographic and Boundary Line further described in Section 3.1 and shown on Exhibit "A" are provided to express the clear intent of the Parties.

Article Three Actions By Jonestown.

Section 3.1. Regulation and Urban Planning. Jonestown hereby contracts with Leander, and authorizes Leander to undertake all urban planning, provision of public services, and watershed regulation and protection that Jonestown is authorized to provide, in the following areas:

All the land and geographic area, as between Jonestown and Leander, located north and east of the Boundary Line, as hereinafter defined and shown on the map attached as Exhibit "A" hereto (the "Leander Area"). The Boundary Line is generally described as follows:

Beginning at the southwestern corner of parcel 187063 also known as lot 55 of South Cherry Hollow Estates, heading northeastward along the subdivision border approximately 4,800 feet to Lindemann Lane, then following the combined southern Right of Way (ROW) of Lindemann Lane and the subdivision approximately 1,200 feet west to the eastern corner of parcel 352844 also known as lot 1A of the resubdivision of Cherry Hollow Estates, then following the border of Cherry Hollow Estates approximately 3,800 feet to a point in the eastern line of parcel 353273, said point being a common corner of parcels 353273, 701822 and 352817, then following the common line of parcels 701822 and 352817 to the common corner of said parcels and parcel 353050, said corner being in the western line of parcel 353050, then following the western, southern, and eastern boundaries of parcel 353050 to the common corner of parcels 353050, 796561, and 353052, then following the western, northern, and northeastern boundary of parcel 353052 to the western ROW of Nameless Road, crossing Nameless Road at a perpendicular to the corner of parcels 353052 and 353045, then following the eastern / northeastern ROW of Nameless Road from parcel 353131 approximately 9,600 feet to the westernmost corner of the Angel Springs subdivision, then approximately 3,800 feet along the boundary of the Angel Springs subdivision, heading northwestward to exclude parcel 353032, then returning to the Angel Springs and Travisso subdivision boundary approximately 5,000 feet to the centerline of Ranch to Market (RM) Road 1431 then generally following the centerline of RM 1431 approximately 6,000 feet to the end of the boundary agreement, perpendicular to the extension of the common line of parcels 441716 and 441713; (the " Boundary Line").

In addition to the authority given to Leander by its city charter or state law, Leander shall have and enjoy all the authority and powers within the Leander Release area that Jonestown has within such area pursuant to state law. During the term of this Agreement, Leander shall further have and enjoy all the authority and powers within the Leander Area that Jonestown now has or that by operation of law could hereafter have within the Leander Area.

Section 3.2. Release of ETJ to Leander. Jonestown releases the Leander Area from the planning area and the present and future extraterritorial jurisdiction of Jonestown to Leander and to the planning area and extraterritorial jurisdiction of Leander. If any of the Leander Area is not now in the ETJ of Jonestown, such part of the Leander Area shall transfer to Leander and become a part of the ETJ of Leander immediately and automatically upon such land coming within the ETJ of Leander by operation of statute or by petition.

Section 3.3. Acceptance of Area Released by Leander. Jonestown accepts the release of ETJ of the Jonestown Area from Leander; agrees all the land within the Jonestown Area is and shall be a part of the planning area, watershed protection area and present or future ETJ of Jonestown; and hereby incorporates all of such land and geographic area within the planning area of Jonestown. If any of the Jonestown Area is not now in the ETJ of Leander on the effective date, such part of the area will be accepted into Jonestown's ETJ on such part coming within the ETJ of Jonestown by operation of statute or by petition.

Section 3.4. Services to the Jonestown Area. Within the Jonestown Area, Jonestown will provide urban planning services, including planning and city services as appropriate, and regulate and take action as necessary to protect the watershed, water quality and the public water supply, all as found necessary, reasonable and appropriate by its governing body.

Section 3.5. Release and Waiver. Jonestown waives, releases and assigns to Leander any and all of its ETJ rights and authority with respect to the Leander Area, and contracts with Leander for Leander to exercise all urban planning, water quality, watershed protection and extraterritorial jurisdiction over the Leander Area that Jonestown now has, or hereafter may have, or that it could exercise under state law.

Article Four Actions By Leander.

Section 4.1. Regulation and Urban Planning. Leander hereby contracts with Jonestown, and authorizes Jonestown to undertake all urban planning, provision of public services, and watershed regulation and protection that Leander is authorized to provide, in the following area:

All the land and geographic area, as between Leander and Jonestown, located south and west of the Boundary Line that is shown on Exhibit "A" hereto and described above in Section 3.1 (the "Jonestown Area").

In addition to the authority given to Jonestown by state law, Jonestown shall have and enjoy all the authority and powers within the Jonestown Area that Leander has within such area pursuant to its city charter or state law. During the term of this Agreement, Jonestown shall further have and enjoy all the authority and powers within the Jonestown Area that Leander now has or by operation of law could hereafter have within the Jonestown Area.

Section 4.2. Release of ETJ to Jonestown. Leander releases the Jonestown Area from the planning area and the present and future extraterritorial jurisdiction of Leander to Jonestown and to the planning area and extraterritorial jurisdiction of Jonestown. If any of the Jonestown Area is not now in the ETJ of Leander, such part of the Jonestown Area shall transfer to Jonestown and become a part of the ETJ of Jonestown immediately and automatically upon such land coming within the ETJ of Jonestown by operation of statute or by petition.

Section 4.3. Acceptance of Area Released by Jonestown. Leander accepts the release of the ETJ of the Leander Area from Jonestown; agrees all the land within the Leander Area is and shall be a part of the planning area, watershed protection area and present or future ETJ of Leander; and hereby incorporates all of such land and geographic area within the planning area of Leander. If any of the Leander Area is not in the ETJ of Jonestown on the effective date, such part of the area will be accepted into Leander's ETJ on the earliest to occur of such part coming within the ETJ of Leander by operation of statute or by petition.

Section 4.4. Services to the Leander Area. Within the Leander Area, Leander will provide urban planning services, including planning and city services as appropriate, and regulate and take action as necessary to protect the watershed, water quality and the public water supply, all as found necessary, reasonable and appropriate by its governing body.

Section 4.5. Release and Waiver. Leander waives, releases and assigns to Jonestown any and all of its ETJ rights and authority with respect to the Jonestown Area, and contracts with Jonestown for Jonestown to exercise all urban planning, water quality, watershed protection and extraterritorial jurisdiction over the Jonestown Area that Leander now has or could hereafter exercise under state law or its city charter.

Effective Date. This Amendment shall be in full force and effect from and after its execution by the Parties as hereinafter provided.

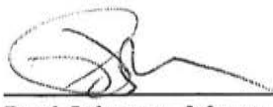
All provisions of the Agreement not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and attested to this Amendment by their officers thereunto duly authorized to be Effective on the 8 day of June, 2023.

CITY OF LEANDER

Christine DeLisle, Mayor

CITY OF JONESTOWN

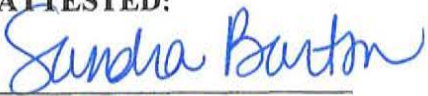


Paul Johnson, Mayor

ATTESTED:

Dara Crabtree,
Leander City Secretary

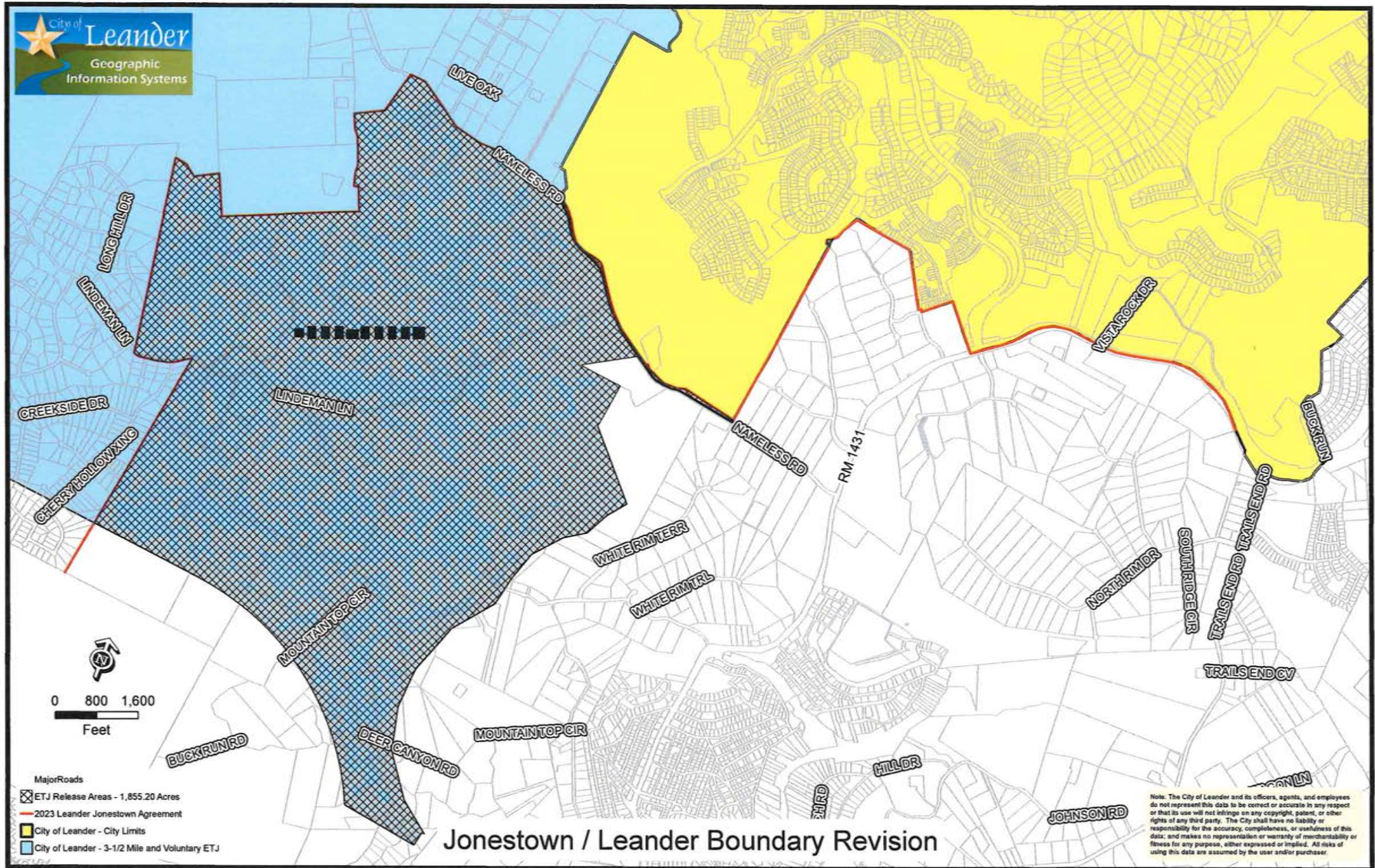
ATTESTED:



Sandra Barton,
Jonestown City Secretary

Jonestown 2023 Agreement

Beginning at the southwestern corner of parcel 187063 also known as lot 55 of South Cherry Hollow Estates, heading northeastward along the subdivision border approximately 4,800 feet to Lindemann Lane, then following the combined southern Right of Way (ROW) of Lindemann Lane and the subdivision approximately 1,200 feet west to the eastern corner of parcel 352844 also known as lot 1A of the resubdivision of Cherry Hollow Estates, then following the border of Cherry Hollow Estates approximately 3,800 feet to a point in the eastern line of parcel 353273, said point being a common corner of parcels 353273, 701822 and 352817, then following the common line of parcels 701822 and 352817 to the common corner of said parcels and parcel 353050, said corner being in the western line of parcel 353050, then following the western, southern, and eastern boundaries of parcel 353050 to the common corner of parcels 353050, 796561, and 353052, then following the western, northern, and northeastern boundary of parcel 353052 to the western ROW of Nameless Road, crossing Nameless Road at a perpendicular to the corner of parcels 353052 and 353045, then following the eastern / northeastern ROW of Nameless Road from parcel 353131 approximately 9,600 feet to the westernmost corner of the Angel Springs subdivision, then approximately 3,800 feet along the boundary of the Angel Springs subdivision, heading northwestward to exclude parcel 353032, then returning to the Angel Springs and Travisso subdivision boundary approximately 5,000 feet to the centerline of Ranch to Market (RM) Road 1431 then generally following the centerline of RM 1431 approximately 6,000 feet to the end of the boundary agreement, perpendicular to the extension of the common line of parcels 441716 and 441713.

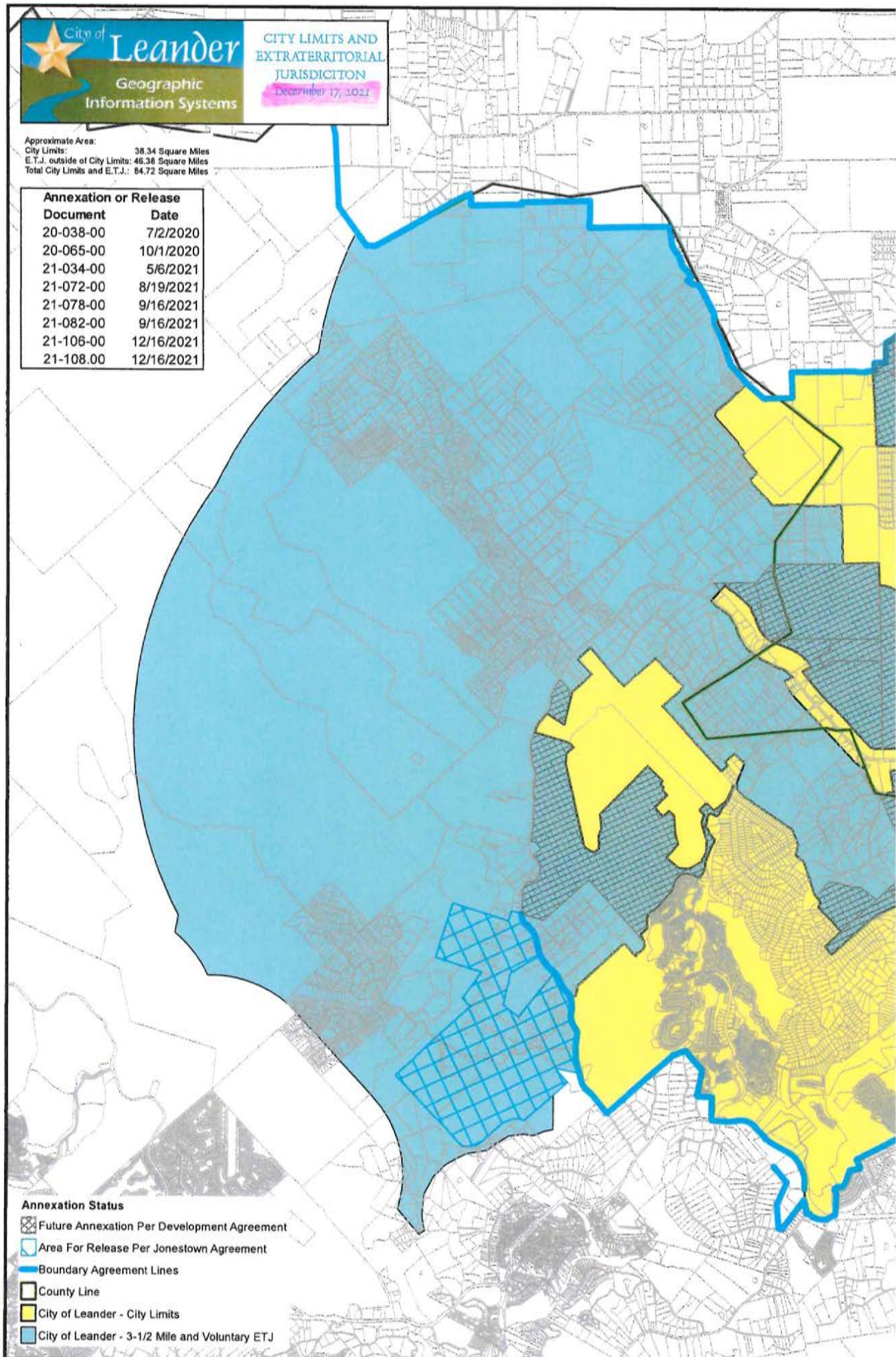


Approximate Area:
City Limits: 38.34 Square Miles
E.T.J. outside of City Limits: 46.38 Square Miles
Total City Limits and E.T.J.: 84.72 Square Miles

Annexation or Release	
Document	Date
20-038-00	7/2/2020
20-065-00	10/1/2020
21-034-00	5/6/2021
21-072-00	8/19/2021
21-078-00	9/16/2021
21-082-00	9/16/2021
21-106-00	12/16/2021
21-108.00	12/16/2021

Annexation Status

-  Future Annexation Per Development Agreement
-  Area For Release Per Jonestown Agreement
-  Boundary Agreement Lines
-  County Line
-  City of Leander - City Limits
-  City of Leander - 3-1/2 Mile and Voluntary ETJ



**INTERLOCAL COOPERATION AGREEMENT
FOR URBAN PLANNING, WATERSHED PROTECTION
AND THE RELEASE OF EXTRATERRITORIAL JURISDICTION**

This **Interlocal Cooperation Agreement for Urban Planning, Watershed Protection and the Release of Extraterritorial Jurisdiction** ("Agreement") is made and entered into by and between the **City of Leander**, Texas ("Leander"), a Texas home-rule municipal corporation, and the **City of Jonestown**, Texas ("Jonestown"), a Texas general law municipal corporation, acting by and through their authorized representatives.

Recitals.

Whereas, Leander and Jonestown (sometimes hereinafter collectively referred to as the "cities" or "parties") recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities;

Whereas, the protection of the watersheds of both cities, the preservation of water quality and the preservation and management of public water supplies are necessary to the protection of the public health, safety and welfare of the citizens of the cities and adjacent areas;

Whereas, agreements that establish boundaries within which specific duties are performed and standards are applied in a convenient and cost effective manner to assure quality urban planning, development and future public services serve the best interests of all citizens;

Whereas, agreement regarding areas adjacent to the respective corporate limits and extraterritorial jurisdiction ("ETJ") and the planning areas of the cities will assist and enhance the planning and development of capital improvement programs and services to the areas, and result in meaningful protection for the environment and valuable natural resources;

Whereas, the cities recognize the public interest is best served by an amicable agreement providing a basis for a long-term and mutually cooperative relationship as neighbors, and establishing boundaries for urban planning, services and watershed protection; and

Whereas, this Agreement will accomplish legitimate public purposes of the cities and will permit more dependable urban planning, public services and watershed protection, that will benefit the public health, safety and welfare of their respective present and future citizens;

NOW, THEREFORE, pursuant to *Chapt. 791, Texas Government Code, Chapt. 42, Texas Local Government Code*, and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the Cities, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

Article One

Findings and Declarations.

Section 1.1. Fact Findings. The recitals hereinabove set forth are incorporated herein for all purposes and are found by the respective City Councils of Leander and Jonestown to be true and correct. It is further found and determined that both the governing body of Leander and Jonestown have authorized and approved this Agreement by ordinance duly adopted by such respective governing body, and such ordinances provide that the terms, provisions and conditions of such ordinances and this Agreement will, upon the execution of this Agreement by their respective Mayors, be in full force and effect as of the date written above.

Section 1.2. Watershed Protection. The respective governing bodies of Jonestown and Leander further find that the Jonestown area, the Leander area and the planning areas, as those terms are hereinafter defined, are important to the water supply and water quality of the cities, and the application and enforcement of appropriate water quality regulations by the cities in the respective planning areas are reasonable and necessary for the preservation and protection of water quality, water supply and the watersheds of both cities, and are valuable natural resources.

Section 1.3. Remedies. It is the declared and stated intent of the cities that the terms, conditions and provisions of this Agreement may be enforced by either city, either at law or in equity, and the cities shall be deemed to have waived any claim or right that is inconsistent with this Agreement and shall be estopped from challenging any term, provision or condition hereof.

Section 1.4. Map(s). It is the stated intent and agreement of the parties that all references to any geographic areas, boundaries and tracts described in this Agreement refer to areas shown on Exhibit "A" attached hereto and incorporated herein for all purposes, and that Exhibit "A" shall control the boundary descriptions. If there is a conflict between Exhibit "A" and word descriptions in this Agreement, the designations on such Exhibit "A" shall control over any and all word descriptions; provided that to the fullest possible extent Exhibit "A" and the word descriptions shall be construed and interpreted in a manner to give effect to both, consistent with the law applicable to ascertaining the boundaries of political subdivisions. It is further provided that the geographic and Boundary Line further described in Section 3.1 and shown on Exhibit "A" are provided to express the clear intent of the Parties.

Article Two

Term and Nature of Agreement.

Section 2.1. Term of Agreement. Except as provided in Article Five, the original term of this Agreement shall commence on the Effective Date and continue in full force and effect for one (1) year (the "Original Term"). The Original Term and each subsequent one (1) year term thereafter, if any, shall be automatically renewed and extended for an additional one (1) year term (the "Extended Term") without the necessity of any action by the parties, unless a party gives notice of non-renewal. Either party may elect not to renew this Agreement by giving written notice of non-

renewal to the other party at least twelve (12) months prior to the end of the Original or any Extended Term.

Section 2.2. Termination by Parties. Notwithstanding any other term or condition herein, this Agreement may be terminated by either party by giving twelve (12) months written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U.S. Mail, certified, return receipt requested.

Section 2.3. Intent and Purpose. The intent and purpose of this Agreement is to more clearly provide both of the cities with the authority to regulate and protect areas of the watersheds that are of more importance, respectively, to each of the cities, and to provide for more effective and efficient urban planning, the review and approval of land development, and the planning of future municipal services, for the geographic areas described in Articles 3 and 4 below.

Section 2.4. Planning and Development. As between the Parties, during the term of this Agreement: (a) Jonestown shall have full authority to plan municipal services and approve the platting and development of land within the Jonestown Area; and (b) Leander shall have full authority to plan municipal services and approve the platting and development of land within the Leander Area. The Parties further stipulate and agree that a primary purpose for this Agreement is to provide for urban planning in the respective Leander Area and Jonestown Area, including, but not limited to, planning for the integration of such areas into their respective ETJs, municipal service areas and future corporate limits consistent with the intent of this Agreement.

Article Three Actions By Jonestown.

Section 3.1. Regulation and Urban Planning. Jonestown hereby contracts with Leander, and authorizes Leander to undertake all urban planning, provision of public services, and watershed regulation and protection that Jonestown is authorized to provide, in the following areas:

All the land and geographic area, as between Jonestown and Leander, located east of the Boundary Line, as hereinafter defined and shown on the map attached as Exhibit "A" hereto (the "Leander Area"). The Boundary Line is generally described as follows: a boundary line that begins at a point at the centerline of Nameless Road that is between the northwest corner of Lot 7, Shady Mountain, as more particularly described in Instrument Number 2005240904, filed in the Travis County Property Records (the "Sylvester" tract), and the northeast corner of a tract owned by Robie Rehse, as more particularly described in Instrument Number 2006018990 filed in the Travis County Property Records (the "Rehse" tract); thence southeast with the centerline of Nameless Road to the southernmost corner of that certain tract of land owned by the Texas Conference Association of Seventh Day Adventists, as more particularly described in the instrument filed in Volume 5499, Page 2255 of the Travis County Property Records ("TCASDA Tract"); thence northeast with the

southeastern boundary of the TCASDA Tract to the northernmost corner of the Angel Springs Subdivision, more particularly described in Book 98, Page 330 of the Travis County Plat Records (the "Angel Springs Subdivision"); thence southeast with the northeastern boundary of the Angel Springs Subdivision to the northwest corner of the tract owned by Lookout Partners, L.P., as more particularly described in Instrument Number 2002142955 filed in the Travis County Property Records ("Lookout Tract I"); thence northeast with the northwest boundary of Lookout Tract I to the northernmost corner of the Lookout Tract I; thence southeast with the western boundary of the tract owned by Lookout Partners, L.P., more particularly described in the instrument filed in Volume 13343, Page 323 of the Travis County Property Records ("Lookout Tract II") to the centerline of FM 1431; thence east with the centerline of FM 1431 to a point directly west of the southernmost corner of Lot 43, Phase II, Cross Creek Subdivision, ("Lot 43") as more particularly described in Book 744, Page 93 of the Travis County Plat Records (the "Boundary Line").

In addition to the authority given to Leander by its city charter or state law, Leander shall have and enjoy all the authority and powers within the Leander Release area that Jonestown has within such area pursuant to state law. During the term of this Agreement, Leander shall further have and enjoy all the authority and powers within the Leander Area that Jonestown now has or that by operation of law could hereafter have within the Leander Area.

Section 3.2. Release of ETJ to Leander. Jonestown releases the Leander Area from the planning area and the present and future extraterritorial jurisdiction of Jonestown to Leander and to the planning area and extraterritorial jurisdiction of Leander. If any of the Leander Area is not now in the ETJ of Jonestown, such part of the Leander Area shall transfer to Leander and become a part of the ETJ of Leander immediately and automatically upon such land coming within the ETJ of Leander by operation of statute or by petition.

Section 3.3. Acceptance of Area Released by Leander. Jonestown accepts the release of ETJ of the Jonestown Area from Leander; agrees all the land within the Jonestown Area is and shall be a part of the planning area, watershed protection area and present or future ETJ of Jonestown; and hereby incorporates all of such land and geographic area within the planning area of Jonestown. If any of the Jonestown Area is not in the ETJ of Leander on the effective date, such part of the area will be accepted into Jonestown's ETJ on such part coming within the ETJ of Jonestown by operation of statute or by petition.

Section 3.4. Services to the Jonestown Area. Within the Jonestown Area, Jonestown will provide urban planning services, including planning and city services as appropriate, and regulate and take action as necessary to protect the watershed, water quality and the public water supply, all as found necessary, reasonable and appropriate by its governing body.

Section 3.5. Release and Waiver. Jonestown waives, releases and assigns to Leander any and all of its ETJ rights and authority with respect to the Leander Area, and contracts with Leander for Leander to exercise all urban planning, water quality, watershed protection and extraterritorial jurisdiction over the Leander Area that Jonestown now has, or hereafter may have, or that it could exercise under state law.

Article Four Actions By Leander.

Section 4.1. Regulation and Urban Planning. Leander hereby contracts with Jonestown, and authorizes Jonestown to undertake all urban planning, provision of public services, and watershed regulation and protection that Leander is authorized to provide, in the following area:

All the land and geographic area, as between Leander and Jonestown, located west of the Boundary Line that is shown on Exhibit "A" hereto and described above in Section 3.1 (the "Jonestown Area").

In addition to the authority given to Jonestown by state law, Jonestown shall have and enjoy all the authority and powers within the Jonestown Area that Leander has within such area pursuant to its city charter or state law. During the term of this Agreement, Jonestown shall further have and enjoy all the authority and powers within the Jonestown Area that Leander now has or by operation of law could hereafter have within the Jonestown Area.

Section 4.2. Release of ETJ to Jonestown. Leander releases the Jonestown Area from the planning area and the present and future extraterritorial jurisdiction of Leander to Jonestown and to the planning area and extraterritorial jurisdiction of Jonestown. If any of the Jonestown Area is not now in the ETJ of Leander, such part of the Jonestown Area shall transfer to Jonestown and become a part of the ETJ of Jonestown immediately and automatically upon such land coming within the ETJ of Jonestown by operation of statute or by petition.

Section 4.3. Acceptance of Area Released by Jonestown. Leander accepts the release of the ETJ of the Leander Area from Jonestown; agrees all the land within the Leander Area is and shall be a part of the planning area, watershed protection area and present or future ETJ of Leander; and hereby incorporates all of such land and geographic area within the planning area of Leander. If any of the Leander Area is not in the ETJ of Jonestown on the effective date, such part of the area will be accepted into Leander's ETJ on the earliest to occur of such part coming within the ETJ of Leander by operation of statute or by petition.

Section 4.4. Services to the Leander Area. Within the Leander Area, Leander will provide urban planning services, including planning and city services as appropriate, and regulate and take action as necessary to protect the watershed, water quality and the public water supply, all as found necessary, reasonable and appropriate by its governing body.

Section 4.5. Release and Waiver. Leander waives, releases and assigns to Jonestown any and all of its ETJ rights and authority with respect to the Jonestown Area, and contracts with Jonestown for Jonestown to exercise all urban planning, water quality, watershed protection and extraterritorial jurisdiction over the Jonestown Area that Leander now has or could hereafter exercise under state law or its city charter.

Article Five Wastewater Agreement

Section 5.1. Wastewater Service. As further consideration for this Agreement, Leander agrees to accept for treatment, and Jonestown may deliver to Leander, wastewater from Jonestown's jurisdiction (the "Sewage") up an amount that is the equivalent of five hundred (500) living unit equivalents. Leander shall extend or cause to be extended a wastewater main to an agreed-upon point of delivery at the Boundary Line ("Point of Delivery") and allow Jonestown to connect to said wastewater main, and Jonestown shall extend or cause to be extended facilities in the Jonestown Area necessary to connect at the Point of Delivery; provided that Jonestown may at any time construct such facilities in the Leander Area to connect to the WWTP, at a location approved by Leander, which approval shall not be unreasonably withheld. Jonestown may purchase additional capacity in the plant in accordance with Leander policies and ordinances in effect at the time of the request for additional capacity and subject to availability of capacity in the WWTP.

Section 5.2. Wholesale Wastewater Rate; Impact Fee. (a) The rate for Sewage delivered to the Point of Delivery Point shall be determined using the same procedures and standards applied by the Texas Commission on Environmental Quality ("TCEQ"), or successor agency, to utility rates it regulates, regardless of whether the TCEQ has jurisdiction; provided, however, that the rate shall not include any return on invested capital or depreciation expense relating to the WWTP. In addition, Jonestown shall collect an impact for each connection to the WWTP at the time of connection, and pay the collected impact fees to Leander within thirty (30) days of receipt. Such impact fee shall be no less than the impact fee charged by Leander at the time of connection. This provision does not affect the ability of Jonestown to adopt impact fees applicable within Jonestown's jurisdiction in accordance with Chapter 395, Tex. Local Gov't Code.

(b) Jonestown shall determine and charge its retail and/or wholesale wastewater customers such rates, fees and charges as Jonestown shall determine in accordance with the requirements of applicable law.

(c) Leander shall render a bill to Jonestown not more than once per month, and each such bill shall set forth the quantity of Sewage delivered to the Point of Delivery. Each such bill shall also include the total amount owed to the City based on the metered quantity of wholesale wastewater service provided multiplied by the wholesale wastewater rate determined pursuant to Section 5.2(a). Jonestown shall pay the amounts due to Leander on or before thirty (30) days from the date of mailing of the bill.

Section 5.3. Water Service. Leander shall provide water to the City of Jonestown upon terms and conditions agreed upon by the parties.

Section 5.4. Cooperation of Parties. The parties shall work cooperatively to accomplish the purposes of this Article.

Section 5.5. Term of this Article. The original term of this Article shall commence on the Effective Date and continue in full force and effect for thirty (30) years (the "Original Term"). The Original Term and each subsequent one (1) year term thereafter, if any, shall be automatically renewed and extended for an additional one (1) year term (the "Extended Term") without the necessity of any action by the parties, unless a party gives notice of non-renewal. Either party may elect not to renew this Agreement by giving written notice of non-renewal to the other party at least twelve (12) months prior to the end of the Original or any Extended Term.

Article Six Specific Provisions

Section 6.1. Limited Effect of Termination. If this Agreement is terminated by one of the parties, or by operation of law, any and all geographic area that is, or has become, a part of the ETJ of Leander or the ETJ of Jonestown pursuant to this Agreement, operation of law, or a combination of this Agreement and operation of law, shall be and remain in full force and effect. In the event of a termination or invalidation of this Agreement, all geographic area that becomes a part of or within the ETJ of Leander prior to the termination of this Agreement shall be and remain within and a part of the ETJ of Leander; and all geographic area that becomes a part of or within the ETJ of Jonestown prior to the termination of this Agreement shall be and remain within and a part of the ETJ of Jonestown.

Article Seven General and Miscellaneous.

Section 7.1. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the City of Leander and the City of Jonestown. This Agreement does not modify, amend, ratify, confirm or renew any such prior written contract or agreement between the City of Leander and the City of Jonestown.

Section 7.2. Policy Making Authority. The city accepting ETJ and planning responsibility pursuant to this Agreement shall, to the fullest extent not inconsistent with State law, have exclusive responsibility for urban planning and the control, supervision and provision of city services within the geographic area of the ETJ accepted by such city pursuant to this Agreement.

Section 7.3. Watershed Protection. The city accepting responsibility for the regulation and protection of watersheds, water quality and water supply in a geographic area pursuant to this Agreement shall, as between the parties and to the fullest extent not inconsistent with State law, have responsibility for regulating, supervising and protecting the watersheds, water quality and water supply within the geographic area accepted by such city under this Agreement. Excluding the opportunity to meet and confer, the early termination of this Agreement is the sole means by which a party may take action if the other party's actions and protections of a respective watershed are deemed inadequate to provide protections necessary for a neighboring watershed.

Section 7.4. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the cities to undertake or not to undertake any other action, or to provide or to not provide any service, within the ETJ area taken or received by it, or ceded to it, pursuant to this Agreement, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

Section 7.5. Governing Discretion. Leander and Jonestown will respectively provide urban planning, review, oversight and approval of development, and municipal services, within the geographic areas they respectively accept as ETJ or planning area pursuant to this Agreement, as determined and found appropriate by their respective governing bodies from time to time.

Section 7.6. Jurisdiction. All governmental and proprietary functions and services to be performed and provided by:

- (a) Leander within the Leander Area, the geographic area, ETJ and planning area, released to Leander, shall, except as provided otherwise by law, be and remain within the sole and exclusive jurisdiction and discretion of Leander; and
- (b) Jonestown within the Jonestown Area, the geographic area, ETJ and planning area released to Jonestown shall, except as provided otherwise by law, be and remain within the sole and exclusive jurisdiction and discretion of Jonestown.

Section 7.6. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the cities nor to create any legal rights or claim on behalf of any third party. Neither Leander nor Jonestown waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Section 7.7. Quality of Service. This Agreement is not intended to and shall not be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of planning or service to be provided by the cities within the ETJ and geographic areas for which such city accepts jurisdiction pursuant to this Agreement. The level and quality of urban planning and services to be provided within the ETJ accepted by the Parties shall be established by their respective budgets, appropriations, resolutions and ordinances adopted by their governing body in the exercise of its legislative discretion.

Section 7.8. Effective Date. This Agreement shall be in full force and effect from and after its execution by the Parties as hereinafter provided.

Section 7.9. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both Leander and Jonestown and authorized by their respective governing bodies.

Section 7.10. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

Section 7.11. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

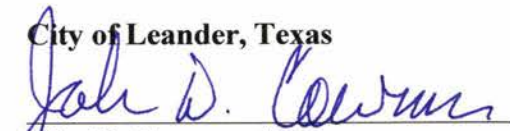
Section 7.12. Exclusion. Notwithstanding any other term or provision hereof, this Agreement is not applicable to any lot, tract or parcel of land that was not, on the day immediately preceding the effective date hereof, within the corporate limits or extraterritorial jurisdiction of either Leander or Jonestown.

Section 7.13. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

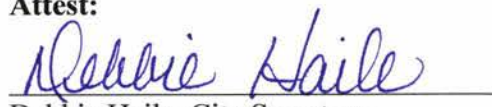
IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized.

Executed and effective as of the 3rd day of May, 2007.

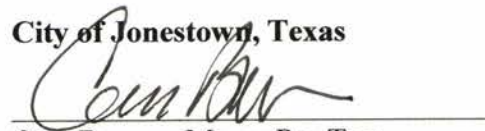
City of Leander, Texas


John D. Cowman, Mayor

Attest:


Debbie Haile, City Secretary
City of Leander

City of Jonestown, Texas


Cass Brewer, Mayor Pro Tem

Attest:


Linda Hambrick, City Secretary
City of Jonestown

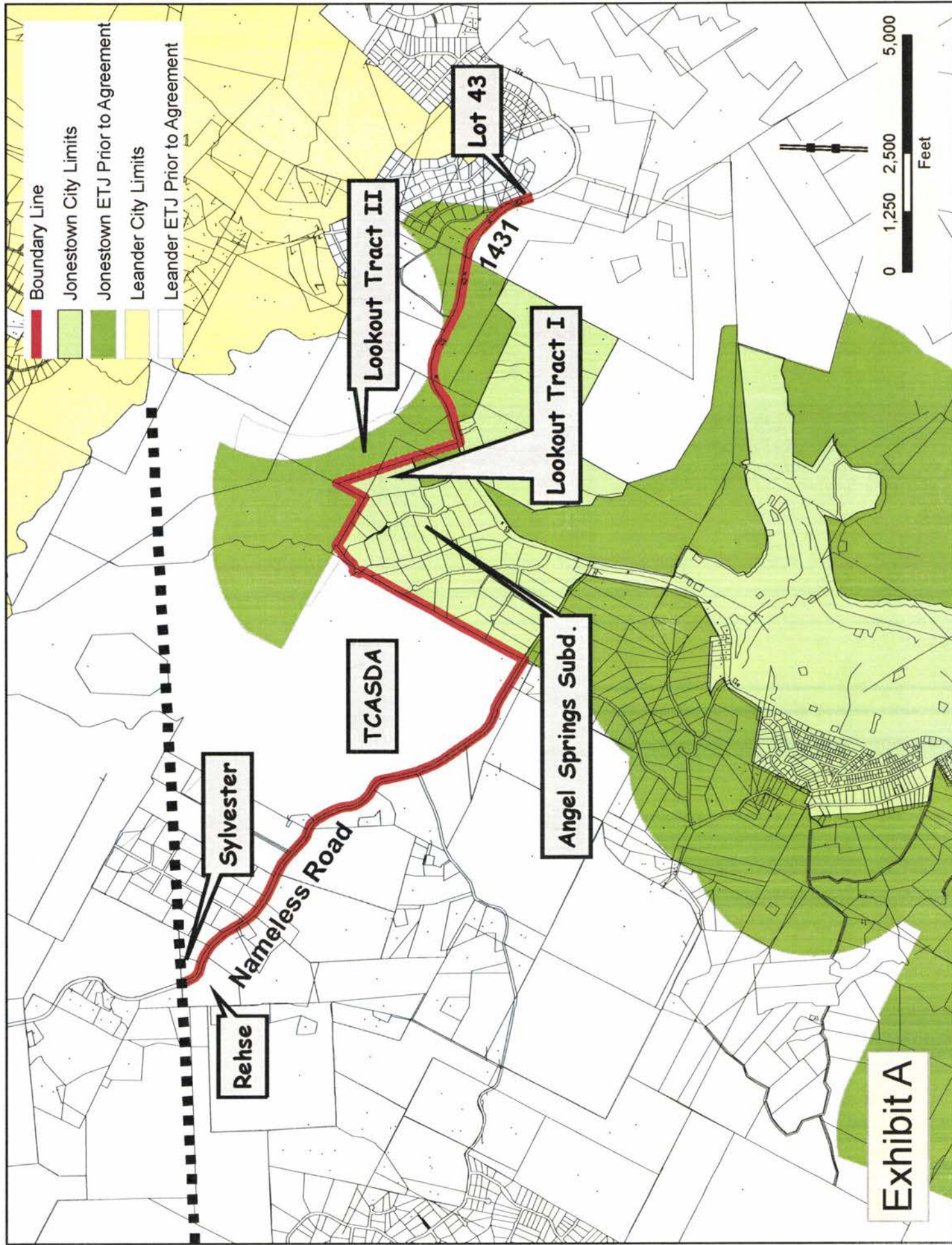


Exhibit A



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Annexation Case A-23-0008 regarding the voluntary annexation of 2.3872 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032108; and commonly known as 800 Riva Ridge Road, Leander, Williamson County, Texas.

BACKGROUND:

A resolution was adopted on June 15, 2023 and commenced the voluntary annexation of 2.3872 acres $\pm$ as described above. The resolution sets the public hearing for July 6, 2023 and the readings of the ordinance for July 6, 2023 and July 20, 2023.

HISTORY/TIMELINE:

06/15/2023 - Resolution Adopted

07/06/2023 - City Council Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Milian Consulting, LLC (G. Maximiliano Martinez, PE) on behalf of Brigido Cruces and Miriam Garcia

RECOMMENDATION:

The City Council approved the request during the July 6, 2023 meeting.

PRESENTER:

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

Attachments

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 2.3872 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described in **Exhibit A** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits; and

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

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

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

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

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

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

2.3872 Acres, more or less, out of the HENRY GARMS SURVEY, ABSTRACT NO. 269, commonly addressed as 800 Riva Ridge, Williamson County, Texas.

A public hearing has been set for the date of the 6th day of July, 2023. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, **Exhibit A** shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions

thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the 6th day of July, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SUBJECT PROPERTY DESCRIPTION

(see attached)

Exhibit B

Service Agreement

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

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and Miriam Garcia and Brigido Cruces, (“Landowners”). The City and the Landowners may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowners, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City. (the, “Subject Property”); and

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

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

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

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

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

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

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

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

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

The following services will be provided for the Subject Property on the Effective Date of annexation:

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

2. Police protection as follows:

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

- B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

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

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the Subject Property abut existing roadways. The Landowners agrees that no improvements are required on such roadways to service the Subject Property.

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

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

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

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

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

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

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

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

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

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Richard B. Beverlin, III, City Manager

LANDOWNER(S):

By: _____

Name (print): _____

Title: _____

Date: _____

By: _____

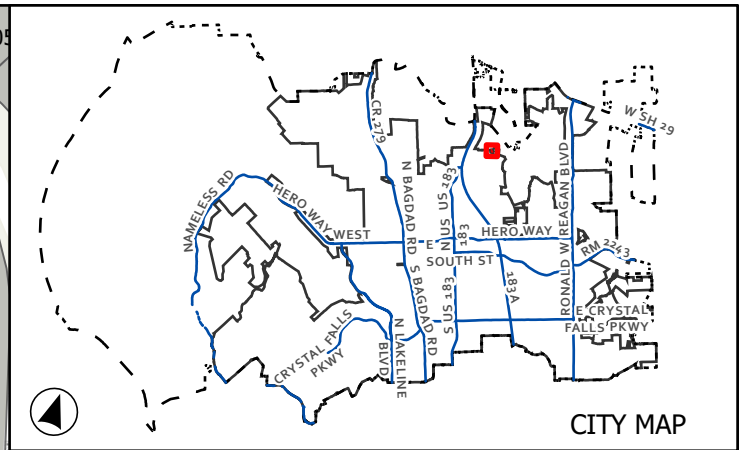
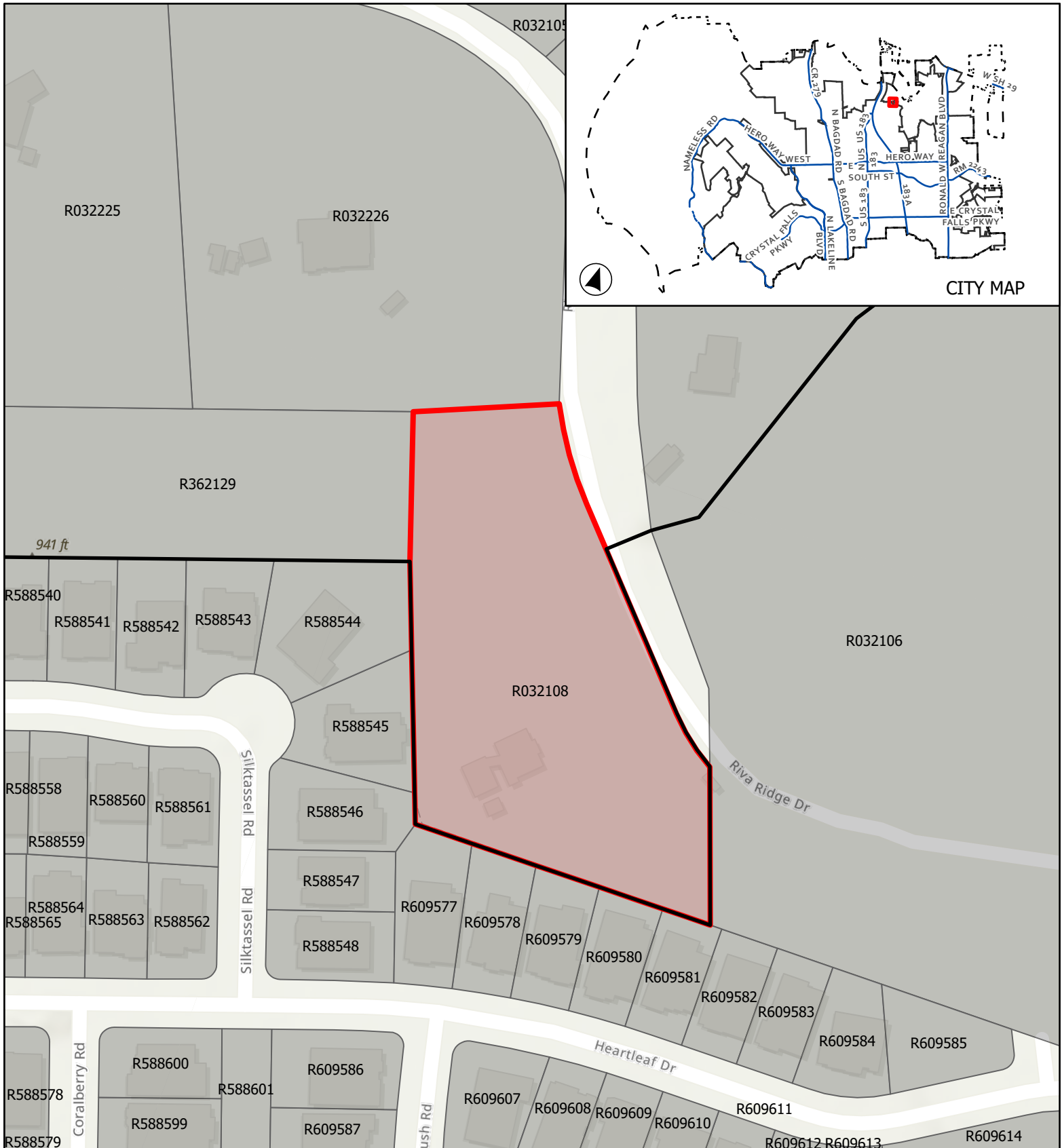
Name (print): _____

Title: _____

Date: _____

Subject Property

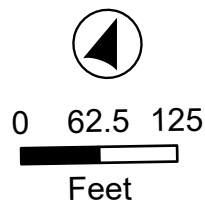
(see attached)



CASE: A-23-0008 ATTACHMENT 2 800 RIVA RIDGE

Location Map

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



- City Limits
- ETJ Boundary
- Subject Boundary

**Schedule for Voluntary Annexation
2.3872 +/- ACRES IN WILLIAMSON COUNTY**

DATE	ACTION/EVENT	LEGAL AUTHORITY
Thursday, June 15, 2023* Tuesday, June 6, 2023 Council packet deadline	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR Thursday, July 6, 2023	Loc. Gov't Code, §43.0671
Thursday, June 22, 2023 * Publish notice of Public Hearing. & Send notice to school district and to each public entity. [Noon, Friday June 16, 2023– Deadline to send notice to paper]	NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.) POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE. SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u> PUBLIC ENTITY NOTICES. Notify each public entity__that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Williamson/Travis), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u>	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673 Loc. Gov't Code, §§43.905 & 43.9051 ; send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.
Thursday, July 6, 2023*	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
Thursday, July 6, 2023* Tuesday, June 27, 2023 – Council packet deadline	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.0673
Thursday, July 20, 2023. Or at a special called meeting after the First Reading; Or within 90 days of First Reading.	SECOND & FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022	Williamson County ESD No. 5 : Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable Leander is located in Williamson and Travis Counties. Confirm which ESD needs notice of disannexation.

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

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

WHEREAS, the undersigned is the owner of a certain area of land located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (the, "Subject Property"); and

WHEREAS, the undersigned has sought the annexation of the Subject Property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

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

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as **Exhibit A** and incorporated by reference herein; and

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

NOW THEREFORE, the undersigned by this Petition and Request:

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

2.3872 Acres, more or less, out of the HENRY GARMES SURVEY, ABSTRACT NO. 269, Williamson County, Texas.

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

SECTION THREE: Acknowledges executing and entering into the agreement, attached

hereto as **Exhibit A**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

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

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

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

Petitioners:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

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

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

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

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

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

(SEAL)

Notary Public - State of Texas

Exhibit A
SERVICE AGREEMENT
(SEE ATTACHED)

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 2.3872 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

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

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

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

All that certain area of land being 2.3872 acres, more or less, in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

PASSED AND APPROVED on First Reading this 6th day of July, 2023.

FINALLY PASSED AND APPROVED on this 20th day of July, 2023.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit “A”

PROPERTY DESCRIPTION

[SEE ATTACHED]

Exhibit “B”

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

[Insert executed Agreement]



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of an extension of the expiration for Subdivision Case 19-PICP-040 Leander Heights Sec 2, Lot 7, Blk A construction plans for 1.5 acres ± in size; generally located to the southwest of the intersection of S. West Drive and Municipal Drive; Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Lot 7, Blk A, Leander Heights Section 2 construction plans. Article II, Section 28(e) includes the following provisions.

- e. **Time Limit for Completing Improvements.** The period within which required improvements must be completed shall be incorporated in the surety instrument and shall not in any event, without prior approval of the City, exceed one (1) year from date of Final Plat approval.
 1. The Commission may, upon application of the developer and upon proof of hardship, recommend to the Council extension of the completion date set forth in such bond or other instrument for a maximum period of one (1) additional year. Such hardship may include delays imposed due to City projects. An application for extension shall be accompanied by an updated estimate of construction costs prepared by a licensed professional engineer, licensed to practice in the State of Texas. A surety instrument for guaranteeing completion of remaining required improvements must be filed in an amount equal to one hundred ten percent (110%) of the updated estimate of construction costs as approved by the City Engineer.
 2. The Council may at any time during the period of such surety instrument accept a substitution of principal sureties upon recommendation of the Commission.

These construction plans are associated with the Castella Court Site Development Permit. This development includes eighteen (18) townhouses with access to Municipal Drive.

HISTORY/TIMELINE:

04/14/2021 - Construction Plan Permit Issued
04/14/2023 - Construction Plan Permit Expiration
06/22/2023 - Planning & Zoning Commission canceled due to power outage
07/13/2023 - Planning & Zoning Commission approval of extension

APPLICANT/AGENT:

SEC Solutions (Marco Castaneda)

RECOMMENDATION:

The Subdivision Ordinance includes timeframes for the completion of improvements. The timeline/history section of this summary above includes the key dates for this request. The construction plan approval expires on April 14, 2023.

The applicant has posted fiscal for the required improvements and recorded the final plat. The Ordinance requires that the improvements are completed within one (1) year of the approval of the final plat. Pursuant to Article II, Section 28 (e), the construction plans expire one (1) year from the approval date of the final plat. The Commission has the ability to make a recommendation for one (1) additional one (1)- year extension if the applicant can demonstrate a hardship. If this extension is approved, the applicant is required to post an updated bond for the

improvements. Below, please find a timeline of events.

Staff recommends approval of this extension request. The applicant desires to develop the public improvements concurrently with the site development permit. Approving this extension will allow for the completion of the subdivision. Denying the request would not benefit the City with regards to vesting. A denial would result in a delay in the process and would not result in a change to the current development standards.

This application was previously scheduled for the June 22, 2023 Planning and Zoning Commission meeting. The case was delayed due to a power outage at City Hall. The Planning & Zoning Commission unanimously recommended approval of the extension during the July 13, 2023 meeting.

PRESENTER:

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

Attachments

1. Extension Request
2. Location Map
3. P&Z Draft Minutes



TBPE F-15009
407 Forest street
Liberty Hill, Tx 78642

www.sectexas.com
office@sectexas.com
(512) 215-4364

REVIEW EXTENSION REQUEST LETTER

June 2, 2023

City of Leander Planning Department
Pat Bryson Municipal Hall
201 N. Brushy Street
Leander, Texas 78641

Re: Public Improvements Construction Plans for
Lot 7, Blk A, Leander Heights Sec. Two
Municipal Drive at 603 Lion Drive
Leander, Texas 78641
Case No. 19-PICP-040

To Michael Chenausky,

We gotten plan approval for Case No. 19-PICP-040 on 4/14/2021, and sign-off on the plan cover sheets in late January 2021. A pre-construction meeting was held in 2021.

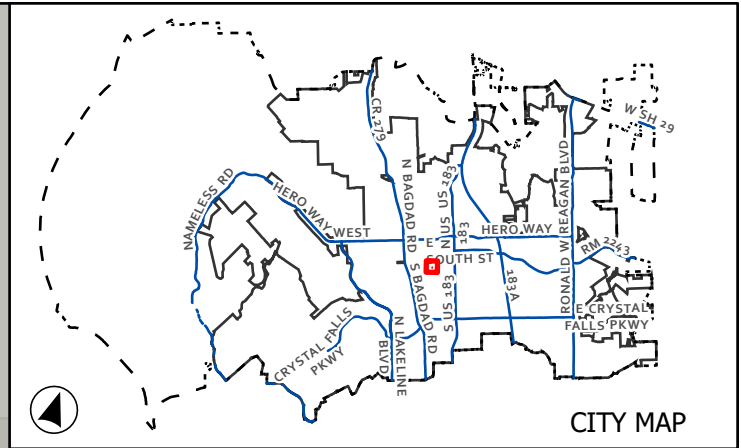
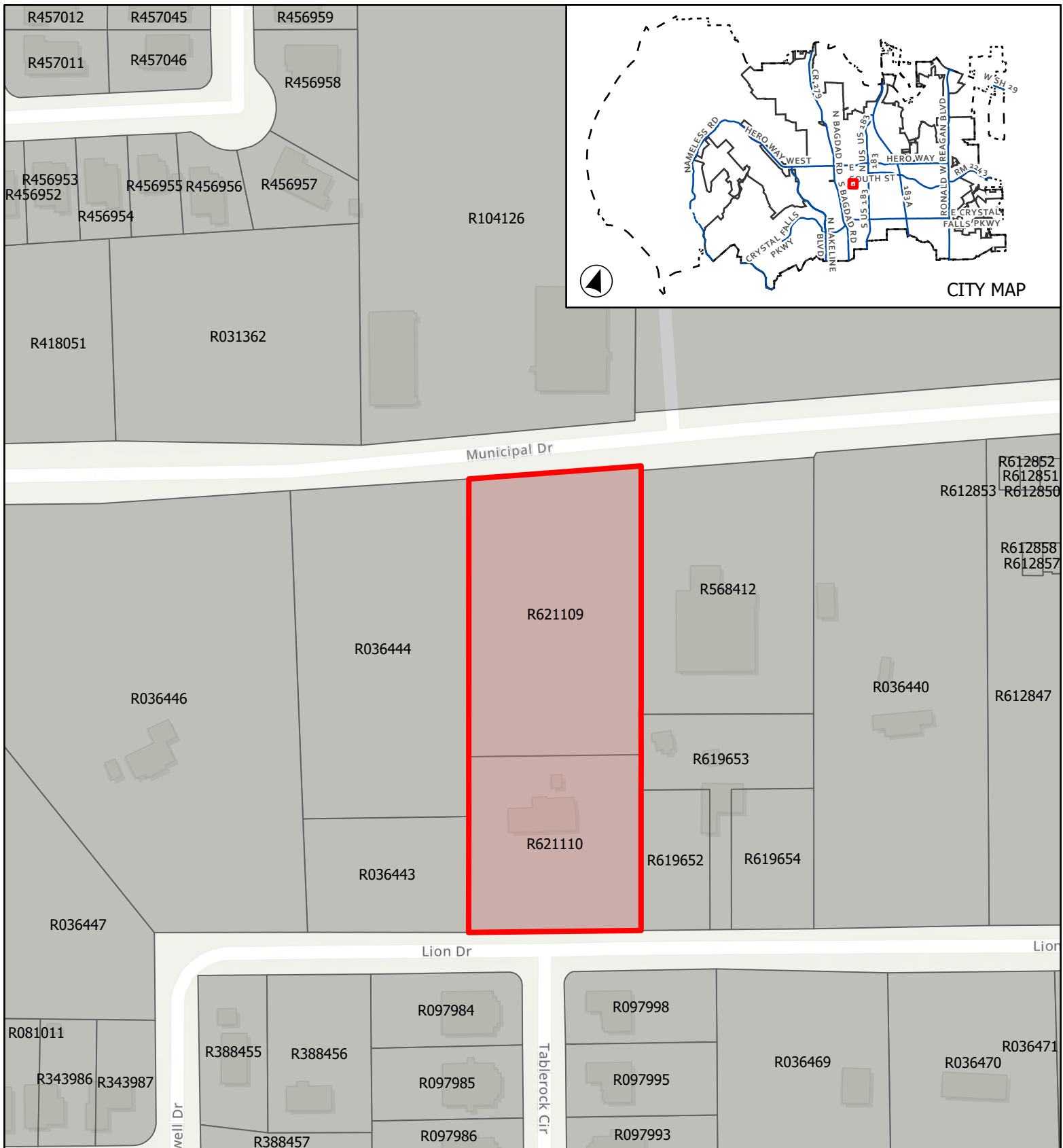
We respectfully request an extension on the construction plan to allow time to begin construction.

Should you have any questions or comments, feel free to contact Marco Castaneda, PE at (512) 785-8446.

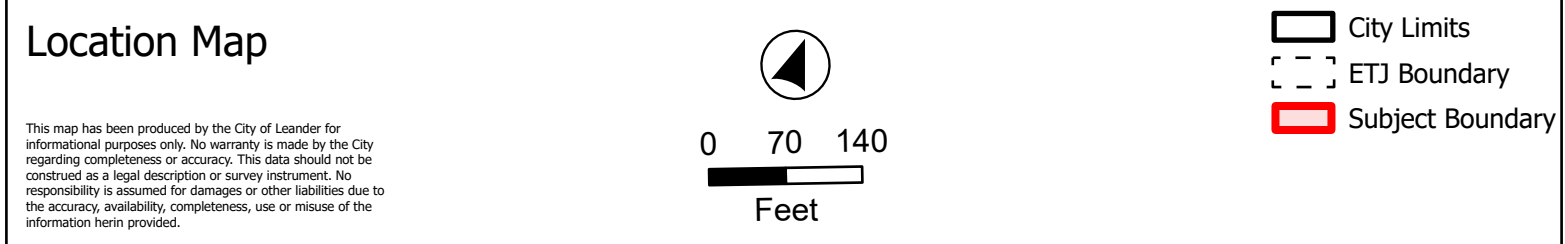
Sincerely,

Marco Castaneda, PE





CASE: 19-PCIP-040 ATTACHMENT 2 CASTELLA COURT





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

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

July 13, 2023 at 6:00 PM



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

Place 5 – James Oliver
Place 6 – Laura Lantrip, *Vice-Chair*
Place 7 – Vacant

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

1. Call to Order at 6:00 p.m.
2. Roll Call.
All commissioners were present except Chair Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the July 6, 2023 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case PP-22-0024 regarding Travisso Phase 5, Sections 4 & 5 Preliminary Plat on one parcel of land approximately 52.18 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located northwest of the intersection of Novara Trail and Cosenza Trace and north of Travisso Parkway, Leander, Travis County, Texas.
7. Approval of Subdivision Case PP-22-0025 regarding Bar W Ranch W Phase 9 Preliminary Plat on two parcels of land approximately 56.706 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R532719 and R590760 ; generally located at the southeast corner of Bobtail Pass and Gold Dust Trail, Leander, Williamson County, Texas.

8. Approval of Subdivision Case PP-22-0028 regarding Michelle Subdivision Preliminary Plat on one parcel of land approximately 8.9 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031699; generally located at the intersection of South Brook Dr. and US 183, Leander, Williamson County, Texas.
9. Approval of an extension of the expiration for Subdivision Case 19-PICP-040 Leander Heights Sec 2, Lot 7, Blk A Construction Plans for 1.5 acres more or less; generally located to the southwest of the intersection of S West Drive and Municipal Drive; Leander, Williamson County, Texas.
10. Approval of Subdivision Case FP-21-0023 regarding Lively Tract Phase 4 Final Plat on 1 parcel of land approximately 78.185 acres $\pm$ in size, more particularly described by Williamson County Central Appraisal District R544675; generally located east of the Gabriel's Outlook Section 1 Subdivision and south of Four Waters Loop, Leander, Williamson County, Texas.
11. Approval of Subdivision Case FP-22-0013 regarding Carneros Ranch Phase 6 Final Plat on one parcel of land approximately 17.85 acres $\pm$ in size, more particularly described by Williamson County Central Appraisal District R523829; generally located east of Sauterne Drive and west of Pinot Noir Street, Leander, Williamson County, Texas.
12. Approval of the Subdivision, Site Development, and Dry Utility Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.
13. Approval of Minutes

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to approve P & Z minutes.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

PUBLIC HEARING: ACTION

14. *[Commissioner Oliver recused himself from this item and left the room]*

Conduct a Public Hearing and consider action on Subdivision Case FP-22-0044 and Variance Case VA-23-0013 to approve the Sarita Valley Short Form Final Plat and Variance on one parcel of land approximately 5.403 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R512374; generally located north east of Ronald W Reagan Blvd. and Sarita Dr., Leander, Williamson County, Texas.

- Discuss and consider action on Subdivision Case FP-22-0044 and Variance Case VA-23-0013 as described above.

Tom Mitchell spoke requesting more information.

Motion made by Commissioner John Cosgrove, seconded by Commissioner Deirdre Moss to approve the Final Plat.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner Ron May

4 - 0 Passed

[Commissioner Oliver returned to the room]

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0076 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Highway 29 Commercial Minor PUD (Planned Unit Development) with the GC-3-A (General Commercial) base zoning district on one parcel of land approximately 53.23 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032262; and generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W Reagan Blvd, on the south side of SH 29, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0076 as described above.

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to unanimously recommend approval of the Zoning request with the following conditions:

1. The maximum height of truck bays may not exceed eighteen feet
2. Truck bays and docks may not face the single-family residential property to the west.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

REGULAR AGENDA

16. Discuss and consider action on Tree Removal Case TRP-23-0013 regarding removal of two heritage trees and seven significant trees associated with the VALPS Ronald Reagan Retail Site Development Project located at 17401 Ronald Reagan Blvd., Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the Tree Removal Request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

17. Discuss and consider action on Tree Removal Case TRP-23-0016 regarding removal of a Significant Tree associated with the Brushy Creek Retail Floodplain Development Project, generally located at US 183 and Metro Dr. Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the Tree Removal request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

18. Discussion regarding the Sign Ordinance
19. Adjournment at 7:20 p.m.

APPROVED:

CHAIRMAN MAHAN

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case FP-21-0006 Rosenbusch Ph 3 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Rosenbusch Ph 3 Final Plat form final plat application. Article II, Section 24 (g) includes the following provisions.

g. Application Expiration.

1. The Final Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
2. The Planning Department may grant one (1) six (6)- month extension if the applicant can show substantial progress in obtaining approval of the final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

HISTORY/TIMELINE:

07/20/2020 Preliminary Plat Approved
01/09/2022 Final Plat Application Expired
07/09/2022 Final Plat Application Staff Extension Expired
11/03/2022 Final Plat Council Extension Approved until 01/09/2023
01/09/2023 Final Plat Council Extension Approved until 07/09/2023

APPLICANT/AGENT:

Faris Abboushi, LDC

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The final plat application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6) month extension. Approving this extension would grant an extension to January 9, 2023 and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

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

Attachments

1. Extension Request

2. Location Map

3. Ordinance



June 21, 2023

Robin M. Griffin, AICP
Planning Director
City of Leander
512-528-2763

RE: **Application Extension Request**
 Rosenbusch Ranch Phase 3 Final Plat (21-FP-006)

Dear Ms. Griffin

Please accept this letter as HR Green's formal request for an Application Extension for the Rosenbusch Ranch Phase 3 Final Plat application (City of Leander Case Number: 21-FP-006), which expires on 7/9/2023.

The application was last extended at City Council from 1/9/2023 to 7/9/2023. We are seeking another extension of the application to allow for the Final Submittal to occur now that we have cleared all technical comments. The only outstanding item for this final plat application is the payment of fees.

This extension would allow the applicant additional time needed to secure their approvals for fiscal postings, which have been delayed due to a national changes in fiscal policy driven by current economic market conditions. A hard copy of this letter, along with the required \$200 payment, will be submitted to the City of Leander offices shortly.

We appreciate your assistance in this matter and are available to provide any additional information needed from our office at this time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Faris Abboushi'.

Faris Abboushi, PE
HR Green
TBPE Firm #16384

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GRANTING AN EXTENSION OF THE EXPIRATION OF THE
FINAL PLAT APPLICATION FOR THE ROSENBUSCH RANCH
PHASE 3 SUBDIVISION.**

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the Rosenbusch Ranch Phase 3 final plat application (the "Final Plat Application") which expires on or about July 9, 2022;

WHEREAS, the City Council granted one six (6) month extension for the Rosenbusch Ranch Phase 3 final plat application (the "Final Plat Application") which expires on or about January 9, 2023;

WHEREAS, the City Council granted one six (6) month extension for the Rosenbusch Ranch Phase 3 final plat application (the "Final Plat Application") which expires on or about July 9, 2023;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat within a reasonable timeframe;

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

SECTION 1. Findings of Fact. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Final Plat Application to January 9, 2023. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before January 9, 2023, the Final Plat Application shall expire.

SECTION 3. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the City Charter.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered 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, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 20th day of July, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Approval of the adoption of the Old Town Master Plan including the adoption of a future land use plan and map that provides guidance for appropriate land use regulations throughout Old Town, and an action plan for implementation.

BACKGROUND:

The City adopted the 2020 Leander Comprehensive Plan April 1, 2021. The Comprehensive Plan included goals for future growth and development, as well as an action plan for implementation. Establishing Old Town as a destination for arts, shopping and entertainment is listed as Goal 6 in the Comprehensive Plan, with Strategy 6.1.1 to develop a detailed master plan for Old Town Leander. The Comprehensive Plan Advisory Committee (CPAC) identified Old Town as a High Priority Topic, and stressed the need to create a clear vision for Old Town. Old Town as a destination was also listed as one of the key take aways from the Public Outreach surveys conducted during the Comprehensive Plan development process.

The City Council directed staff to issue an RFQ and on April 21st, 2021, Council approved a contract with Kimley-Horn to prepare the Old Town Master Plan. Staff worked with Kimley-Horn to compile a list of community representatives to make up the Old Town Advisory Committee (OTAC). The purpose in the committee is to allow the community the opportunity to provide feedback during the Old Town Master Plan process. The Advisory Committee was made up of a 19 member stakeholder group assigned to work with Kimley-Horn throughout the update process.

The OTAC conducted two meetings (June 29th and September 23rd, 2022). Two community meetings (August 2nd and October 25th, 2022) have been conducted to solicit input from Leander citizens and stakeholders. In addition to those meetings, in person public outreach was conducted during the Old Town Street Festival (June 3rd, 2022) and the Living Leander Expo (March 3rd, 2023).

Staff recommends approval of the Old Town Master Plan. The Planning & Zoning Commission unanimously recommended approval of the Old Town Master Plan during the May 11, 2023 meeting. The City Council tabled this item pending the inclusion of the Appendix.

During the May 18, 2023 meeting Council brought up the following concerns:

1. Appendices: The appendices were not part of the presented Old Town Master Plan package. The consultant has provided the appendices and it includes the Parking Analysis.
2. Development in the Floodplain: The Old Town Master Plan includes references to Atlas 14. The Plan does not propose changes to the requirements regarding floodplain or establish the location of the floodplain.
3. Parking: The Council asked why the plan did not propose head-in parking on Brushy Street. Staff found that changing the street to head in parking would result in creating a one-way street but would only provide a limited number of additional spaces. This is something that could be considered in the future as other streets are improved. Staff felt that providing the head in parking along Broade Street would solve the immediate concern with parking in close proximity to the new developments in Old Town.
4. Design Overlay Standards: The overlay standards are addressed in the appendix.
5. Historic Designation: The City has the option to create a historic district. If we create a historic district we can also implement design standards. The Old Town Master Plan does not call for a Historic District, but the Council can work towards establishing one.

HISTORY/TIMELINE:

05/11/2023 - Planning & Zoning Commission

05/18/2023 - City Council

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

The City Council tabled this item pending the inclusion of the Appendix during the May 18, 2023.

PRESENTER:

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

Attachments

1. Draft Old Town Master Plan
2. P&Z Draft Minutes



CITY OF LEANDER

OLD TOWN MASTER PLAN

Draft - May 04, 2023



ACKNOWLEDGMENTS

The following individuals are recognized for their significant contributions to the preparation of the City of Leander Old Town Master Plan.

ADVISORY COMMITTEE

Angel Maxwell	Kat Howell
Anja Schaefer	Mark Kronkosky
Bridget Brandt	Matt Delahoussaye
Cecelia Fortney	Steve Brown
Danny Parrott II	Steve Hanes
Iris Davis	Taulant "Luke" Krasniqi
James Oliver	Will Davies
Jeanie Snyder	William Shea
Jim Bechtol	Willie Kopecky Jr.
Joel Price	

CITY OF LEANDER STAFF

Robin Griffin, AICP – Executive Director of Development Services
Michael Chenausky, AICP – Senior Planner

LEANDER CITY COUNCIL

Christine DeLisle – Mayor
Kathryn Pantalion-Parker – Place 1
Esme Mattke Longoria – Place 2
David McDonald – Place 3
Na’Cole Thompson – Place 4
Chris Czernek – Place 5
Becki Ross – Place 6

CONSULTANT TEAM

Daniel Acevedo, AICP CNU-A – Project Manager
Jake Gutekunst P.E. (TX), AICP
Madison Graham, AICP
Haley Carruthers
Nick Summerlin
Katie Urdiales
Meg Zeigler



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Chapter 1 | Introduction

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Introduction

Vision for Old Town

The Leander Old Town Master Plan paints a community backed vision for Old Town and develops future action items to strengthen the downtown area. A strong and vibrant downtown can be a key economic driver for the community to support and sustain growth over time.

Qualities of a strong downtown include:

- Supporting economic opportunities for the community
- Creating high-quality jobs
- Serving as a gathering place for the community
- Offering diverse housing options
- Embracing unique identity and design
- Promoting safety for visitors and residents

This plan was initiated to help guide the development of Old Town as Leander continues to grow. The community's vision was incorporated into the planning process and ensures that as Old Town develops, the framework outlined in this plan reflects a unified vision for workers, visitors, and residents in Leander. The goal of this master plan is to outline tools and strategies for strengthening Old Town as an entertainment, activity, and economic center for the community.

Why Plan Now?

In January 2015, the “Old Town development Incentives Program” was adopted to encourage the location and expansion of commercial activity in Old Town. Qualified applicants could be eligible for loans, grants and incentives to help improve the image of Old Town Leander. Then in 2020, the City of Leander created the *2020 Leander Comprehensive Plan* to help guide the growth of the city over time. It serves as a blueprint for new development based on community input and an established vision. One of the goals of the plan was to build upon previous programs to revitalize the downtown. Much of the feedback heard from the community during the planning process was the desire to develop Old Town as a destination with strong support in increasing nightlife, weekend activities, festivals, and events. The box below displays the intent and character described in the Leander Comprehensive Plan. One of the by-products of the Leander Comprehensive Plan was to develop a Master Plan for Old Town Leander that took a closer look at desired uses in Old Town, parking, funding opportunities and improvement projects. This plan aims to continue those conversations and develop community driven solutions.

OLD TOWN INTENT AND CHARACTER FROM 2020 COMPREHENSIVE PLAN

Old Town as a future land use category is intended for a mix of uses that keeps Leander historic center interesting and dynamic. New development and redevelopment within Old Town should be designed in harmony with the existing character that acknowledges Leander's heritage. This includes older buildings and historic, contributing structures along with a mix of new and adaptive reuse buildings. Old Town buildings are to be activated towards the street, encouraging walkability, eating establishments, central gathering spaces, and civic conversation. Old Town is scaled-down urban without on-site parking requirements, high impervious cover yet green space, street tree canopy and safe mix of vehicles and pedestrians. Old Town character includes small businesses, professional office, entertainment, shopping, arts and culture elements, and civic activity, each contributing to daytime and evening buzz. An assortment of residential is suitable and encouraged based on the context, focused on a balance of scale between building, site and streets. In the core, urban lofts and townhouses are appropriate; in the south and east districts, across US 183, attached and detached housing may be appropriate with design context and limitations.

Planning Process

The development of the Leander Old Town Master Plan started in May of 2022. The process spanned approximately 7 months. During the planning process, City Staff, an advisory committee, stakeholders, and the public were all engaged to provide vital recommendations for Old Town. Recommendations collected create the foundation of the Plan. **Figure 1.1** displays the phases of the development of the Old Town Leander Master Plan.

Phase 1: State of Old Town

Phase one reviewed the existing conditions of Old Town and collected important data to understand how Old Town Leander is today. The review of the existing conditions identified key opportunities and areas of improvements to guide discussion with the community.

Phase 2: Strategic Vision, Direction, and Framework

Phase two built strategic direction from engagement efforts throughout the planning process. Utilizing this input from the community, an Old Town Framework Plan was created that outlines future land use, urban design, and mobility for Old Town Leander.

Phase 3: Illustrative Visioning

Phase three established creative direction of Old Town Leander by diving deeper into specific urban design and placemaking elements for the identified Old Town sub districts.

Phase 4: Implementation

Phase four outlined recommendations for Old Town through infrastructure improvements, future development patterns, and policy strategies. This phase outlined implementation strategies for Old Town with associated high-level costs.

Plan Structure

The Old Town Leander Master Plan is organized into six chapters and are described below:

Chapter 1: Introduction

Describes the vision for Old Town Leander and provides an overview of the study area. This chapter sets the stage of Old Town today.

Chapter 2: Community Profile

Reviews a snapshot of Old Town today, identifies the area's existing infrastructure, demographic information, and other relevant plans and studies.

Chapter 3: 2050 Vision for Old Town

Outlines the engagement process during the project and captures what was heard from key stakeholders in Leander.

Chapter 4: Old Town Framework

Lays the foundation for future vision of Old Town by outlining recommendations and proposed strategic direction for Old Town. Overarching themes relevant to Old Town are also discussed, and policy direction is given for the Old Town Leander area.

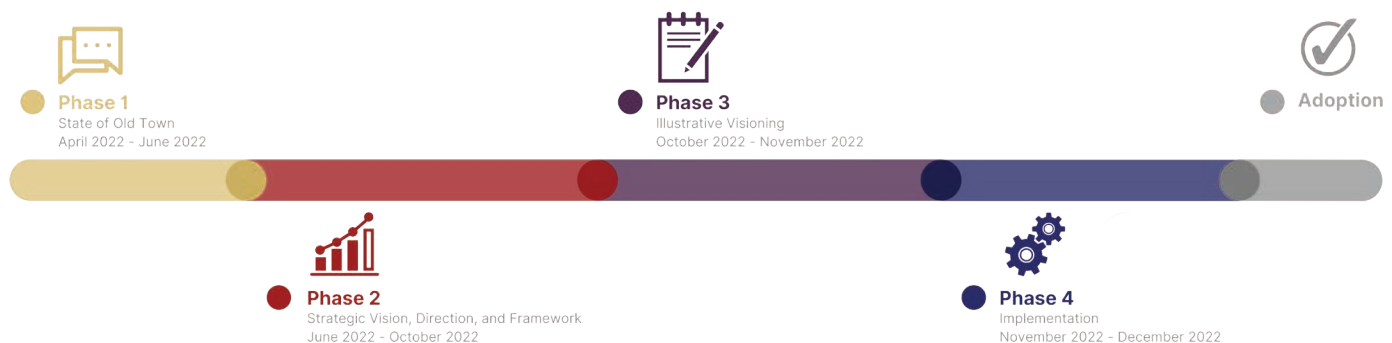
Chapter 5: Character Districts

Details each character district found in the Old Town Framework Plan and provides specific action items that the City can implement that will help realize the community's vision.

Chapter 6: Implementation Toolkits

Prioritizes and provides implementation strategies for improvements to Old Town. This chapter also identifies policies and funding mechanisms to aid in future decision making. All action items found throughout the plan are combined into an implementation matrix for the City's use.

Figure 1.1 | Planning Process



Study Area

Regional Importance

The City of Leander is located approximately 30 miles north of Austin. Leander provides a unique hill country living experience while also being located close to a thriving urban metroplex. **Figure 1.2** displays the regional context of the City of Leander. The major highway running through Leander is US Highway 183 which continues down to Austin and connects all the way up to Oklahoma. US Highway 183 bisects not only the city, but Old Town as well. Leander also has a Capital Metro (CapMetro) commuter rail line, running directly adjacent to US 183 through Old Town and connects Leander to Downtown Austin. There is a CapMetro rail station located north of Old Town. These linkages provide connections to more metropolitan areas in the region.

Old Town is centrally located in the City of Leander, and is just south of the intersection of Hero Way and US Highway 183, near the H-E-B. The study area boundary is displayed in **Figure 1.3**. The overall Old Town study area is bounded by a portion of the 100-year floodplain on the north, the future East Street roadway project on the east, a block over from N West Drive to the west and is bounded on the south by W South Street. Additionally, several parcels are included in the Old Town boundary south of W South Street, including parcels on both sides of the street along S Brushy Street and S West Drive.

Today, Old Town is a mix of businesses, restaurants, shops, civic and institutional buildings, and houses. The area's existing diverse land use mix provides an excellent canvas to build future recommendations for improvements to the area.

Figure 1.2 | Leander Regional Context

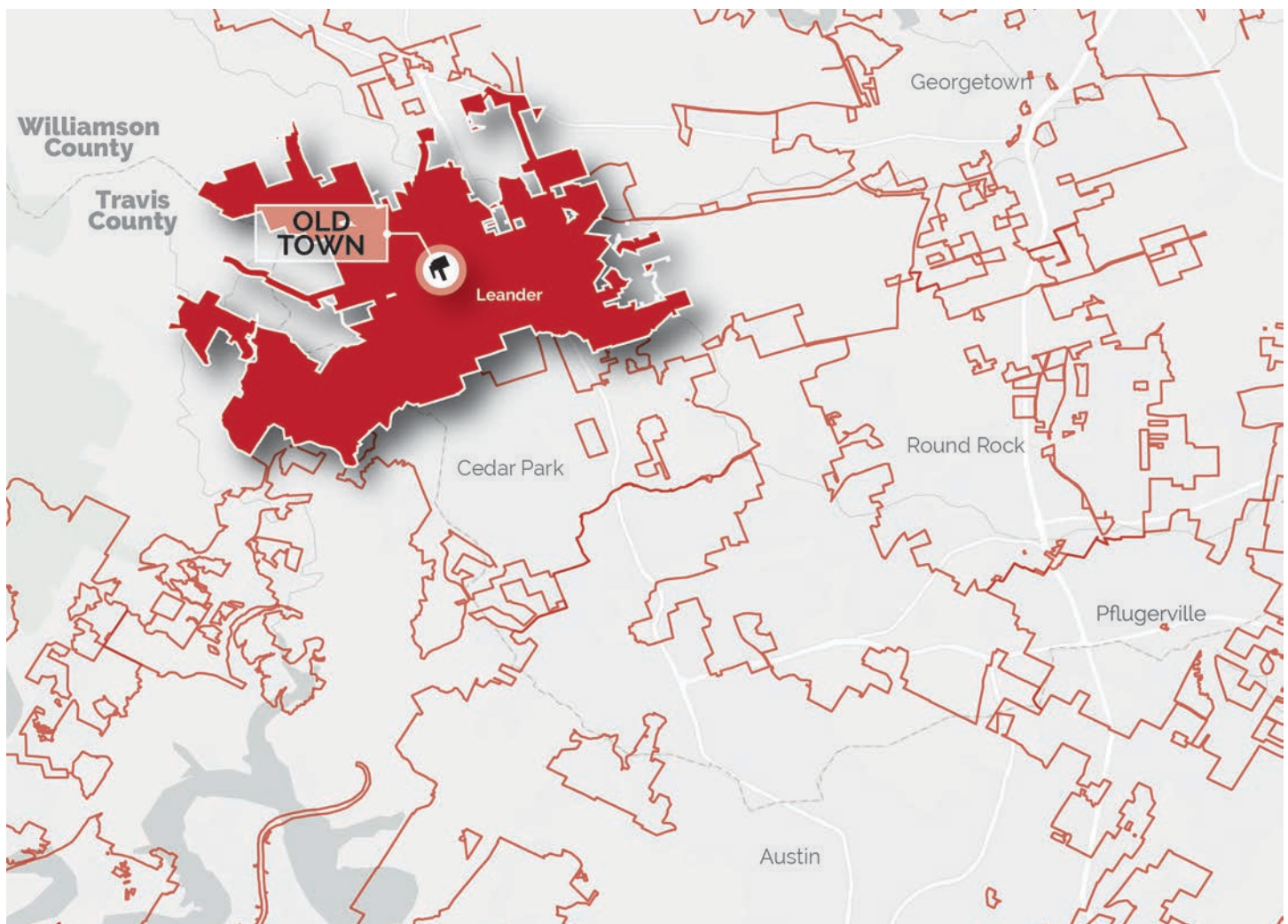


Figure 1.3 | Study Area



LEGEND

- Parcels
- Floodplain
- Railroad
- Local Roads

Old Town History

Brushy Creek provided the resources the Native American tribes needed to thrive. The original land was owned by the Tonkawa tribe and called the area the 'land of good water'. To this day, Brushy Creek is a key influence on the development of Leander and Old Town. This creek was vital to the city's growth and settlements over time. In 1882 the Austin and Northwest Railroad created a new rail line that connected Austin to Abilene. When the rail line was established, businesses and residents moved and purchased lots near the rail line. Thus, the origin of Old Town Leander.

Over time the town grew, and early business settled in what is considered Old Town Leander today. Economic opportunities increased for the town through the opening of cotton gins and ranching. In 1899, Leander High School was constructed and established as the only free school in the area.

During the early 20th century, US Highway 183 began construction in Texas which created a key north/south connection from Leander to Austin. In January of 1978, the City of Leander was incorporated. The city remained a primarily rural community, continuing its legacy of agricultural roots. At the time the city was established, the population was around 300 people, but by the early 1990s the population had grown to over 3,300 residents.

After the turn of the century Williamson and Travis County saw major growth. There was an increase in homes, businesses, and schools to meet the demands of a growing population. In 2007, the CapMetro park and ride commuter rail station was built in Leander north of Old Town along US Highway 183. Over the past 10 years, Leander has seen a significant rise in population, making it one of the fastest growing cities in Texas from 2018 to 2019.

Source: Leander Chamber of Commerce



Leander City Hall



Old Leander Railstop



Leander City Hall



Chapter 2 | Community Profile

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Leander Beer Market



Smooth Village Food Vendor



Casa Costa Bake Shop

Community Profile

Snapshot of Old Town

This chapter provides a high-level review of Old Town Leander today. This chapter includes a summary of existing infrastructure and amenities in Old Town, key demographic data, and a market analysis of Old Town Leander. The chapter starts off with a review of Old Town's existing conditions. This mapping exercise helps visualize what is on the ground today, so that informed recommendations can be made for the Old Town's future. To see the full collection of existing conditions maps, please see **Appendix A: Existing Conditions Maps**.

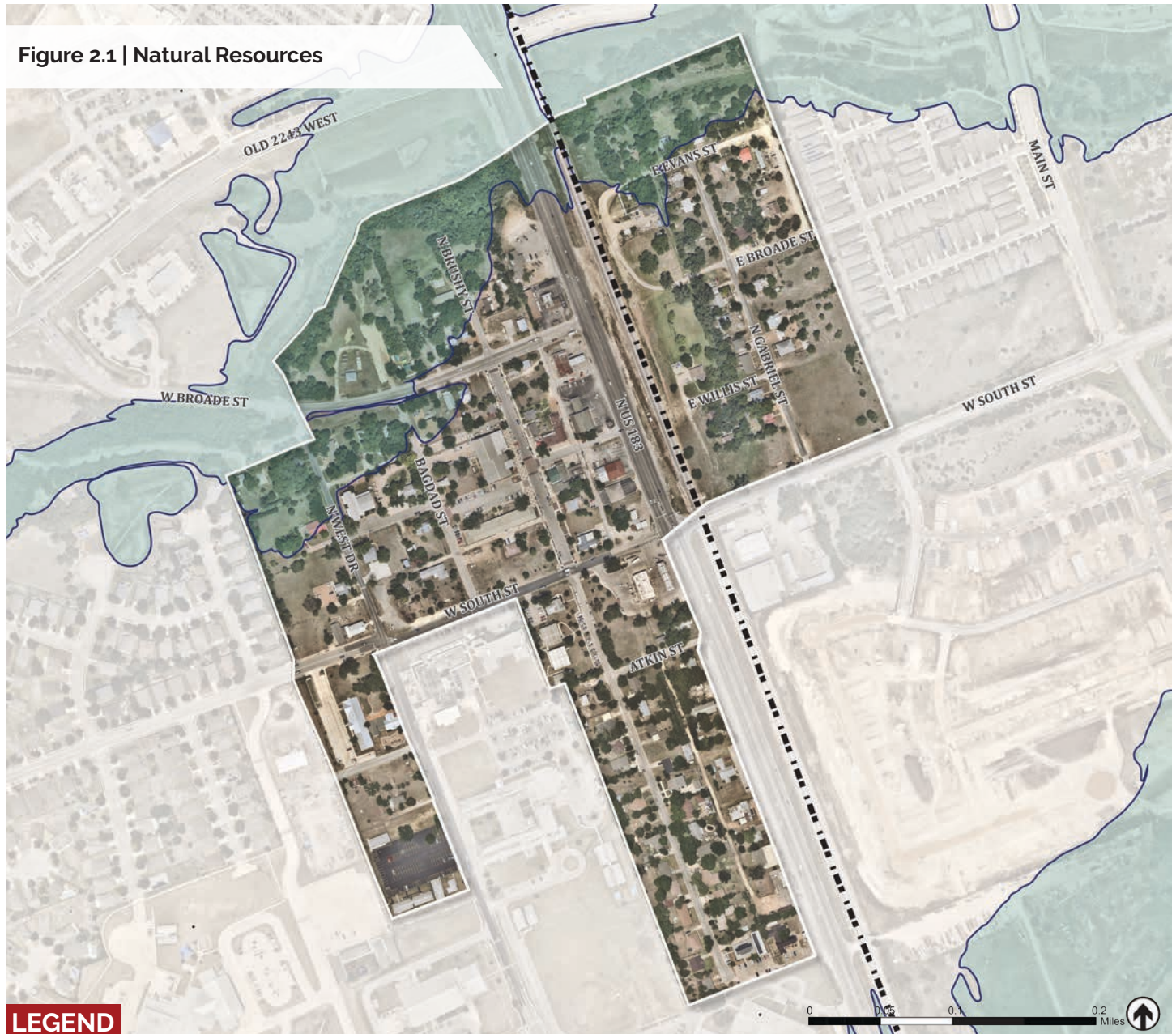
The demographic profile of Old Town is an important tool used in the planning process. Demographic characteristics such as age, gender, race, and income can help determine the needs for Old Town and supporting areas. The market analysis takes a closer look at needs and demands for Old Town through socioeconomic data and population characteristics.

Existing Conditions

Natural Resources

Leander prides itself on its natural landscape. Brushy Creek is a major feature in the City of Leander that enhances the City's unique character. While Old Town has more development, Brushy Creek cuts through the northwest side of Old Town, continuing the natural character of the city. Due to the location of the creek, the floodplain pictured in **Figure 2.1** is a prevalent natural feature on the north side of Old Town and will be a major consideration for future development.

Figure 2.1 | Natural Resources



LEGEND

- Old Town Boundary
- Parcels
- Floodplain
- Railroad
- Local Roads

Transportation Systems

The major road that provides the biggest influence on Old Town is US Highway 183. The highway connects Leander to the region, and many people utilize this thoroughfare to come into the city. While this roadway poses an opportunity to capture passing traffic into Old Town, it also creates a significant pedestrian barrier from the east to west side of Old Town. South Street is the major east to west connection in Old Town and the main collector road. As Leander and Old Town grow, more connections to alleviate traffic will need to be considered.

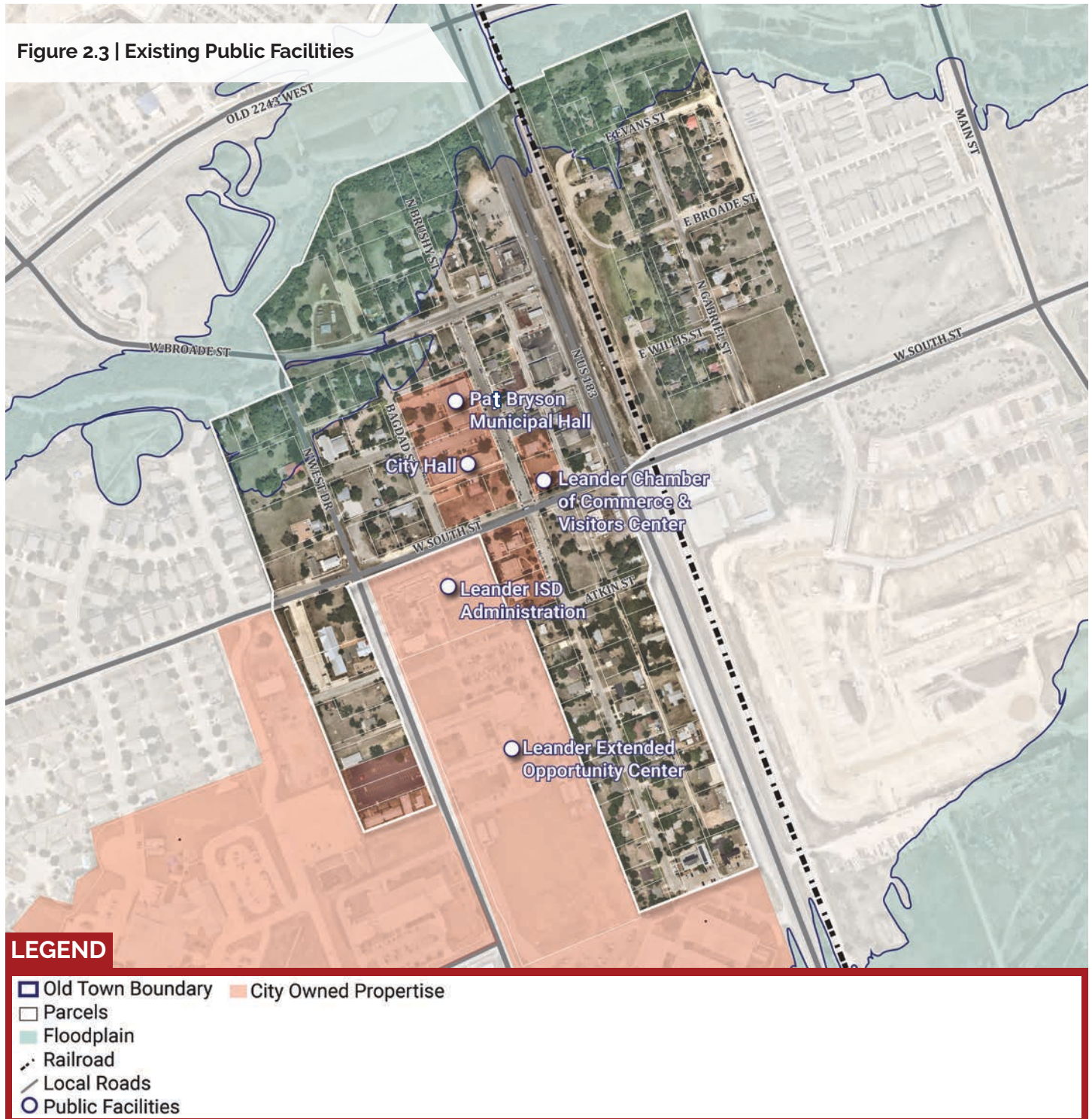
Figure 2.2 | Transportation Systems



Public Facilities

The Pat Bryson Municipal Hall, City Hall, Leander ISD Administration building, and Leander Chamber of Commerce & Visitors Center create a natural anchor for Old Town on Brushy Street. **Figure 2.3** displays City owned properties in and near the downtown area.

Figure 2.3 | Existing Public Facilities



Park, Trails and Open Space

As of today, there are no existing developed parks in Old Town. However, there are several parcels located near Brushy Street and South Street that are used as a public gathering space for events like the Old Town Street Festival. Much of the green space in Old Town is open spaces located in vacant lots and the large green space in the north near Brushy Creek. There are also no existing trails in Old Town that connect to the existing trail network in Leander. **Figure 2.4** also displays the existing sidewalk conditions of Old Town. As of today, there are many sidewalk gaps and intersection crossings that need to be improved. The width of most existing sidewalks is approximately 8 ft.

Figure 2.4 | Parks, Trails and Open Space



Old Town Demographic Profile

Growth and Population in the Leander

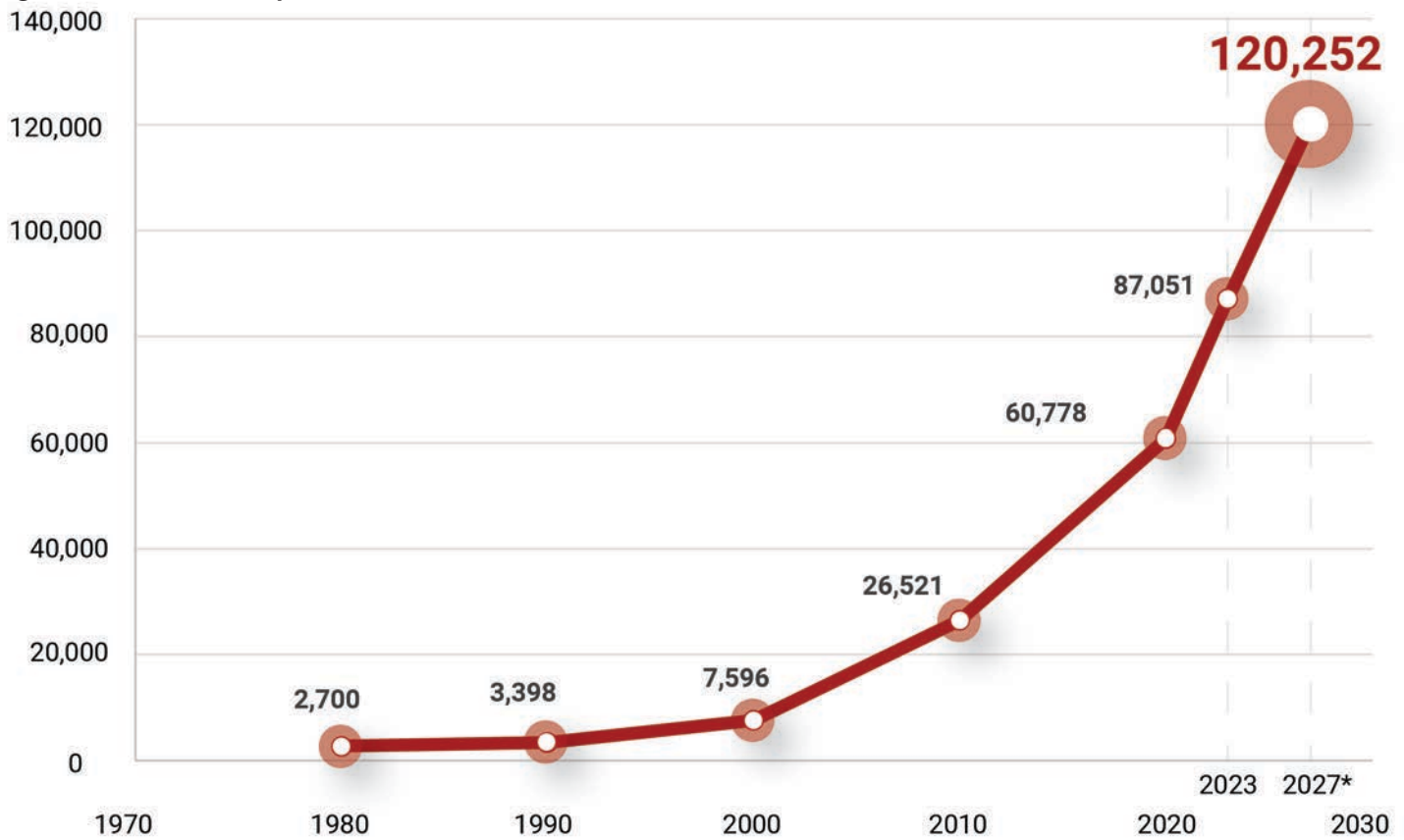
Similar to Williamson and Travis County, Leander experienced its biggest spike in population growth in 2010. From 2000 to 2010, the city saw over a 200 percent increase in population. The population grew from under about 8,000 people in 2000 to over 25,000 people in 2010. Leander began to see steady growth as road linkages and industry increased in the region. This tremendous growth caused Leander to be recognized as one of the fastest growing cities in Texas between 2018-2019. Today, the population of Leander is just over 80,000 people. This is about a 70 percent increase from the population in 2010. **Figure 2.5** shows historic and projected population growth in Leander.

Travis County is one of the fastest growing regions in the nation. Based on population projects, by 2027 the population of Leander should rise to over 120,000 people. This growth is based on population projections from Environmental Systems Research Institute (ESRI).



Old Town Street Festival

Figure 2.5 | Leander Population Growth



Source: Environmental Systems Research Institute (ESRI), 2022

*2027 Population was project using a historic growth rate

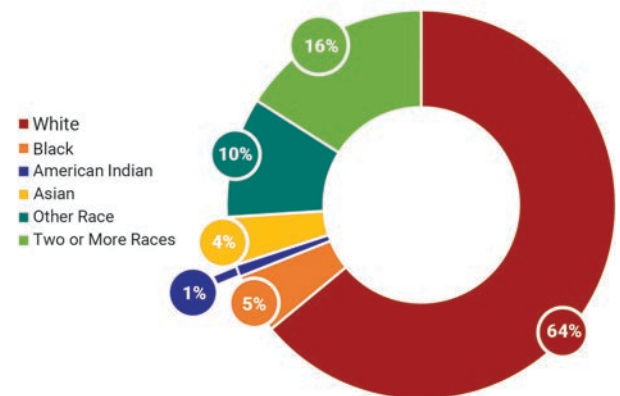
Figure 2.6 shows the Old Town Leander Market Area. As this region grows, there will be an increase in demand for diverse activities and other destinations. The increase in population will bring in new people and new ideas. This growth will impact future needs of the Old Town Study Area. **Figure 2.7** displays the racial makeup of the Old Town Market Area. As of 2020, most of the residents that live within the area are white (78 percent), followed by 16 percent of the residents being two or more races, 10 percent being another race and 5 percent being Black or African American. 33.3 percent of residents in the Market Area are of Hispanic origin. The Diversity Index provides a score between 0 to 100, the percentage represents the likelihood that two people chosen at random are from two different racial groups. The Market Area has a diversity Index of 73.3.

The median age of the people that live in the Old Town Market area is 32.3. This is younger than the median age of the City of Leander (34.7) by two years. 31 percent of the households in the Market Area have children under the age of 18 and the average household size is just under three. Special attention should be made to increase activities for families with young children, as well as younger adults (20s – 30s) with no children. When looking at the region, household sizes and homes with children are larger in the Market Area than in the Austin-Round-Rock Georgetown MSA. Household earnings in Old Town are higher than in the region. The median household income in Old Town Market Area is 90,903 dollars compared to the median household income for the region at 89,278 dollars. Below are more population facts about Old Town Leander Market Area.

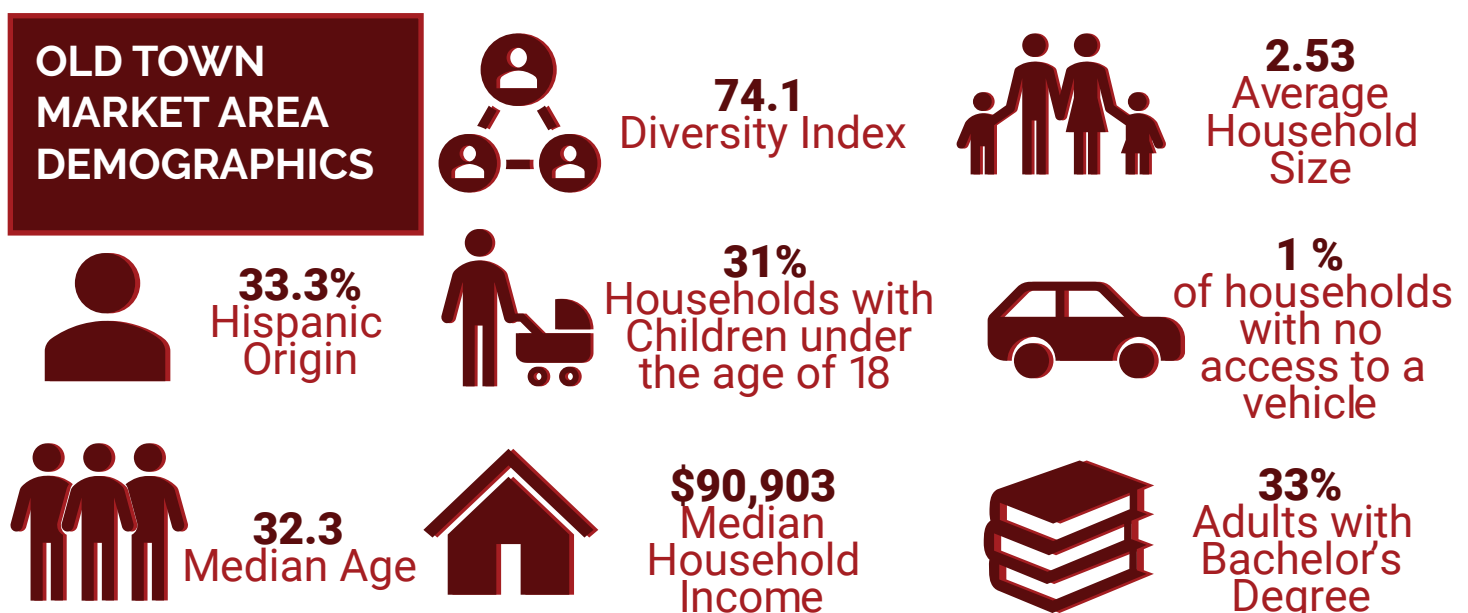
Figure 2.6 | Old Town Leander Market Area



Figure 2.7 | Percentage of Population by Race



Source: ESRI ACS Key Population & Household Facts (2016-2020)



Source: ESRI ACS Key Population & Household Facts (2016-2020)

Market Analysis

ESRI Tapestry Segments

ESRI (Environmental Science and Research Institute) is a demographic and mapping company that uses spatial data in a variety of ways. One example is the ESRI tapestry market segmentation. The tapestry market segmentation identifies markets in each community using geographic, socioeconomic, and demographic characteristics. This helps communities better understand their consumer market. The Old Town Market Area is made up of two tapestry segments: **Up and Coming Families** and **Urban Edge Families**.

ESRI Tapestry

Tapestry Segmentation classifies US neighborhoods into 67 unique segments, based on demographics and socioeconomic characteristics.



Up and Coming Families

67 percent of the Market Area is defined by “up and coming families”. This tapestry segment is made up of ambitious and hard-working individuals who are new families buying new houses in subdivisions. They are careful shoppers, aware of prices and willing to shop for the best deals around. They rely on the internet for entertainment, information, shopping, and banking.



Urban Edge Families

14.8 percent of the Market Area is made up of urban edge families. This tapestry segment is younger married couples with children and often extended family. They live in affordable single-family housing and their median household income is slightly below average. They have high labor force participation that includes long commute times. They spend based on necessity.

Up and Coming Families make up 67% of the tapestry segmentation for the Leander Old Town Market Area in 2021. It was the most prominent segmentation in the area. The second largest segmentation in the Old Town Market area is Urban Edge Families. **Urban Edge Families make up 14.8 percent** of the Old Town Market Area. Other tapestry segments that are within the Market Area are as follows:

- **Great Outdoors** represents **13.2 percent** of the Market Area. This segmentation prefers pastoral or ranch settings and are educated empty nesters living an active but modest lifestyle.
- **Workday Drive** represents **2.6 percent** of the Market Area. This segmentation is a family-oriented market with a country flavor. They are partial to new housing away from a bustle of the city but close enough to commute to a job center.
- **Home Improvement** represents **2.4 percent** of the Market Area. This segmentation is comprised of married-couple families in suburban household that eat out regularly and spend a lot of time on the go.

Employment in Old Town

Currently there are over 200 businesses in the Old Town Leander Market Area. These businesses generate over 4,500 jobs for the area. Currently, primary businesses in Old Town Leander consist of retail and restaurants. 15.7 percent of consumers in the Market Area spend their money on accommodation and food services which represents the largest sector of consumer spending. **Figure 2.8** displays the share of employers by industry in the Old Town Leander Market Area. The top employers for the Market Area are other industries (30 percent), Construction (16 percent), and retail trade (12 percent).

Commute Trends

Only 1 percent of households in the Old Town Leander Market Area do not have access to a vehicle. This community is heavily reliant on their vehicles for everyday activities. **Figure 2.9** displays the commuter trends for the Market Area. There is a strong in-commuting presence. Most of the residents that live around the Market Area are driving into the study area for their employment. However, residents who live inside the Old Town Leander Market Area are leaving to go work elsewhere. This could indicate a mismatch in housing and job opportunities in Old Town.

Figure 2.8 | Share of Old Town Leander Market Area Jobs By Industry, 2021

Industry	Percentage of Jobs in the Old Town Leander Market Area
Construction	16%
Retail / Trade	12%
Manufacturing	11%
Healthcare & Social Assistance	9%
Accommodation & Food Services	8%
Administration & support & Waste Management Services	8%
Educational Services	6%
Other Industries	30%

Source: ESRI ACS Key Population & Household Facts (2016-2020)

Figure 2.9 | Commuting Trends



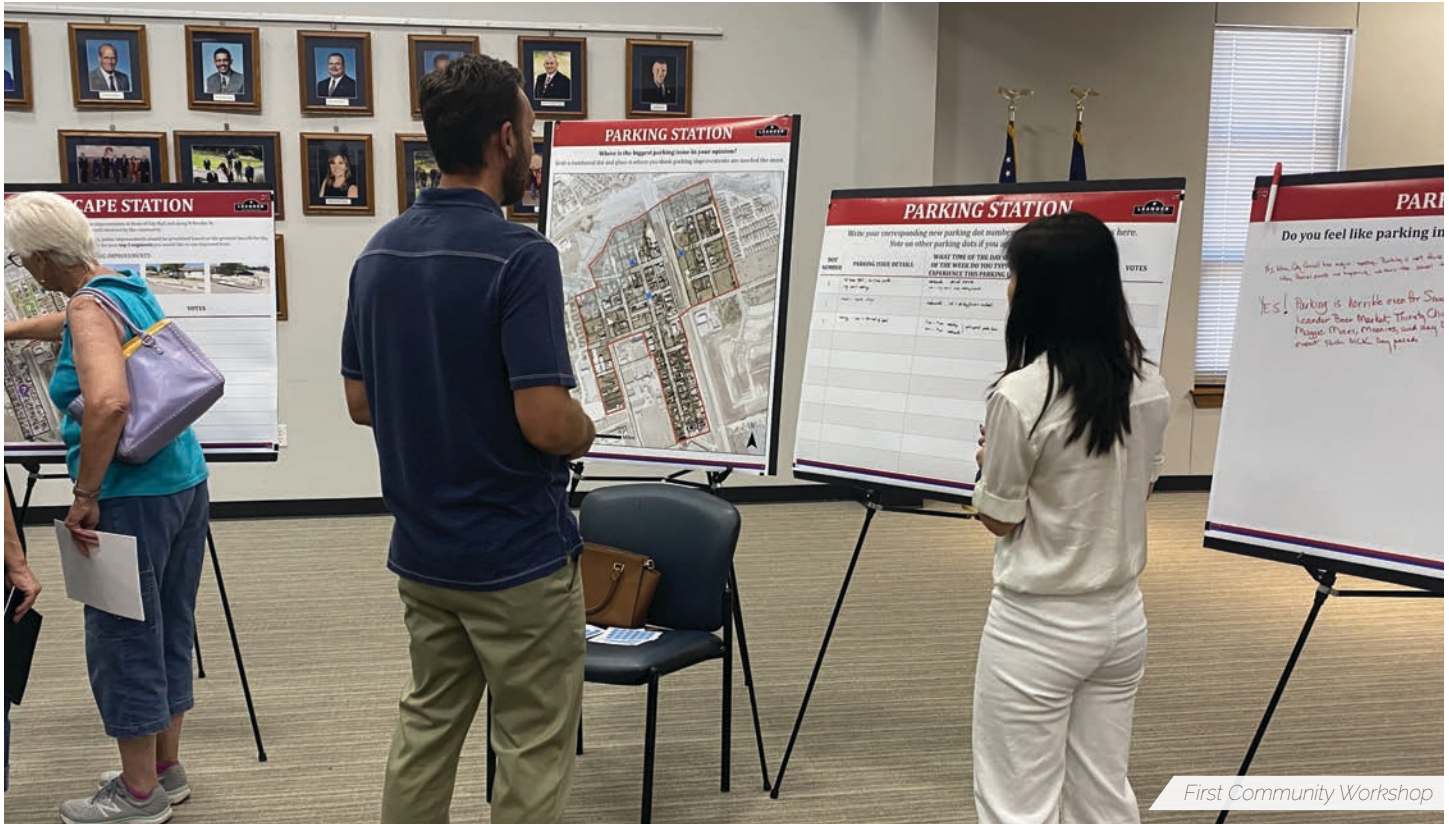


Chapter 3 | 2050 Vision for Old Town

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2050 Vision for Old Town

Public Engagement Process

One of the most important elements of the planning process is public engagement. The future vision of the Old Town Master Plan should be based on the community's desires. This chapter outlines the input heard from various engagement efforts during the lifespan of the project. Engagement efforts included meetings with an advisory committee, public community workshops, online surveys, online interactive mapping, and meetings with elected and appointed officials.

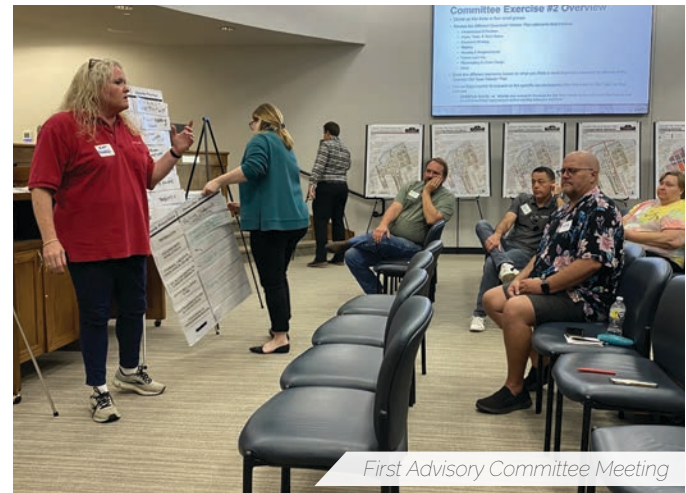
Figure 3.1 displays the timeline of all engagement efforts for the Old Town Master Plan.

Figure 3.1 | Timeline of Engagement



Old Town Advisory Committee (OTAC)

The Old Town Advisory Committee (OTAC) is a group of individuals that represent various interests in Old Town. Two meetings were held with this group. The feedback gained during these meetings reflect a range of interests not only for Old Town, but for the entire City. The role of the Old Town Advisory Committee was to build consensus on future recommendations that balances concerns and interests, share personal perspectives as it pertains to Old Town, and serve as ambassadors for the plan. To view all of the Old Town Advisory Committee engagement recap documents and meeting material, please view **Appendix B: Old Town Advisory Committee Meetings**.



First Advisory Committee Meeting

Community Workshops

Two Community Workshops were organized to garner feedback from the community. The first meeting was held August of 2022 and collected input for the future vision of Old Town Leander. Some of the topics discussed included strengths of Old Town, weaknesses, opportunities, threats, streetscape enhancements, placemaking attributes, trails, and parking. The second meeting was held in October 2022. Between the first and second workshop, all the feedback heard from the community was compiled and a draft Framework Plan was created. In this meeting the community was asked to review the Framework Plan for Old Town as well as review the vision statement, guiding principles and parking strategies. To view all the Community Workshop engagement recap documents and meeting material, please view **Appendix C: Community Workshops**.



Second Community Workshop

Online Engagement

To expand the outreach for the Old Town Master Plan, several online engagement opportunities were made available to increase input throughout the duration of the planning process.

- The **project website** was created to be a landing page for all information about the Old Town Master Plan. The website was used to advertise upcoming meetings, provide the schedule for the project, host surveys and interactive maps, and to share documents and presentations from various meetings.
- An **Old Town Leander Survey** was available to the public from June 2022 to October 2022. This survey allowed respondents to leave feedback on the strengths, weaknesses, opportunities and threats for Old Town Leander and what mobility and streetscape improvements residents would like to see. To review the recap document for the Old Town Survey, please see **Appendix D: Old Town Leander Online Survey Report**.
- The **Downtown Implementation Survey** asked respondents specific questions about Old Town Leander and what specific downtown improvements residents would like to see in the future.
- An **interactive map** was developed to allow residents to give locations specific input on needed improvements and opportunities for the Old Town.

Engagement Key Takeaways

The following graphics display responses collected from the Old Town Community Survey, Old Town Street Festival and Public Community Workshops. The word clouds below describe, in visual form, one word responses that were obtained when asking questions regarding strengths, weaknesses, opportunities, and threats. The larger the word the more that word was repeated in the community survey.

What are the strengths of Old Town Leander?



Source: Old Town Community Survey

What are some of the Weaknesses of Old Town Leander?



Source: Old Town Community Survey

What are the opportunities of Old Town Leander?



Source: Old Town Community Survey

What are some of the threats of Old Town Leander?



Source: Old Town Community Survey

What are the top priorities for the Old Town Master Plan?



Infrastructure - Water
and Sanitary Sewer



Mobility / Connectivity /
Traffic



Future Land Use



Public Facilities (i.e.,
Library or Recreation
Center)



Infrastructure - Roadways

Source: Old Town Community Survey

Public Desired Future Character and Design of Old Town



Two Stories



Small Town Main Street



Restaurants and Dining



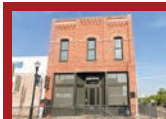
Parks, Recreation, and
Open Space



Eclectic



Office Space



Live/Work

Source: Old Town Street Festival and Second Community Workshop

Below are some of the key takeaways collected during the planning process:

- **Destination.** The community expressed their desire for Old Town Leander to be a place to drive to, not pass through. Overall, the community enjoys the existing shops and restaurants in Old Town, however they would like to see more offerings that enhance the character of the Old Town area. This can be achieved through programming Old Town so that it is a destination where people will want to stay for a long duration, not just to visit one place and leave. The community expressed interest in family attractions like parks and splash pads. Also increasing branding through signage and wayfinding can help create a stronger sense of place.
- **Events.** The farmers market and holiday events are amongst the strengths of Old Town. Current city events and festivals do a great job of bringing people together, and respondents indicated they thoroughly enjoy attending these events. The community expressed an opportunity for more programming in the Old Town Core to help increase foot traffic.
- **Mobility and connections.** Old Town is positioned well to nearby destinations; however, the lack of current infrastructure to reach these destinations creates a major mobility barrier for the community. Increasing trail connections and making targeted connections to areas such as the CapMetro rail line, H-E-B, the nearby schools, and the Northline development can help increase connectivity in Old Town and bring in additional pedestrian activity.
- **Losing the small town feel and historic value.** What makes Old Town Leander unique is the historic values and small-town feel. Increased interest and development in Old Town could begin to change the character. As Leander grows and influences the development of Old Town, a balance between the historic preservation of existing buildings and new development is needed. Many respondents did not want to see large chain stores in Old Town and felt as though it would not match the current identity.



Second Advisory Committee Meeting

Community Vision and Guiding Principles

Visioning was a vital part of the engagement process. During each engagement opportunity, attendees were asked how they would like to see Old Town in the future to gather reoccurring themes. Earlier in this chapter, the feedback from the community resulted in a vision framework for Old Town Leander. Those insights helped shape the vision statement and guiding principles for The Old Town Master Plan.

VISION STATEMENT

Old Town Leander is anchored by its rail town heritage and neighborhood connections. In 2050, Old Town will continue to celebrate its unique cultural history and provide a highly desirable pedestrian-friendly environment interwoven with trails and open spaces, support local businesses and restaurants, and draw people from the region as a destination of civic activity and old-world charm.

GUIDING PRINCIPLES

Pedestrian Connectivity

- Enhance pedestrian accessibility, connectivity, and experience throughout Old Town to ensure a more walkable environment in the district.

Open Space

- Utilize floodplain areas as an amenity to connect across the district and as an anchor to attract visitors.
- Incorporate a diverse typology of parks throughout Old Town to provide access to areas that encourage and facilitate civic activity.

Economic Development

- Invest in and attract a more diverse range of businesses and restaurants to Old Town to establish anchors that bring enhanced activity to the area.
- Establish programs that improve quality of life in Old Town including farmers market, public events, etc.
- Encourage more local choices for entertainment, dining, and public social spaces.
- Establish specific land use and infrastructure policies that support Downtown Revitalization.

Parking

- Establish a plan that accommodates a wide array of parking types in Old Town without compromising the scale and quality of the area's enhanced streetscape and historic urban fabric.

Civic Strategy

- Reinforce and ensure the continued presence of the City's public facilities as a primary anchor of the Old Town district to ensure continued vibrant daytime activity and to promote an active civic life.

Placemaking and Identity

- Reinforce Old Town's heritage as an old rail town and enhance this element as a major theme that ties all areas together and attracts visitors to the area.
- Incorporate gateways, entrance markers, and landscape elements into Old Town at key entry locations to create a sense of arrival and place.
- Preserve and support historical structures and landmarks.

Mobility

- Focus roadway improvements and enhancements on better connectivity, moving away from a vehicular mindset to that of a multimodal network that facilitates a walkable urban environment.
- Provide citizens with a range of flexible, practical, and appropriate mobility choices to their destinations using all modes of travel (car, bike, walk, transit, and others).

Housing

- Promote quality residential and non-residential development that meets the needs of the growing community and provides a diverse economic base.
- Promote appropriate location, design, and connectivity of new neighborhoods, encouraging developments to tie into the existing community.

Chapter 4 | Old Town Framework

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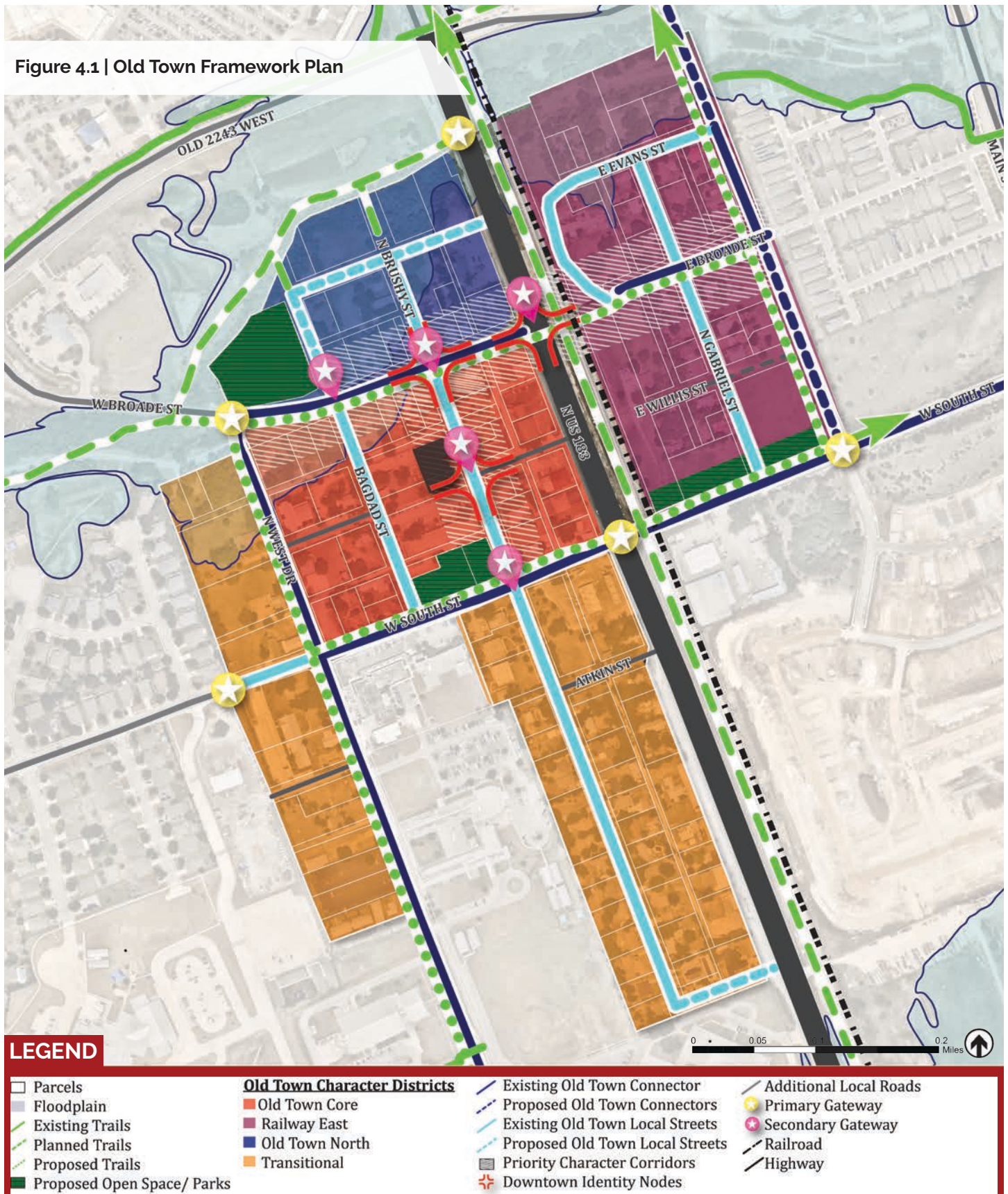
Old Town Framework

Old Town Framework Plan

Through the review of existing conditions, public input, current and planned infrastructure improvement projects, and the existing character of Old Town, an Old Town Framework Plan was created to guide future development and public realm improvement projects. The Old Town Framework Plan establishes the necessary policy direction for the city to utilize when making future infrastructure and capital investment decisions in the Old Town area. **Figure 4.1** on page 37 displays the Old Town Framework Plan.

The Framework Plan includes four-character districts: Old Town Core, Railway East, Old Town North, and the Transitional district. The Old Town Core area is the heart of Old Town and is home to some of the area's most popular restaurants, as well as the Leander City Hall. The Old Town North district currently has limited existing development due to the area's proximity to floodplain and creek areas. The Railway East district is located east of US 183 and consists of several homes and a few businesses. The west portion of the Transitional district acts as a border to Old Town, and includes several civic uses, including churches and school buildings. The second Transitional district encompasses the homes and businesses located along S Brushy Street and US 183. Specific visions and action items were constructed for each of the four districts and are described in **Chapter 5: Character Districts**.

Figure 4.1 | Old Town Framework Plan



In addition to the character districts, additional strategies are provided for Old Town in the Framework Plan. Existing and future streets are categorized into primary or secondary street types, priority character corridors and downtown identity nodes are identified with additional primary and secondary gateways. Below describes each of the Framework Plan's elements and are further discussed in the following section.

Old Town Connectors: Old Town Connectors are intended to carry the most vehicle traffic to and through Old Town. However, since this is still a downtown area, a context sensitive cross section was created for this street type. Additional guidance for Old Town Connectors is provided in the Connectivity and Mobility section of this report.

Old Town Local Streets: Old Town Local streets are intended to carry heavy pedestrian traffic within Old Town. These streets should obtain Old Town-branded streetscape and landscaping elements to match the recent streetscape updates made along Brushy Street. Additional guidance for Old Town Local Streets is provided in the Connectivity and Mobility section of this report.

Priority Character Corridors: The identified Priority Character Corridors, which includes Broade Street and a portion of Brushy Street between Broade Street and South Street, are intended to be Old Town's 'main street' corridors. These priority character corridors should have Old Town's main anchors, including recognizable shops, restaurants, gathering spaces, and civic uses. These corridors will act as the heart of Old Town and should draw in local and regional traffic to these destinations. Additional guidance for the Primary Character Corridors is given in the Placemaking and Urban Design as well as the Connectivity and Mobility sections of this report.

Downtown Identity Nodes: Four Downtown Identity Nodes are identified for Old Town, including the intersections of Broade Street and Brushy Street, Brushy Street and Willis Street, and Broade Street and US 183. These nodes will utilize enhanced and placemaking and urban design techniques to create a special sense of place unique to Old Town. Additional guidance for Downtown Identity Nodes is given in the Placemaking and Urban Design section of this chapter.

Primary Gateways: Five primary gateways are identified in the Framework Plan along the borders of the Old Town boundary. These Primary Gateways will welcome those who pass through this location to the Old Town district. Gateway signage can be constructed in the form of large, overhead signage or landscaped and lit signage on either side of the streets. Primary Gateways should act as a branding and wayfinding tool to showcase and enhance Old Town's existing unique and historic brand. Additional guidance for Primary Gateways is given in the District Identification, Branding, Arts, Culture, and Wayfinding section of this chapter.

Secondary Gateways: The Framework Plan identifies five Secondary Gateways along Brushy Street and Broade Street. These Secondary Gateways should provide wayfinding signage to direct visitors to nearby destinations and parking locations. Secondary Gateways also provide an opportunity to create wayfinding signage with Old Town's unique brand that can enhance the district's overall character and charm. Additional guidance for Secondary Gateways is given in the District Identification, Branding, Arts, Culture, and Wayfinding section of this chapter.



Overarching Themes

Several overarching themes were identified for Old Town Leander as a whole. While specific action items are created for the four-character districts, additional overarching policy recommendations and action items were also developed to provide comprehensive direction for Old Town. The following sections detail out each overarching theme and provide specific policy recommendations and action items the City of Leander can implement to realize the Framework Plan's visions and goals. The overarching themes identified for Old Town include:



Connectivity & Mobility



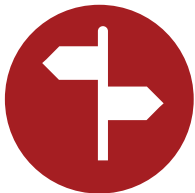
Economic Growth, Health, and Competitive Positioning



Trails & Open Space



Placemaking and Urban Design



District Identification, Branding, Arts, Culture, and Wayfinding



Parking



Pat Bryson Municipal Hall



Connectivity and Mobility

Sufficient connectivity and mobility throughout the Old Town district is vital for the long-term health and vitality of the area. Old Town should have an efficient street network that can accommodate significant vehicle and pedestrian traffic and should easily connect Old Town to the rest of the City of Leander and the region. The street network should allow for enhanced pedestrian activity within Old Town. Although internal Old Town mobility is important, connections to surrounding destinations, including H-E-B, the Northline Development, Leander Elementary School, and Christine Camacho Elementary School, should also be considered and carefully planned for. Additionally, strategies should be considered to overcome significant pedestrian mobility and connectivity barriers, including US 183. **Figure 4.3** displays Old Town Boundary and Influence areas on page 41.

Existing and future streets in Old Town were classified into two main categories: Old Town Connectors and Old Town Local Streets. Depending on their location and available right-of-way, Old Town Connectors have three different street sections. Additionally, US 183 has its own unique highway designation. Context-sensitive cross sections were developed for the three types and are described for US Highway 183, Old Town Connectors, and Old Town Local Streets.

The recent streetscape updates made along Brushy Street should be extended to other streets in Old Town. Through the public engagement process and coordination with the project's advisory committee and City staff, street segments were ranked by order of importance for continued streetscape enhancements. It is recommended

that as funding becomes available, street and streetscape redesign projects on the City's existing roadway network utilize this prioritization ranking to realize the streetscape framework's vision as shown in **Figure 4.2**.

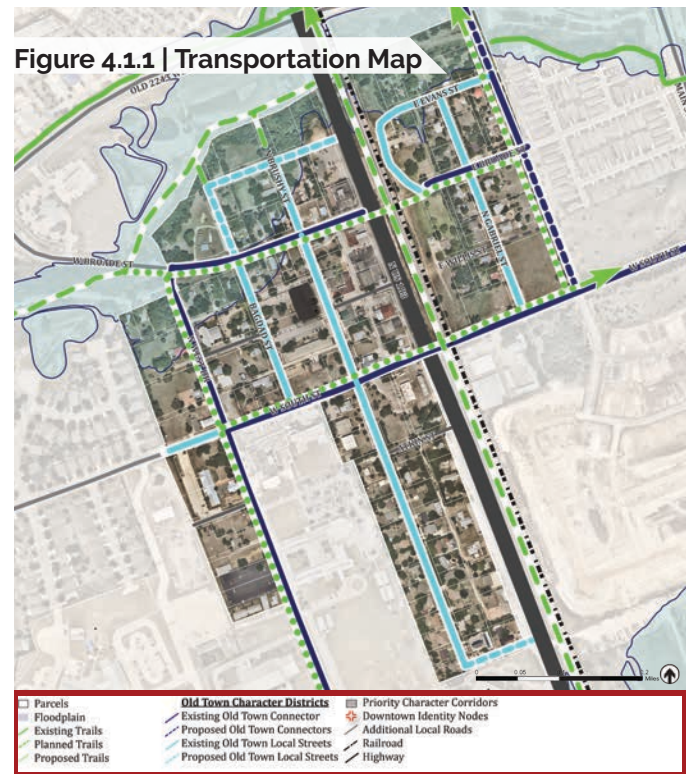


Figure 4.2 | Existing Street Segment Rankings

Street Segment	Limits	Rank
East Street	From Hero Way to South Street to	1
South St	From western Old Town border to US 183	2
Broade St	From western Old Town border to US 183	3
Gabriel St	From South Street to existing terminus (includes Evans Street/Broade Street loop)	4
Bagdad St	From Broade Street to South Street	5
Willis St	From N West Drive to US 183	6
N West Drive	From Broade Street to South Street	7



US Highway 183

US 183 is a regional thoroughfare that connects Austin to Oklahoma. The street's right-of-way (ROW) is 200' and includes a Capital Metro rail line facility that terminates at the Leander stop just north of Old Town, which will be home to the new Northline mixed-use development. To improve vehicle and pedestrian safety, it is recommended that 20' medians be installed along the corridor to replace the existing two-way left turn lane. These medians will provide a unique landscaping and branding opportunity for Old Town as well as ensure refuge for a more pedestrian friendly crossing. Additionally, a twelve-foot shared use path is recommended to be constructed along the railroad's ROW. A ten-foot sidewalk is also recommended on the west side of US 183 with a ten-foot landscaped buffer. Coordination with TxDOT and CapMetro is needed to realize this vision.

To the north of the Old Town boundary, as US 183 nears the intersection of Hero Way/Old 2243 W, the available ROW becomes limited as the thoroughfare crosses a bridge over the creek. This will change the future cross section of US 183 as it nears this bridge, just north of Evans Street. The 12' trail will be narrowed as a 10' trail and be located adjacent to the travel lanes. Because of this, additional safety measures should be incorporated into this cross section, such as a fence to separate pedestrian and vehicular traffic. Coordination with TxDOT should carefully review this road segment to safely accommodate pedestrians and cyclists. The ideal width for this trail is 12', so the City and TxDOT should explore additional solutions to accommodate this width. However, a 10' trail can be constructed in the existing ROW.

Figure 4.4 depicts the conceptual street reconfiguration below. US 183 poses a significant pedestrian connectivity barrier between east and west Old Town. Coordination with TxDOT and CapMetro is needed to overcome this barrier. One of the recommended solutions to this issue is to connect East and West Broade Street over the railroad via a pedestrian bridge. This is a long-term recommendation, and significant new development and activity will be

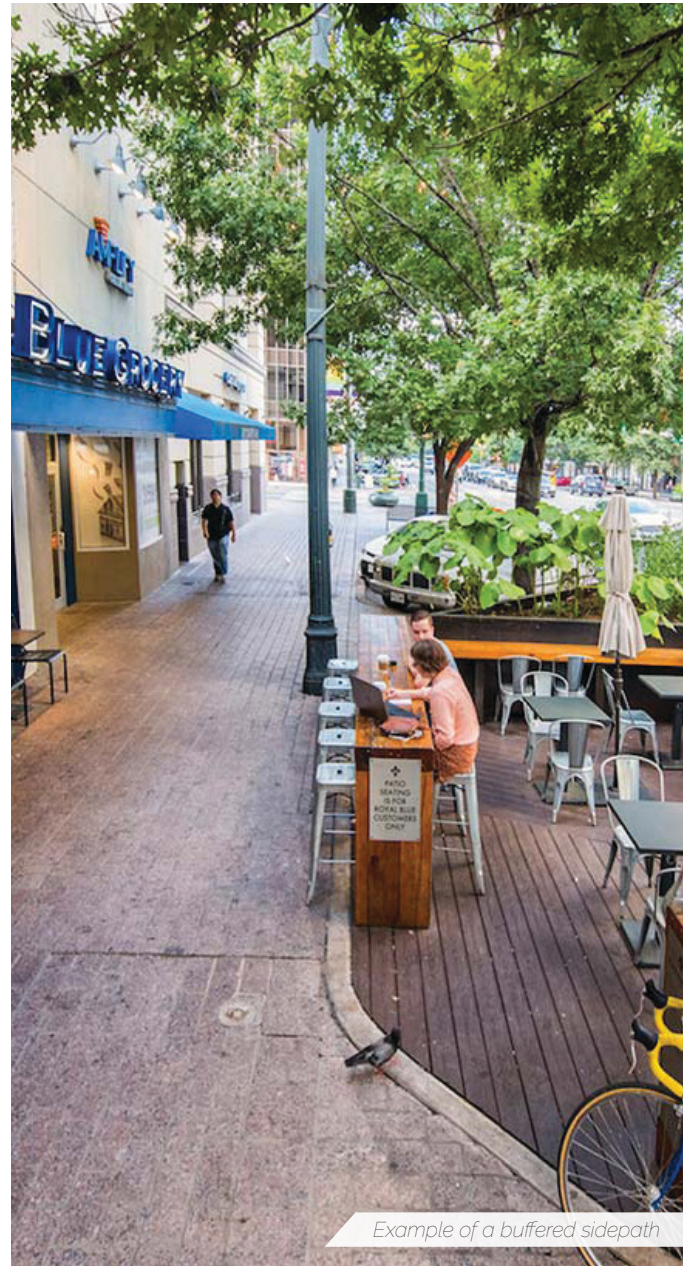


Figure 4.4 | US Highway 183 Future Street Reconfiguration (Facing South)



needed in the Railway East character area to support this type of capital infrastructure improvement. **Figure 4.5** displays a conceptual rendering of this pedestrian bridge. The bridge would be constructed over the CapMetro rail line and would resume pedestrian activity at the street level across US 183. A new signal would need to be installed at the intersection of Broade Street and US 183 to control pedestrian traffic. It is recommended that the City of Leander have conversations about this pedestrian

bridge with CapMetro and TxDOT very early in the planning process to ensure all necessary requirements and legal obligations are met.



Figure 4.5 | US Highway 183 Future Street Reconfiguration (Facing South)



Old Town Connectors

Old Town Connectors are intended to carry the most vehicle traffic to and through Old Town. However, since this is still a downtown area, a context sensitive cross section was created for this street type and is shown below. Old Town Connectors ideally have a ROW of 80' to accommodate the optimal mix of facilities for multi-modal travel and parking. When roadway projects are pursued along these corridors, it is important to obtain sufficient ROW to accommodate the 80' section.

80' ROW Section: The parkway for 80' Old Town Connectors will contain twelve-foot sidewalk facilities on both sides of the street, having a minimum seven-foot clear path and five-foot amenity area for tree wells and furniture (street lights, benches, trash receptacles, etc.). Angled parking is also recommended to be constructed to provide additional parking supply to nearby destinations.

The driving lanes will be narrowed to ten feet. **Figure 4.6** depicts the future street reconfiguration where 80' right-of-way exists. This form of street configuration is recommended for Broade Street.

70' ROW Section: There are two roadway sections depicted in figure **Figure 4.7** for the 70' ROW that are proposed. Both sections work within the allotted ROW and have the same pavement sections, but are detailed differently to either accommodate parking mid-block or turning movements at the intersections. The parkway for 70' Old Town Connectors will contain twelve-foot sidewalk facilities on both sides of the street, having a minimum seven-foot clear path and five-foot amenity area for tree wells and furniture (street lights, benches, trash receptacles, etc.). Application of these street forms are recommended for West Street, South Street, and East Street in Leander.

Figure 4.6 | Old Town Connector Future Street Reconfiguration - 80' ROW

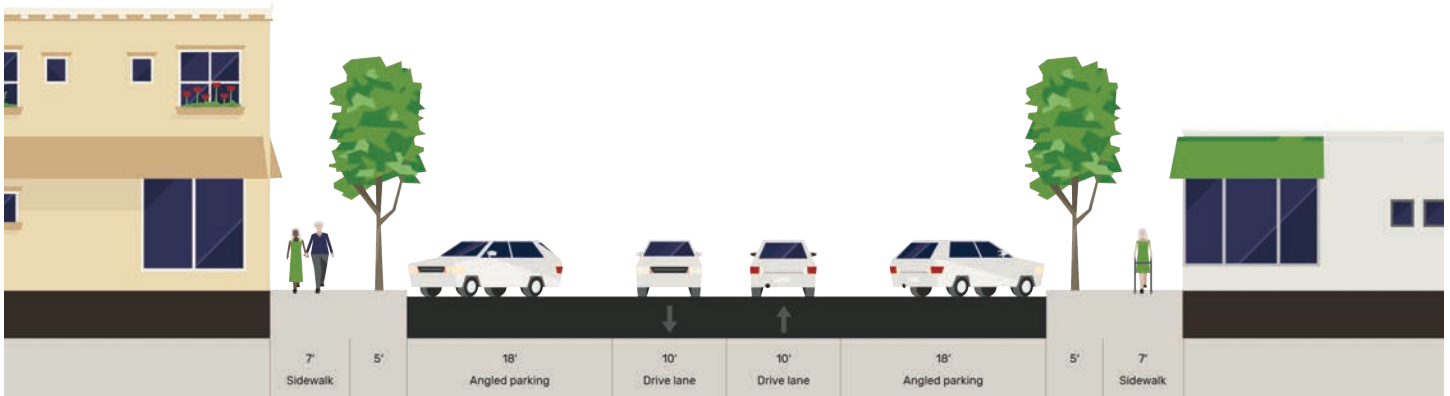
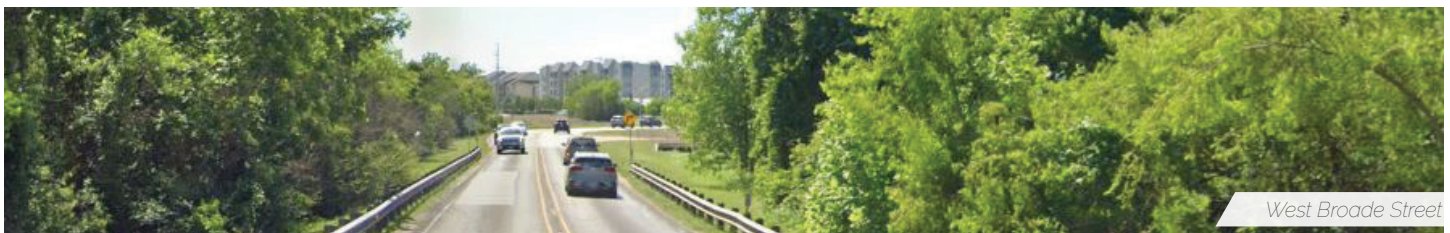
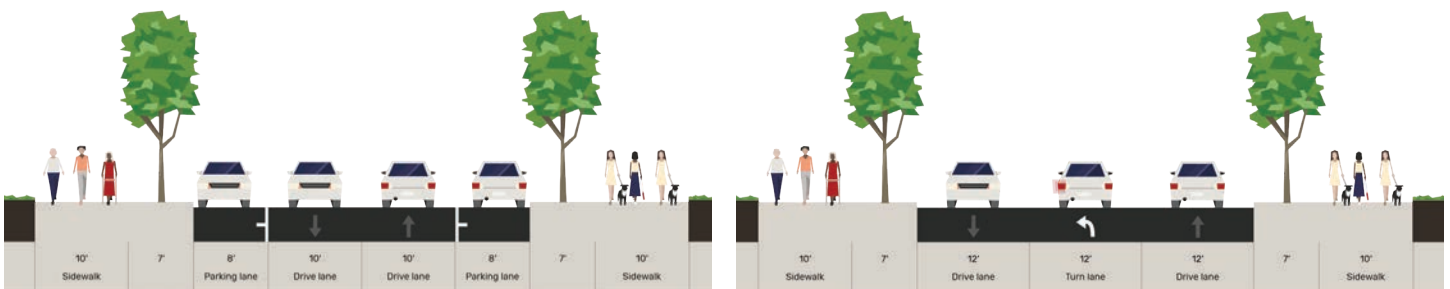


Figure 4.7 | Old Town Connector Street and Intersections Future Reconfiguration - 70' ROW



West Broade Street

Old Town Local Streets

Old Town Local streets are intended to carry heavy pedestrian traffic within Old Town. These streets should obtain Old Town-branded streetscape and landscaping elements to match the recent streetscape updates made along Brushy Street. Old Town Local Streets should obtain 60' of ROW. Wide, seven-foot sidewalks should be present on either side of the street with a five-foot landscaped buffer. Parallel parking should be striped on either side of the street, surrounding two, ten-foot travel lanes.

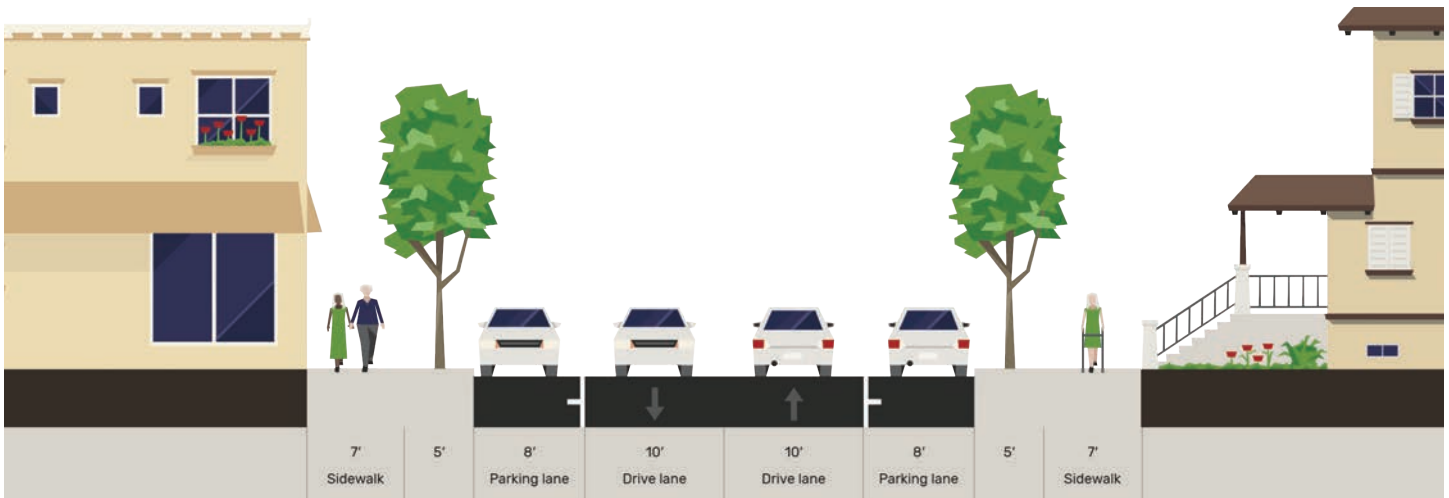
Currently, N West Drive only contains a 50' ROW, so it is recommended that the City work with existing property owners to acquire the extra ten feet of ROW. City ROW already exists for all proposed Old Town Local Streets, including the extension of Evans Street (on the west side of Old Town), the extension of Bagdad Street, and the construction of the planned East Street on the eastern border of Old Town.

Cross sections for Old Town Local Streets should remain flexible in nature. The most important aspect of this cross section is to obtain a total ROW of 60'. Specific parkway and on-street parking design and widths can change on a case-by-case basis. However, sidewalks should be no less than 7' on Old Town Local Streets. **Figure 4.8** depicts the future street reconfiguration.



Parking Along Brushy Street

Figure 4.8 | Old Town Local Street Future Street Reconfiguration - 60' ROW



To ensure these visions are come to fruition in the target year of 2050, coordination with local and regional partners is necessary, including TxDOT, CapMetro, and Old Town property owners. The vision outlined for Connectivity and Mobility in Old Town creates a walkable, multimodal transportation network and support's the plan's mobility guiding principles, which are as described below. Additionally, specific action items are outlined in the next section to assist the City of Leander with a guidebook for implementation of these mobility goals.

- Focus roadway improvements and enhancements on better connectivity, moving away from a vehicular mindset to that of a multimodal network that facilitates a walkable urban environment.
- Provide Residents with a range of flexible, practical, and appropriate mobility choices to their destinations using all modes of travel (car, bike, walk, transit, and others).



Example of a Crosswalk

Connectivity and Mobility Action Items

- **1.1:** Update the SmartCode and the Leander Thoroughfare Plan to incorporate the Old Town Connector and Old Town Local street type typical cross sections. Allow for a case-by-case assessment to be conducted on the on-street parking treatments for each roadway improvement project to implement the best on-street parking solutions for the road segment.
- **1.2:** Initiate coordination efforts with TxDOT and CapMetro to discuss the proposed US 183/Broade Street pedestrian bridge.
- **1.3:** Conduct a feasibility study for the US 183/Broade Street pedestrian bridge to determine specific alignment and design. Ensure the Old Town brand is incorporated into bridge design.
- **1.4:** Discuss a public transportation program with City Council, local business owners, and key stakeholders to determine specific timeline for implementation and route maps, including the flexibility for on the Trolley program as an option. As development in the Railway East district and Northline continues, monitor pedestrian activity to determine a start date for the program.
- **1.5:** Initiate conversations with adjacent property owners where ROW expansion is needed.
- **1.6:** Obtain additional ROW for several streets in Old Town to prepare for streetscape/parking enhancements:
 - Obtain 10' of additional ROW on N W Drive from Broade Street to South Street (for cross section expansion and trail design).
 - Obtain 20' of additional ROW on South Street from the western Old Town Limit to US 183.
- **1.7:** Initiate conversations with TxDOT to install medians along US 183, specifically the entire frontage along Old Town, between Old 2243/Hero Way and South Street, but further exploration of median construction along the US 183 corridor in Leander can be discussed.
- **1.8:** Create an Old Town pedestrian activity monitoring program to periodically count pedestrian activity during weekends and peak event/festival times. Utilize the data to periodically update the Leander City Council and other municipal boards to provide transparency on Old Town pedestrian growth and activity.
- **1.9:** Incorporate key roadway redesign projects identified in this chapter into the Leander Capital Improvements Program or bond programs. Utilize the prioritized list to phase improvements where the community wants to see them most.



Trails, Parks, and Open Space

Trails

A connected network of trails and open space in Old Town is a heavily desired amenity heard consistently throughout the public engagement process. In 2019, the City of Leander adopted the Parks, Public Spaces, and Recreation Comprehensive Plan. This plan identifies alignments for existing and future trail projects. The recommendations from this plan are shown below. Several trails throughout Old Town have already been planned for and have been incorporated into the Old Town Master Plan effort. Through the community input process, several additional trails were identified and included in the Framework Plan.

The Framework Plan (Figure 4.1) categorizes future trails into two categories – planned trails and proposed trails. Identified planned trails were incorporated from the Parks, Public Spaces, and Recreation Comprehensive Plan. Proposed trails consist of additional trails that were identified through this planning process.

Four new proposed trails are recommended for Old Town, including a connection along N West Drive, which will connect the floodplain trails to the north down to the Leander school facilities to the south. Three trail facilities are recommended to be constructed along Old Town Connectors via the 10' shared use paths identified in the cross sections (see the Connectivity and Mobility section of this report for cross sections), and includes Broade Street, South Street, and the proposed East Street. These shared use paths will be constructed on one side of the street which will continue the enhanced sidewalk and trail network throughout Old Town. The proposed trails are displayed to the right in **Figure 4.9**.

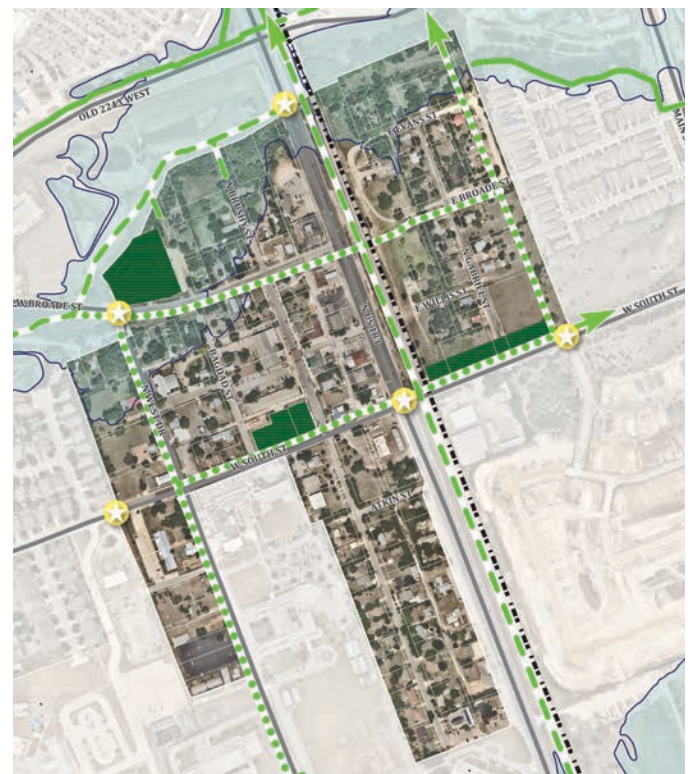
Planned trails are recommended through the floodplain area just north of the Old Town boundary and are also recommended along US 183. All planned trail identified in previous planning efforts are incorporated into the Framework Plan. The trail network along the floodplain just north of the Old Town boundary should contain trail and trailhead connections to new and existing destinations in the Old Town North character district that include sufficient wayfinding signage. Additionally, the City should generally follow Primary and Secondary Gateway locations that cross planned and proposed trails as indicators for trailhead locations.

Specifically, priority trailheads should be constructed at the following intersections:

- Floodplain trail (north of the Old Town boundary) and US 183
- Broade Street and N West Drive
- Broade Street and US 183
- South Street and US 183
- East Street and South Street

Trails in the Old Town boundary should follow existing City of Leander and Old Town-specific branding guidelines and should include the stamped brick paving and natural landscaping elements included in the recent streetscape improvements along Brushy Street. Trails should be constructed up to ADA standards and should have adequate curb ramps and crosswalk facilities at all intersection locations.

Figure 4.9 | Existing and Proposed Parks and Trails



Parks and Open Space

Three potential future parks are identified for Old Town. The future park identified directly south of City Hall is currently under development, and a conceptual rendering is displaced in **Figure 4.10** below. Two new parks were identified in the Framework Plan – one in the northwest area of the Old Town North character area, and one in the southeast, in the Railway East character district.

The park located in the Old Town Core character district, named “Old Town Park,” is currently in the planning stages of development. The park will feature a water tower play structure with a rain curtain, outdoor seating, a stage for future events and concerts, shade trees, and walking trails. It is recommended that the City partner with the developer to explore possibilities of including on-street parking or a small parking area in this new park to ease downtown parking pressures. (More information about parking can be found in the Parking section of this report.)

The proposed parks identified in the Old Town North and Railway East character districts, as shown in Figure 4.1, should follow the branding and design efforts established for the Old Town Park. The Old Town North park, which includes the existing food truck park, should contain a mixture of both active and passive play facilities. A portion

of the park should be landscaped open space with shade trees, walking trails, picnic tables, and benches to allow for an enjoyable afternoon of outdoor dining. However, the park should also contain a dedicated space for a large playground that capitalizes on Old Town heritage, which could be created in the form of a train or train depot play structure or similar designs.

The park in the Railway East character district could potentially be home to the proposed trolley program outlined in the Connectivity and Mobility section of this report. This park could serve a dual purpose of providing Old Town with additional park, open space, and parking amenities, as well as be a transit hub for the Old Town district. The Railway East park project is flexible for specific park location and limits, but a park facility should be provided in Old Town east of US 183. Coordination with property owners and developers are needed to ensure this park is constructed.

Figure 4.10 | Leander Old Town Park Design - Courtesy of PLACE Designers, Inc.



Trails, Parks, and Open Space Action Items

- **2.1:** Utilize the identified priority trailhead list to construct new trailheads at the identified specific intersections as trails develop. Additional trailheads can be constructed along future trails, but the priority trailhead list should be completed first.
- **2.2:** Coordinate planned trail construction efforts in the floodplain north of the Old Town boundary to include connections to existing and planned destinations in the Old Town North character area.
- **2.3:** Initiate conversations with the existing property owners to coordinate efforts for a new park development in the Old Town North character area.
- **2.4:** Engage with property owners in the Railway East character area to determine a specific location for a future park in Old Town east of US 183.
- **2.5:** Retain a park developer to create a park design for the Old Town North proposed park. If possible, plan for driveway connections to the park from Old 2243 W and US 183. Include branded Old Town play structures in the park design.
- **2.6:** Work with existing developers to incorporate a 10' trail facility into the design plans for East Street.
- **2.7:** Work with Old Town Park developers to ensure Old Town branding is incorporated into future park and playground design.
- **2.8:** Explore possibilities of adding on-street parking or a parking area in the park design.
- **2.9:** Initiate conversations with TxDOT and CapMetro to construct a 12' shared-use path along US 183 from South Street to Old 2243 West.



Example of a Splash Pad



Example of a Trail Head



Example of a Multiuse Trail



District Identification, Branding, Culture and Heritage, and Wayfinding

Branding and District Identification

Old Town Leander already has a unique and distinctive brand which should be utilized in future branding efforts. Today, Old Town falls behind other district branding and advertisement efforts. However, since Old Town contains the original plat of the City of Leander, this district contains a rich heritage and truly acts as the heart of the city. Although the Old Town historic train depot does not exist today, nods to the district's railroad heritage can be included in future branding and placemaking efforts.

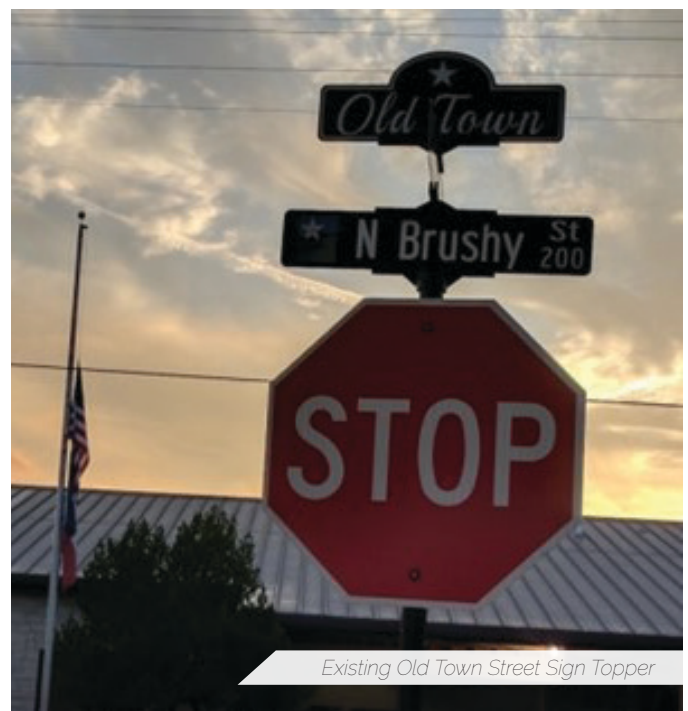
Significant efforts can be made to expand Old Town marketing and advertisements. Currently, the Leander Chamber of Commerce and Visitors Center runs Old Town's only existing website, OldTownLeander.com. The website is dated and needs significant improvements. The City can initiate a partnership with the Chamber of Commerce to help coordinate efforts to improve this website. In addition to improvement on the Old Town website, supplementary information can be added to the Leander Economic Development department's webpage featuring Old Town as well.

The City could potentially identify an existing or new employee in either the Economic Development department, Development Services office, or PIOs office to focus on Old Town-specific marketing efforts. As the Old Town coordinator, this employee would oversee branding and advertisement efforts for Old Town along with the coordination of events in Old Town. This employee would coordinate with local partners, including the Leander Chamber of Commerce and Visitors Center, and the Leander Economic Development Committee to streamline Old Town branding and advertisement efforts.

Old Town should be advertised to the region as a family-friendly entertainment destination as development continues. The City should invest in regional advertisements such as highway billboard signage throughout the Austin metropolitan area. Over the next several years, the City should make it a priority to invest in regional advertisements in nearby cities to promote the Old Town district.



Existing Old Town Street Sign Topper



Existing Old Town Street Sign Topper

Culture and Heritage

In 2017, the City of Leander established the Historical Preservation Commission. To showcase and honor Old Town's unique heritage, a partnership between the commission and the City of Leander is vital to continue to pay tribute to the area's history. There are many ways the City can incorporate Old Town's history into economic development efforts, through trailhead design, gateway and wayfinding signage design, new historical markers, playground design, branding, public art installations, and more. The City should continue this partnership with the Historical Preservation Commission and other local organizations, such as the Chamber of Commerce and the Visitors Center, to coordinate efforts and to preserve the character of Old Town.

Events and Programming

Cultural arts programming should be incorporated into a regular schedule in the new Old Town Park. Once construction of the park is complete, the City should reach out to local exercise groups, art classes, youth activity groups, or other local community groups to maintain a regular program the Old Town Park. This will boost pedestrian activity in the district and will encourage those who visit to stay longer and visit the nearby shops and restaurants.

Another recommendation for programming in Old Town is to host more City of Leander events in the area. A major desire of the community heard through the public input process was to establish an annual event to showcase local breweries and wineries – much like a “sip and stroll” type of event. An event like this could encourage continued advertisements of Old Town, promote economic growth for the area, and activate streets with pedestrian activity. As development starts to occur on the east side of US 183, a festival like this could greatly benefit from a program like the proposed street trolley detailed in the Connectivity and Mobility section of this report.



Statue outside of City Hall



Old Town Street Festival

Wayfinding

Another way to enhance district identification and branding is to construct wayfinding signage throughout all of the Old Town character districts. Primary and secondary gateway locations are identified on the Framework Plan. Primary gateways are recommended for the following intersections:

- Northern Old Town limits at US 183
- Broade Street and N West Drive
- Western Old Town limits at South Street
- South Street and US 183 (conceptual rendering of this Primary Gateway shown in **Figure 4.11**)
- South Street and East Street

Primary gateways will welcome those who pass through that particular location into the Old Town district. Gateway signage can be constructed in the form of entryway monuments or large, overhead signage or landscaped and lit signage on either side of the streets. Primary Gateways should act as a branding tool to showcase and enhance Old Town's existing unique and historic brand. Signage should utilize the Old Town logo script font. Landscaping should match the natural shrubs and foliage found on the recent streetscape improvements found along Brushy Street.

Five additional secondary gateways are recommended at the following intersections:

- Broade Street and Bagdad Street
- Broade Street and Brushy Street
- Broade Street and US 183
- Brushy Street at Willis Drive
- South Street at Brushy Street

Secondary Gateways should provide wayfinding signage to direct visitors to nearby destinations and parking locations. Secondary gateways can accommodate intersection improvements and paving patterns that enhance the pedestrian experience. Maps and directional indications should be provided for the ease of movement for pedestrians within Old Town. Key anchor destinations, such as City Hall and the future Old Town Park should be advertised with directions. Parking locations should also be displayed. Secondary Gateways also provide an opportunity to create wayfinding signage with Old Town's unique brand that can enhance the district's overall character and charm. A wayfinding study could be completed to determine specific locations and designs for the gateway and wayfinding signage in Old Town.

Figure 4.11 | Primary Gateway Opportunity - South Street and US 183



District Identification, Branding, Arts, Culture, and Wayfinding Action Items

- **3.1:** Identify an existing (or new) employee (or group of employees) to expand on Old Town marketing and advertisement. Specific duties would include:
 - Create and manage Old Town Leander social media pages (including Facebook, Twitter, Instagram, and TikTok)
 - Create and update Old Town maps, information, and current development projects to be posted on Old Town and City of Leander webpages and social media pages.
 - Manage existing and proposed Old Town events.
- **3.2:** Partner with the Leander Chamber of Commerce and Visitors Center to initiate a website redesign for OldTownLeander.com to further advertise and showcase the unique destinations and amenities found in Old Town. Include maps of nearby destinations, trails, parking locations, parks, and other amenities.
- **3.3:** Partner with the City of Leander Economic Development Department to expand the Old Town webpage on the department's website to include additional information, maps, events, and other Old Town amenities. Link directly to the newly updated OldTownLeander.com website. Add the Old Town Master Plan action items to this webpage for the public to view the City's progress.
- **3.4:** Once the construction of the Old Town Park is complete, aim to host at least three programs a week at the park. Programs can include exercise classes, after school youth programs, pet training classes, art classes, or other local community groups.
- **3.5:** Conduct a gateway and wayfinding study to identify specific locations and designs for vehicle and pedestrian wayfinding signage in Old Town. Ensure that the wayfinding signage includes parking, destination, and other amenity information. Create designs for all Primary and Secondary Gateway locations.
- **3.6:** Partner with the Leander Historic Preservation Commission and meet in the planning stages of any major Old Town public improvement efforts to coordinate efforts and to showcase and integrate Old Town heritage into the urban fabric of district.
- **3.7:** Coordinate with local breweries and wineries to host Old Town's first "sip and stroll" event. Continue to host the event on an annual or more basis.
- **3.8:** Start implementation of Old Town's proposed Primary Gateways by funding and constructing an Old Town gateway at the intersection of South Street and US 183.
- **3.9:** Create a new banner design that emphasizes Old Town's history to be placed in the existing streetlamps throughout Old Town.





Economic Growth, Health, and Competitive Positioning

It is recommended that the City of Leander continually coordinate with local Old Town partners, including existing property owners, the Chamber of Commerce, the Leander Economic Development Committee, and more to discuss and coordinate economic development initiatives in Old Town. This coordination is especially important in the early stages of the implementation process to ensure continued inter-agency support for Old Town. These meetings can help streamline efforts and gather support for upcoming improvement projects.

Another way to competitively position Old Town in a regional context would include investing in a catalyst project to promote surrounding development. A project like this could include investing in the redevelopment of the Old Town Train Depot, which could potentially be placed in the Railway East district. The full vision for the train depot project is given in the Railway East character area section of this report. Additionally, other catalyst projects identified throughout this plan could also be utilized to promote Old Town's positioning, such as the proposed Old Town Park project, the trolley project, a park/trail network in the Old Town North sub district, or the pedestrian bridge project.

Infrastructure

A major factor of the future outcome of Old Town is its available infrastructure resources that facilitate economic growth and development. In order to ensure a stable and viable vision, barriers need to be understood and removed that would otherwise hamper a healthy development trend. The condition and availability of several types of infrastructure is critical to the success of Old Town including: streets, sidewalks, water, sewer, stormwater, gas, and telecommunication.

As Old Town infrastructure ages, it is important to keep up with demand and plan for future projected uses. As part of the planning process, a series of maps were developed to depict the existing condition of Old Town Infrastructure. This information was then confirmed with City Staff and used to provide a basis for the Framework Plan.

The following were key takeaways as they relate to Old Town infrastructure:

- To establish a walkable district, ensure the sidewalk network is extended and established in the Old Town Core and along primary routes as depicted in the Framework Plan.
- The extension of East Street is a critical component of the Old Town East character district that will ensure future connectivity.
- Extend natural gas infrastructure in areas where there are gaps in the system. Partner with Old Town's existing natural gas provider, Atmos Energy, to identify solutions to residents and business owners experiencing low natural gas pressures.
- The Old Town Master Plan should be shown to Atmos Energy to adequately partner with and plan for current and anticipated natural gas needs.
- Provide Fiber and Hi-Speed internet throughout the Old Town to facilitate an attractive environment for internet users.
- Ensure adequate water is supplied in line with future anticipated uses. Ensure development is aware of current conditions and what it would take to bring infrastructure up to speed.
- Extend road and sidewalk network in areas that currently lack paved infrastructure within right-of-way, particularly in the flood plain, to provide better access to properties throughout the district.
- Conduct a capacity analysis in Old Town to identify specific areas for infrastructure expansion that can support designs found in the Illustrative Master Plan. Additionally, this capacity analysis will measure existing water pressure and sanitary sewer infrastructure to identify how it will support proposed development found in the Illustrative Master Plan.

Drainage and Floodplain

Another key factor in the competitive positioning of Old Town Leander is to capitalize on the existing FEMA 100-year floodplain. The northern boundary of Old Town is located in the floodplain, and covers a larger portion of Old Town on the west side of the Old Town boundary - covering the majority of the Old Town North character district. The floodplain in Old Town is seen as a major asset for the community by providing a designated space for new park and recreational opportunities and facilities. However, the City of Leander should continually monitor and analyze the floodplain. Through the public engagement process, the floodplain was identified as an issue in regards to drainage and flooding in Old Town. There are several key recommendations the City can complete as new development is brought into the area:

- Conduct regular inspections of drainage systems and identify potential problem areas.
- Implement green infrastructure practices such as constructing rain gardens, bioswales, and

permeable pavements to absorb rainwater and reduce runoff.

- Develop a comprehensive floodplain management plan that includes zoning regulations, flood protection measures, and emergency response protocols.
- Regularly clean and maintain stormwater drains, culverts, and catch basins to prevent blockages and flooding.
- Conduct a downstream assessment for Old Town. This assessment will help the City identify areas where detention ponds and new stormwater lines are needed. Additionally, this assessment will produce drainage area maps the City can utilize for future stormwater management practices.

By implementing these measures, the City of Leander can better manage Old Town's floodplain and drainage infrastructure, reduce the risk of flooding, and safeguard their citizens and property.

Economic Growth, Health, and Competitive Positioning Action Items

- **4.1:** Conduct a feasibility study for an Old Town 'Train Depot' to be constructed in the Railway East district.
- **4.2:** Conduct quarterly meetings with the City of Leander Economic Development department, Urban Design department, and Planning department, as well as other local Old Town partners such as the Leander Chamber of Commerce and Visitors Center, the Leander Economic Development Committee, and Old Town property owners to initiate conversations about Old Town branding, advertising, and economic development enhancements. Discuss current development projects and action items that need to be completed in this Old Town Master Plan, as well as identifying innovative partnerships to continually brand and advertise Old Town to Leander residents and the region.
- **4.3:** Invest in catalyst projects identified in this plan, including the construction of the Old Town Park, streetscape improvement projects, the proposed train depot, the trolley program, and the pedestrian bridge across US 183.
- **4.4:** Continually engage with key partners in surrounding areas, especially with developers in the Northline development, on ways to connect Old Town to surrounding destinations through multimodal networks.
- **4.5:** Keep the City of Leander present in Old Town to encourage area vitality and City support.
- **4.6:** Focus on creating activity – including new businesses, programs, and events – outside of traditional business hours (such as nights and weekends).
- **4.7:** Diversity and establish new downtown anchors that attract a wider range of visitors to Old Town.
- **4.8:** Meet with Atmos Energy and share the contents of the Old Town Master Plan. Work with Atmos to identify areas of current and future high demand for natural gas and ensure the proper areas are supplied as development comes in.
- **4.9:** Conduct a capacity analysis for water and sanitary sewer infrastructure in Old Town. Utilize the Illustrative Master Plan for proposed development capacities.
- **4.10:** Conduct a downstream assessment for Old Town's 100-Year floodplain area.



Placemaking and Urban Design

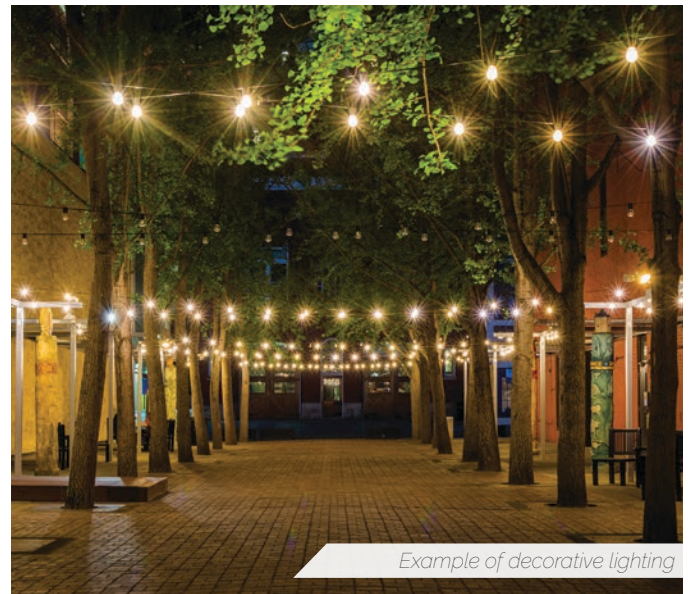
Placemaking and Urban Design can cover many types of public improvement projects, from streetscape improvements to gateway signage, to murals and public art, and sometimes simply places to sit down and enjoy the outdoors. How these elements come together and create a sense of place is the key to good placemaking and urban design techniques. Many of the recommendations in this plan encourage good placemaking and urban design techniques even if they are not identified in this section of the report. Strategies such as parks, trails, public art, and other elements in Old Town can create a truly unique atmosphere that gives a sense of a special place.

The Downtown Identity Nodes outlined in the Framework Plan, which includes the intersection of Broade Street and Brushy Street, Broade Street and US 183, and Brushy Street and Willis Drive, should be constructed for enhanced pedestrian activity. Redeveloping these intersections with enhanced brick paves, much like at the intersection of Brushy Street and Willis Drive, can create safer, more visible crossing locations for pedestrians. As pedestrian activity increases in Old Town, a midblock cross walk should be considered for the intersection of Brushy Street and Willis Drive.

The identified Priority Character Corridors, which includes Broade Street and a portion of Brushy Street between Broade Street and South Street, are intended to be Old Town's 'main street' corridors. These Priority Character Corridors should have Old Town's main anchors, including recognizable shops, restaurants, gathering spaces, and civic uses. These corridors will act as the heart of Old Town and should draw in local and regional traffic to these destinations. Particular emphasis should be made to bring these corridors up to streetscape standards similar to the recent improvements seen on Brushy Street. Broade Street will need significant retrofits to accommodate pedestrian and bicycle traffic. A conceptual rendering of what Broade Street would look like if it was reconfigured to match the cross section identified in the Connectivity and Mobility section of this report is provided in **Figure 4.12** on the following page. The City of Leander should adopt a policy recommendation that prioritizes pedestrians over automobile priorities when forced to make difficult decisions between the two. In order to encourage Old Town to become a special destination, pedestrians should be given priority in future infrastructure decisions.

Public art is a way to implement placemaking techniques in Old Town. The City of Leander has a Public Art Commission that coordinates and assists with funding for art installation projects in Leander. The City could coordinate with the Commission on their future planning projects to incorporate creating murals or sculptures in Old Town.

US 183 poses a significant placemaking opportunity for Old Town. This highway is often an individual's first experience with Old Town. Buildings along this thoroughfare should seek to draw people in. Coordination with TxDOT is necessary to improve this corridor. Medians should be installed along US 183 adjacent to Old Town to encourage vehicular traffic to slow down. New development should also be constructed closer to the property lines to promote Old Town as a special place. Finally, the pedestrian bridge recommended over Broade Street could drastically change the corridor's character.



Example of decorative lighting

Placemaking and Urban Design Action Items

- **5.1:** Incorporate the recommendations made for US 183 in this plan into the Leander Transportation Master Plan.
- **5.2:** Adopt a policy that prioritizes pedestrians over automobiles in the Old Town district. When competing priorities are present, default to the decision that makes walking and biking easier in Old Town, rather than driving.
- **5.3:** Coordinate with local property owners, local artists, and the Leander Public Arts Commission to fund and create several Old Town branded murals that can become a community asset and photo-opportunity destination.
- **5.4:** Present the vision for Old Town established in this Plan to the Leander Public Arts Commission to rally support for continued partnerships for new Old Town murals, sculptures, and other public art designs.
- **5.5:** Require all outdoor seating areas to have some form of sun protection via trees, sunshades, or other shading tools, with a particular focus along the Priority Character Corridors.
- **5.6:** Implement a strategic land purchasing program to guide strategic reinvestment in Old Town.
- **5.7:** Create a landscaping and streetscape elements palette for consistency of all new development in Old Town.



Figure 4.12 | Old Town Local Street Future Streetscape Improvements



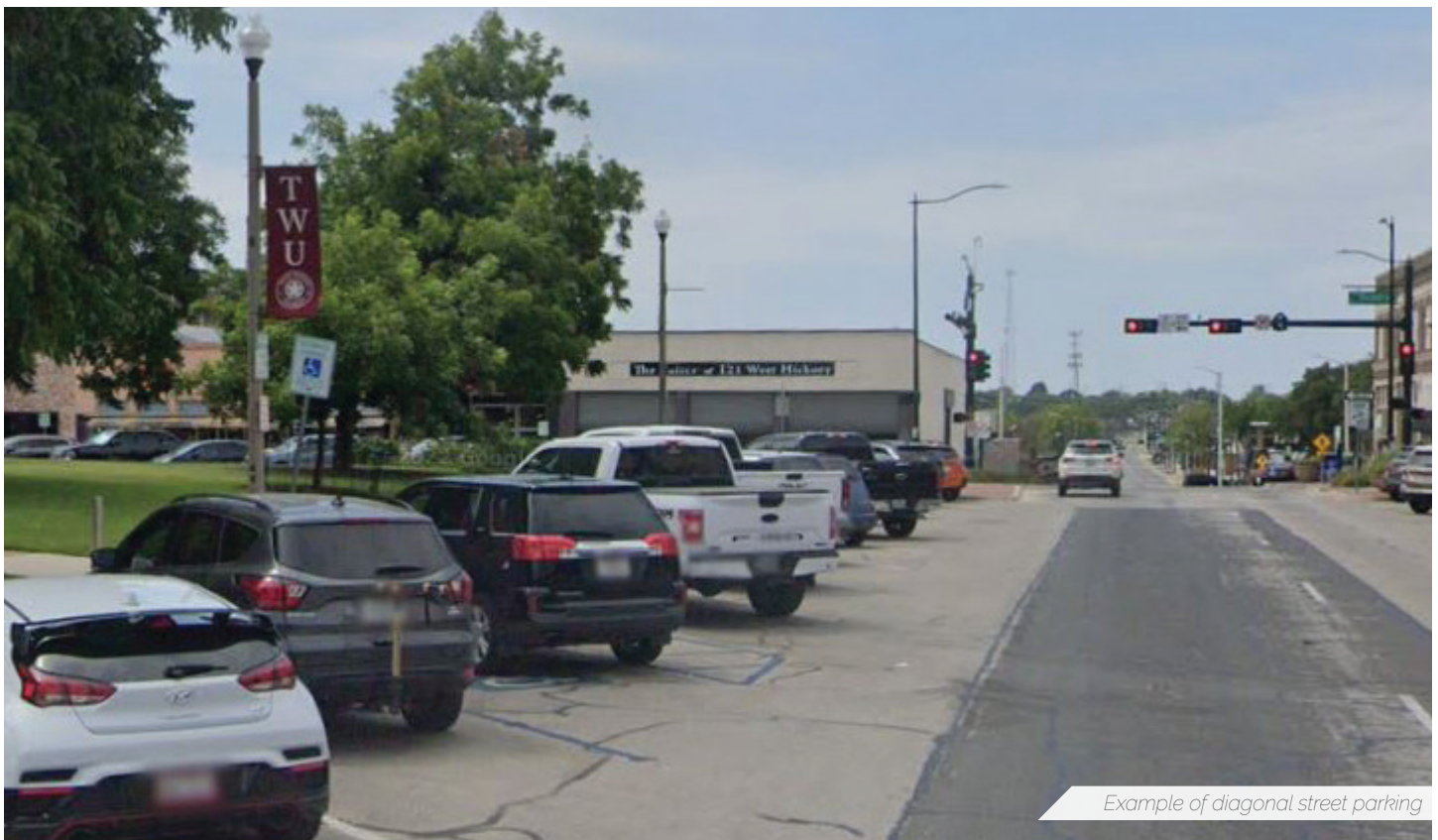


Parking

A critical step towards identifying the existing and potential parking challenges that the Old Town is facing involves understanding parking supply and demand within the study area. An Old Town parking supply and demand analysis was conducted as part of this study. Using the assumptions provided in **Appendix D: Parking Analysis**, Old Town currently has approximately 980 parking spaces, which includes both on-street parking and off-street parking lots. However, through the demand analysis, a large portion of the available parking spaces are located in different areas that experience high demand. Parking spots in the Old Town Core character district see the highest demand due to the area's proximity to existing entertainment and civic destinations. The Old Town Core area does experience a parking deficiency during peak periods.



Parking on Brushy Street



Example of diagonal street parking

With all the information gathered and analyzed, it is recommended that the City take prompt actions and explore the following options to alleviate the existing parking issues and prevent future parking shortage caused by increasing population and new development. Below provides some policy direction and high-level recommendations that were created out of the parking supply and demand analysis:

- **Shared Use Parking:** The parking lots owned by schools and churches are not open to the public, even though residents would park there after business hours without permission. Within about a 5-minute walk from the city hall, there are 435 parking spaces belong to the schools and churches. If the City could coordinate with these entities to reach an agreement of shared parking, it would significantly increase the parking supply for visitors. Besides, Capital Metro Leander Station in the north has 619 parking spaces, which would require a short shuttle ride.
- **Improve Walking, Biking, and Public Transit:** With better pedestrian, bicycle, and transit facilities leading to the Old Town, there would be less demand for driving and thus less demand for parking. The Leander Old Town Master Plan has included pedestrian infrastructure recommendations.
- **Develop a Wayfinding Strategy:** Vehicles circling around to look for parking could result in congestion and pollution. Once more parking spaces are identified or created in the Old Town, it is important to have a wayfinding strategy to guide visitors to quickly reach them.
- **Redesign Streets to Maximize On-Street Parking:** The North Brushy Street is the only street in the Old Town that currently has on-street delineation for parallel parking. Other streets like West South Street have the potential to be redesigned to maximize on-street parking spaces. Please see the Appendix for more information about the conceptual street redesign.
- **Construct a Surface Parking Lot:** Adding a surface parking lot on the underutilized or vacant land in the Old Town core would help to alleviate the parking shortage. Alternatively, a crushed granite parking lot could be built as an affordable, more flexible alternative. There is a plan to convert the city owned lot in the south of the city hall into a park. Either parking lot option could be built in conjunction to serve both the park and the surrounding businesses.
- **Construct a Structured Parking Garage:** If there is available funding, a parking garage with a maximum of 4 decks could be built within a walking distance to the Old Town core. It is not recommended to construct parking garage on flood plains.
- **Reevaluate Parking Requirements:** The current minimum off-street parking requirement may not meet the actual parking demand. The City should consider reevaluating the parking requirement to make sure there is no gap between the requirement and demand, as well as enforcing the requirement. If it is found that current requirements do not meet demand, local alleys could be reconfigured to facilitate for off-street parking.

Parking Action Items

- **6.1:** Identify streets in Old Town that are in need of redesign or reconfiguration to maximize parking spaces. In the interim before full street redesign is achieved, stripe on-street parallel parking lines to officially dedicate a portion of the right-of-way for parking purposes to help ease high parking demand.
- **6.2:** Work with park developers to explore the possibility of dedicating a portion of the proposed Old Town Park to include on street parking or a small parking area.
- **6.3:** Conduct a feasibility study for parking garage construction in the three potential locations identified in Figure 4.11.
- **6.4:** Engage local surrounding partners, including the Leander ISD, the Leander United Methodist Church, 7-Eleven, and others to gauge interest in shared-use parking agreements. Shared-use parking agreements should be recommended for weekends, events, or other high activity times when parking supply is limited.
- **6.5:** Create a series of both vehicle and pedestrian parking wayfinding signs. Key parking locations should be identified and advertised along heavily traveled corridors, such as US 183, South Street, Broade Street, and Brushy Street. Include parking wayfinding signage in both Primary and Secondary Gateway reconstruction projects.
- **6.6:** Reevaluate Old Town's off-street parking requirements. Determine if parking requirements should be established for Old Town if efforts to construct additional public parking lots or garages fail. In addition, utilize alleys as potential options for providing access to adjacent off-street parking facilities.



Example of a Parking Garage



Chapter 5 | Character Districts

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Character Districts

Overview

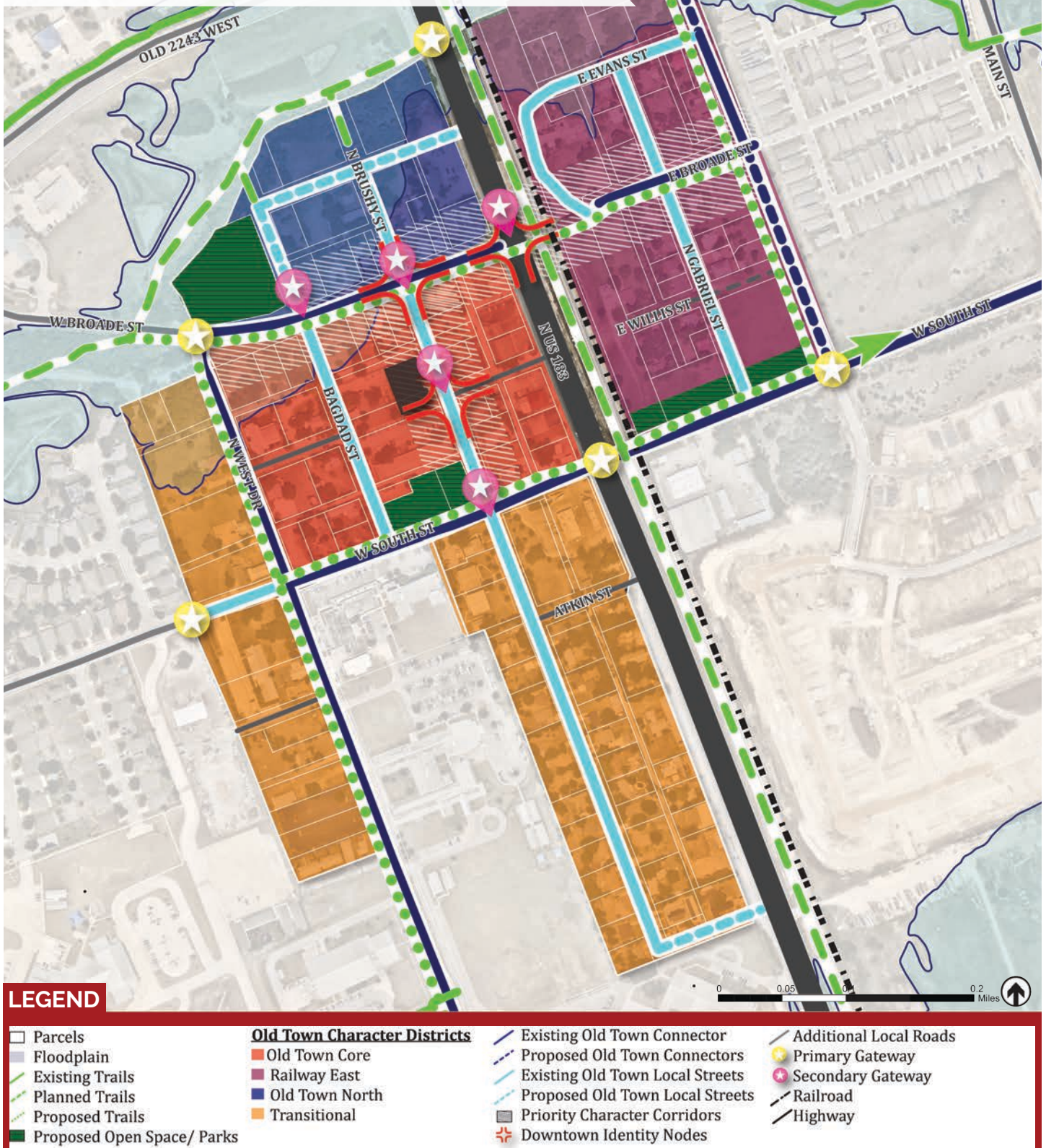
The Framework Plan outlined in Chapter 4, **Figure 5.2**, takes an innovative approach to future development by placing a heavier emphasis on future character rather than outlining specific land uses. Four distinct character districts have been identified for Old Town in the Framework Plan: Old Town Core, Old Town North, Railway East, and Transitional. This chapter describes in detail the community-backed vision that has been established for each of these character districts. Public feedback was heavily incorporated into each district's overall vision and character. Specifically, this chapter will outline each character district's highlights, community vision, future character, and will provide representative imagery for the district's future.

To further portray Old Town's future potential and to illustrate the character district's goals, an illustrative master plan has been developed for three of the character districts, including for the Old Town Core, Old Town North, and the Railway East character districts. The illustrative plan is intended to showcase the full potential of each character district but is not intended to be the final development direction for all of Old Town. Rather, the illustrative master plan provides options for the city to consider when initiating redevelopment and public realm improvement conversations. However, if the City of Leander fulfills the action items identified in other sections of this plan, the future of Old Town should look very similar to this illustrative plan. The overall illustrative master plan can be seen in **Figure 5.1**. Each character district will describe the illustrative plan in detail and will provide additional development guidance.

Figure 5.1 | Old Town Illustrative Master Plan



Figure 5.2 | Old Town Framework Plan (Also Shown in Figure 4.1)



Old Town Core

Community Vision

The Old Town Core district serves as an anchor for the downtown area. This district will be Old Town's main attraction and should embody a 'small town main street' feel in future development. The Old Town Core is very likely residents' and visitor's first interaction with Old Town Leander, so this district should be planned and designed with the utmost quality in mind to bring excitement and vitality into this downtown core. The Old Town Core district should be a high priority for City Staff and local elected and appointed officials when Old Town investment decisions are discussed.

The character of the Old Town Core district brings life to the City's history which should be preserved in the character and style of building fronts. This is especially important along Brushy Street and Broade Street, as reflected as Priority Character Corridors in the Framework Plan. The main nodes and corridors of this district can be found along Brushy Street, between W Broade Street and W South Street. These nodes can create new vitality in Old Town through a diverse offering of destinations, from arts and cultural programming to retail and restaurant selections. The Old Town Core is home to several major destinations such as City Hall, Maggie Mae's, and the Leander Beer Market. It is recommended to redevelop major thoroughfares and streetscape design to reinforce

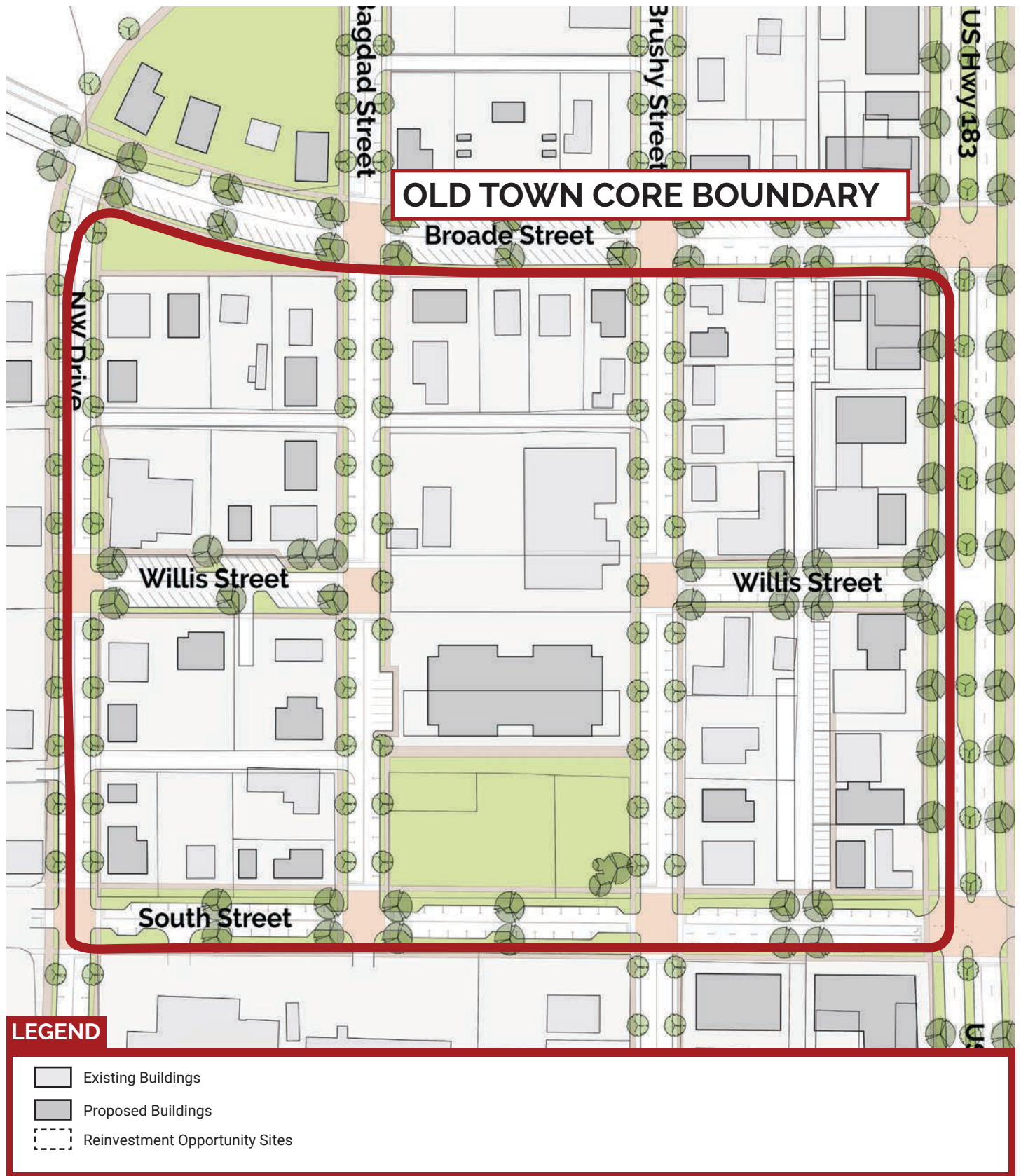
a main street feel, which can assist in the regulation of parking supply and access, as well as access to other areas in the core. Additionally, a large, city-owned tract of land that is currently undeveloped sits at southern end of the Old Town Core district. This plan provides direction regarding this future community asset for developers as to appropriate uses and design guidelines that are supported by the community's vision.

To encourage a vibrant, mixed-use live, work, and play environment, accommodating several land uses in one building or lot is encouraged. This will promote a diversity of land uses that could help the Old Town Core remain an energetic and lively destination for residents and visitors. There should be activities and things to do at all times of the day in the Old Town Core and should be home to a diverse assortment of destination businesses, such as restaurants, coffee shops, bars, breweries, boutiques, shops, activity centers, and/or employment centers. The scale of the Old Town Core district will remain relatively small, with building heights generally one story with two- and three-stories at key intersections.

District Highlights

Typical Uses	Healthy mix of land uses, with a focus on destination and activity-type uses such as restaurants, coffee shops, bars, breweries, boutiques, shops, activity centers, and/or employment centers.
Key Catalyst Sites	Old Town Park Leander City Hall and Municipal Complex
Building Scale	Majority one-story, with transitions to two- and three-story buildings along key intersections.
Parking	This district has the highest parking demand in Old Town. To accommodate this need, shared parking is encouraged, as well as consideration for additional parking supply in the form of a surface parking lot or parking garage that does not detract from the Old Town character
Branding	Branded gateway and wayfinding signage should be present throughout the Old Town Core. Wayfinding signage should be created for both vehicles and pedestrians throughout the district. Secondary gateways should be constructed at the following intersections: Brushy & South, Broade & US 183, Broade & Brushy, Broade & Bagdad, and Brushy & Willis.
Street Design	Future streetscape design character should closely mimic current streetscape improvements along N Brushy Street. Streets should also accommodate festival and pedestrian-only streets where appropriate.
Parks, Trails, and Open Space	Finish construction of Old Town Park. Consider adding a public plaza and/or gathering space. Old Town Park should also be connected with a system of trails along US 183, W South Street, and N West Drive.

Figure 5.3 | Old Town Core Illustrative Plan



Representative Imagery



Future Character

- Should embody a 'small town main street' feel.
- Buildings should contain a mix of land uses, including ground-floor commercial land uses such as retail destinations, shopping, dining, and activity centers.
- Accommodate an adaptive reuse strategy to transition buildings to allow for residential uses on second and third floors of buildings.
- Streets should be designed to handle heavy pedestrian and bicycle traffic. Vehicle design speeds should be low to enhance pedestrian safety.
- Utilize decorative lighting, water features, street trees and art pieces along major corridors.
- Branded Old Town street signs, banners, and wayfinding signage will boost the district's aesthetics and overall feel for both pedestrians and drivers passing through.
- Future streetscape design should closely mimic the new streetscape improvements found along N Brushy Street.
- Major streets and intersections should be enhanced with stamped concrete or brick pavers (as seen on the intersection of Brushy Street and W Willis Street).
- Continued City presence is desired in the Old Town Core which can act as an anchor to the district.
- US 183 should transition from an auto-oriented corridor to closer align with the existing Smart Code. This will create a more pedestrian friendly streetscape along US 183 and will slow traffic to enhance safety for pedestrians.
- Paved parking along alleys should be encouraged and incorporated, as well as rear access provided for businesses along US 183.

Old Town Core Character District Action Items

- **OTC 1:** Strongly encourage new development to be built towards the property lines facing the internal street network, focusing future parking in the center of the block.
- **OTC 2:** Prioritize streetscape improvements in Old Town Core.
- **OTC 3:** Convert alleys from residential service corridors to parking, commercial, or fire lane usage.
- **OTC 4:** Conduct a facility needs assessment for the City of Leander Municipal Hall.
- **OTC 5:** Identify and fund a parking lot or garage in a location that does not interfere with the 'main street feel' the Old Town Core should represent. Follow guidance for lot or garage location in the Parking section of this report.
- **OTC 6:** Establish a shared parking program with surrounding organizations or businesses to solve short-term interim parking issues in the Old Town Core. (Look at parking memo for more actions).
- **OTC 7:** Paint on street parking spaces on Bagdad Street as an interim, short-term parking solution.
- **OTC 8:** Focus on diversifying Old Town anchors to encourage activity throughout the entire day and into the evening and weekend hours.
- **OTC 9:** Within the next five years, invest and finish at least one catalyst project in the Old Town Core. This project could include the construction of the Old Town Park, streetscape improvement projects, a Primary Gateway, or other key recommendations found in this plan.
- **OTC 10:** Identify parcels that are ripe for redevelopment.
- **OTC 11:** Encourage new development to follow existing Form Based Code. Encourage two story buildings be constructed at key intersections.
- **OTC 12:** Promote Old Town programming by establishing one new event that occurs at the Pat Bryson Municipal Hall plaza.
- **OTC 13:** Install at least three new wayfinding signs throughout the Old Town Core within the next five years.
- **OTC 14:** Hire photographer to take photos of the recent streetscape improvements along Brushy Street, local popular Old Town destinations, and other key locations. Utilize these photos in future marketing and branding efforts.
- **OTC 15:** When constructing Primary and Secondary Gateway signage, prioritize investments that are either in or are adjacent to the Old Town Core subdistrict.
- **OTC 16:** Apply for a façade grant program and/or beautification program.

Old Town North

Community Vision

The vision for Old Town North will seamlessly integrate connectivity between Old Town activities, shops, and businesses, to nature and the outdoors. A large portion of this sub-district lies within the 100-year floodplain. However, this provides an opportunity to make the Old Town North district filled with shared use paths, trails, parks, and other active and passive recreational opportunities. Future development is intended to be low in scale and intensity. The majority of buildings should be one story, with two stories allowed adjacent to key intersections.

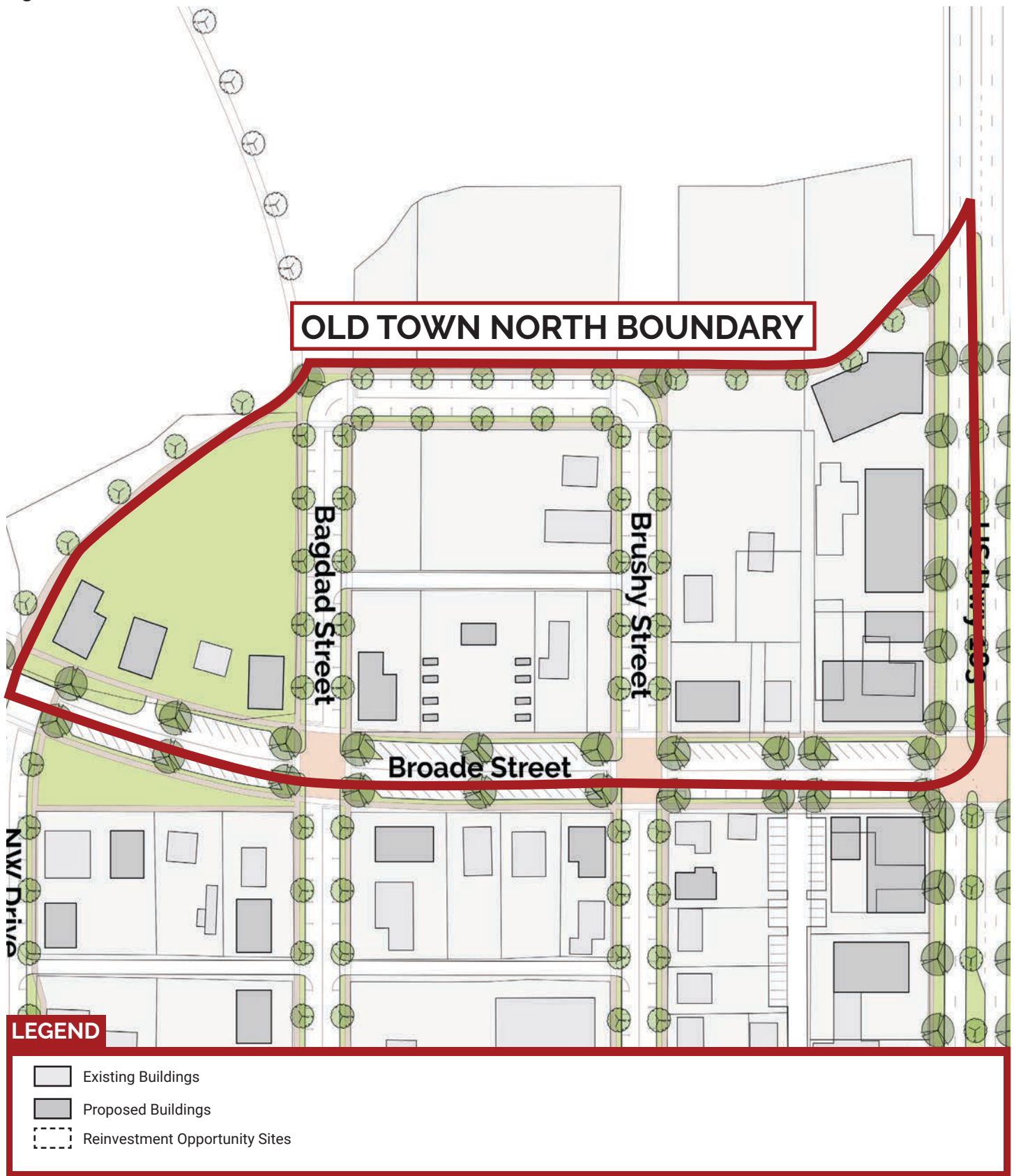
Old Town North will act as Leander's urban oasis connection to the outdoors and will be the backdrop to the Old Town Core. Therefore, activities and land uses should provide outdoor patios, seating areas, or dining areas, where applicable. Land uses should include activities and destinations fun for the whole family, such as an outdoor brewery with lawn games, a food truck park, or a park with playground and other programming activities.

The Old Town North sub district is anticipated to include one new City park. This park should contain connections to the planned trails and sidewalk network in this district. Additionally, this park provides a great opportunity to construct a playground, branded in the Old Town fashion. Play structures and/or sculptures can further implement Old Town's brand. Examples of this are shown in the representative imagery below. Since the park is intended to be a play area for children of parents who might be enjoying activities nearby, special attention should be made to keep a clear line of vision from the park to the destinations to the east so that parents are easily able to monitor their children.

A primary gateway is anticipated at the intersection of W Broade Street and N West Drive, with secondary gateways located at the intersections of W Broade Street and Bagdad Street, N Brushy Street and US 183. The primary gateway should establish Old Town's brand as visitors enter the downtown area. Primary gateways can be constructed on either side of the street or can be displayed as a vaulted overhead sign as visitors drive through W Broade Street.

District Highlights	
Typical Uses	Destinations and activities that are ripe for outdoor integration, such as restaurants with an outdoor patio, food truck park, outdoor brewery, or other recreational uses such as parks, trails, and open space.
Key Catalyst Sites	New City Park New trail and sidewalk connections
Building Scale	Majority one-story, with transitions to two- and three-story buildings along key intersections.
Parking	Additional parking opportunities exist in this district when new development occurs. Additional surface parking lots can be constructed in the sub district's floodplain.
Branding	Branded gateway and wayfinding signage should be present through Old Town North. There should be a heavy emphasis placed on consistent branding for new park, trail, and/or sidewalk connections made. A branded trailhead can be made to the trail connection along the floodplain. Streetscape branding should be consistent with the N Brushy Street recent improvements.
Street Design	New secondary proposed roads are recommended along the City's right-of-way. These streets can act as additional festival streets for adjacent recreational activities occurring in this district.
Parks, Trails, and Open Space	A new City park is recommended for this district. The park should be constructed with playgrounds other active play spaces for children. Where applicable, include quality landscaping, shade trees, and water features that embody the Old Town brand. Because of the limited access across the floodplain, emphasis should be placed on pedestrian trail connections improving access to the north.

Figure 5.4 | Old Town North Illustrative



Representative Imagery



Future Character

- Should embody a fun, family-friendly 'hang out spot' to relax and enjoy the outdoors.
- Buildings should contain a mix of recreational, commercial, or destination-type land uses with outdoor activities.
- Streets should be designed to connect residents and visitors to surrounding parks and trail systems.
- Wide shared use paths are recommended here instead of the traditional sidewalk. Shared use path design could closely mimic the recent streetscape improvements created along N Brushy Street.
- Quality landscaping should be prevalent in this district. Landscaping improvements can include planting street trees, bushes, flowers, or ornamental shrubs. A landscaping pallet should be made for Old Town that is in alignment with Old Town's overall brand.
- Branded Old Town street signs, banners, and wayfinding signage will boost the district's aesthetics and overall feel for both pedestrians and drivers passing through.
- Utilize decorative lighting, water features, and public art in future park design or outdoor activity spaces.
- The future park should be designed with the utmost quality and heavily branded with Old Town themes. A playground is needed so children to play while parents can be nearby to enjoy the afternoon. The park should also include additional amenities, such as a dog park, walking trails, and water features.
- Capitalize on gateway and reinvestment opportunities along US 183 that are ripe for redevelopment.
- Reinvestment opportunities should follow the City's Smart Code to bring buildings up to the street and focus parking on the sides and rear of the lots.

Old Town North Character District Action Items

- **OTN 1:** Strongly encourage new development along US 183 to be built towards the property lines facing the highway, focusing future parking in the center of the block.
- **OTN 2:** Fund and construct a city-owned park near the existing food truck park in the northwest corner of the Old Town North character district. Ensure this park has the following elements:
 - Entry from Hero Way/Old 2443 W
 - Trail network connections identified in this plan and in the Leander Parks, Public Spaces, and Recreation Comprehensive Plan.
 - At least one playground with play structures capitalizing on Old Town's railroad-theme branding identity.
 - Open space and seating areas
 - Shade trees
 - Dog park
 - Connections to existing food truck park
 - Detention pond or other green infrastructure to ensure proper drainage and floodplain management on the site.
- **OTN 3:** Complete construction of the trail network in this character district. Although outside of the Old Town boundary, construct the trail network that is identified in the northwest portion of Old Town.
- **OTN 4:** Attract new development that focuses on outdoor activities and a connection to nature. This can be breweries, wineries, or bars with outdoor seating areas, new food trucks for the existing food truck park, and other recreational activities.
- **OTN 5:** Construct a gateway feature at the intersection of Broade Street and N West Drive.
- **OTN 6:** Improve Broade Street between N West Drive and US 183. Retrofit this street to include wide sidewalks and angled on-street parking.
- **OTN 7:** Strategize with the existing owners of the food truck park to identify partnership opportunities to improve the park and to attract new activity.
- **OTN 8:** Construct a community feature in the Old Town North character district that references the City's natural resources. This feature could be constructed in the proposed park and should showcase sculptures and imagery that honors Old Town's history. Moreover, the feature would encourage a connection to the environmental resources of Leander.
- **OTN 9:** Complete the roadway network along the City's existing right-of-way. Extend Bagdad Street and Brushy Street and complete the network with the proposed east/west connection
- **OTN 10:** Plan for green infrastructure investments in the Old Town North character area, specifically in the floodplain. Consider constructing a detention pond to enhance stormwater management.
- **OTN 11:** Extend the City's water and sanitary sewer lines throughout the Old Town North character district to properly serve new development.

Railway East

Community Vision

The Railway East sub district will act as a mixed-use destination and activity area and should attract new development based on the emphasis that will be placed on connectivity to the adjacent railroad. Railway East should act as a continuation of Old Town but is anticipated to have a more diverse mix of land uses, including an array of housing types, along with retail, commercial, recreation, and other destination-type activities. New residential developments in this sub district should be denser than the rest of Old Town and higher in intensity. Railway East should offer multiple housing types to support the surrounding commercial activities in Old Town and transition from development on the east. Housing types can include townhomes, apartments, live/work buildings, and mixed-use developments.

Branded Railway East signage can be installed throughout this sub district. This district's largest recommendation is to construct a pedestrian-level connection along Broade Street to connect east and west Old Town across US 183. This connection is critical to help knit both sides of the Old Town together. This connection will require significant effort and coordination with the Capital Metropolitan Transportation Authority (CapMetro) and TxDOT to create this multimodal crossing. This is a long-term

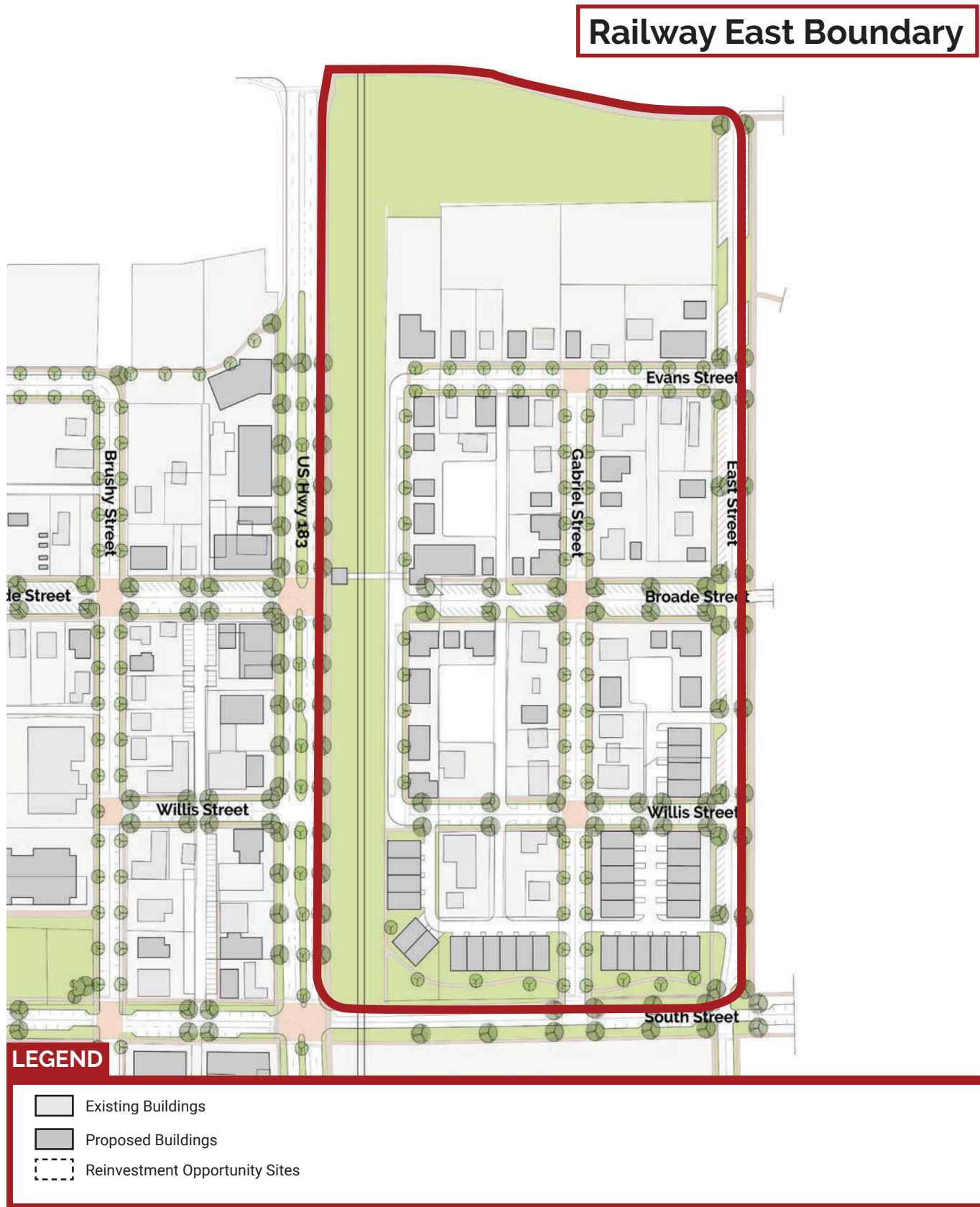
project and would require significant funding and development in east Old Town for the connection to be constructed. However, it is still placed in the Framework Plan as a high priority so that the City of Leander can pursue the implementation of the vision for the area.

Another significant project in the Railway East sub district could be to establish an Old Town trolley or tram that could carry people from east to west Old Town. This project could unify Old Town between the significant barriers caused by the existing railroad and US 183. If this program were established, then this could also open up additional parking opportunities to fulfill demand in east Old Town. Public investment is needed to improve the existing and future street and alley network in the Railway East subdistrict. None of the streets in this district have existing curb and gutter facilities or sidewalk infrastructure. Redevelopment of these streets are recommended that should include the Old Town branded streetscape elements seen in the recent improvements along N Brushy Street. A portion of this district also lies in the 100-year floodplain. Recreation and parking opportunities exist in these areas where development is limited. An additional City park could be constructed along South Street, which will be connected with the future north/south trail system along Gabriel Street.

District Highlights

Typical Uses	Mix of residential, commercial, and recreational land uses
Key Catalyst Sites	Park development along E South Street Old Town Trolley or Tram Pedestrian or trail connection through US 183/existing railroad
Building Scale	One and a half to two story building height, with two and three stories along key intersections.
Parking	There are opportunities as new development comes in to construct additional parking lots in the Railway East district.
Branding	The Railway East district could have its own distinct branding emphasizing the connection to the existing railroad line. Branding should follow Old Town's overarching branding theme, but unique Railway East brand characteristics could also be incorporated.
Street Design	The extension of N East Street is a planned improvement for the City of Leander. This street will create additional connectivity through the district and will create a grid system for the district. Existing streets should be upgraded to include curb and gutter facilities and should include new sidewalk and trail facilities. The E Evans Street loop should also be upgraded as development comes in. E South Street should become a multimodal, pedestrian friendly thoroughfare and improved pedestrian crossings should be incorporated at the intersection with US HWY 183.
Parks, Trails, and Open Space	A new City park could be constructed along South Street or within the floodplain area.

Figure 5.5 | Railway East Illustrative



Representative Imagery



Future Character

- Should embody a 'historic railroad town' character that is emphasized along E Broade Street.
- Buildings should contain a mix of land uses, including ground-floor commercial land uses such as dining and shopping destinations. Additionally, residential developments are encouraged that should introduce a diversity of housing types to Old Town.
- Additional efforts should be made to create a unique 'Railway East' brand that closely follows the overarching Old Town brand.
- A Railway East branded trolley or tram system could connect east and west Old Town over the existing railroad and US 183. This program could enhance Railway East's brand.
- Address frontage issues by extending roadway network and enhancing connectivity and access to properties along the west side of the district
- Improve intersection at US 183 and South Street, as well as US 183 and Broade Street to enhance pedestrian crossing safety.
- The Broade Street pedestrian connection could enhance connectivity between east and west Old Town and could be an alignment for the trolley or tram system to transport visitors.
- The proposed East Street should incorporate a 10' shared use path into the design. Additionally, the street should be extended across the floodplain to the north of the Old Town boundary to connect to Hero Way.

Railway East Character District Action Items

- **RWE 1:** Incorporate the proposed Train Depot redevelopment catalyst project into Leander's Capital Improvement Program budget or identify another funding source (or partnership) to complete this project.
- **RWE 2:** Attract new mid-density residential development in the Railway East character district. Encourage new residential development to be either small-lot single-family homes, apartments, townhomes, live/work buildings, or other forms of mid-density development. Avoid traditional large lot, single-family residential development in this district.
- **RWE 3:** Ensure that new development in the Railway East district has adequate parking. Where possible, implement midblock shared parking in key locations.
- **RWE 4:** Generally, attempt to orient new development outwards (facing US 183, South Street, and Hero Way), rather than orienting buildings internally.
- **RWE 5:** Incorporate a 10-foot trail into the design of the proposed East Street and ensure the street is constructed over the floodplain, connecting to Hero Way.
- **RWE 6:** Identify an area to provide a park or open space in the Railway East district.
- **RWE 7:** Attract a developer to construct townhomes with potential green space along South Street.
- **RWE 8:** Further study the Old Town Trolley program. Specifically, the City should complete the following:
 - Work with local nearby destinations (such as H-E-B and the Northline development) to gather input on key locations for transit stops
 - Identify a proposed route that includes stops to other character districts and nearby destinations
 - Create a phased timeline for trolley operations, starting with key City events and weekends, while having the full implementation goal of operating on a regular basis.
 - Create a trolley car design
 - Identify funding for trolley cars and purchase
 - Advertise the trolley program to the community of Leander. Provide route and schedule maps on the updated OldTownLeander.com (see action 3 in the District Identification, Branding, Arts, Culture, and Wayfinding action items).
 - Explore partnerships with Leander boards and local organizations to rally support for the program and to potentially identify innovative funding sources for implementation.
- **RWE 9:** Improve circulation along the western border of the Railway East district to provide frontage for redevelopment.
- **RWE 10:** Construct curb, gutter, and the recommended streetscape elements identified for the Old Town Local Streets in this district.
- **RWE 11:** Adopt a policy that establishes the City's commitment to connecting the Railway East character district to the rest of Old Town through innovative multimodal connections such as the trolley program and the pedestrian bridge project.

Transitional

Community Vision

The Transitional sub district will act as a transition zone between surrounding residential land uses and the core of Old Town. This district is anticipated to have a mix of land uses including residential, commercial, recreational, and civic. As a transitional district, this area should have a lower design intensity, than the Old Town Core, but accommodate higher density and intensity than the surrounding neighborhoods.

To the west, this area of the Transitional sub district today sees a diversity of land uses and this development pattern should continue in the future. New residential developments are encouraged, especially north of South Street, but should be denser in nature than traditional single-family developments. Recommended future residential developments could include townhomes, small apartments, live/work units, or mixed-use developments. To the south, this portion of the Transitional sub district today consists of mostly single-family houses. However, additional flexibility should be encouraged to allow for homeowners to create businesses or live/work facilities in these structures.

The area on the west currently houses several churches. During the public engagement effort, the community indicated that they see opportunity with

these areas maintaining a church street appeal. In addition, these sites can help resolve parking issues by establishing shared parking agreements with others in need of relief.

The valuable frontage along US 183 creates a key opportunity area to create aesthetic improvements for those traveling north into Old Town. Old Town's most significant primary gateway should be created at the southern intersection of this district. Additionally, a significant portion of Old Town's vehicle wayfinding signage should be placed in this district along US 183 and South Street. Wayfinding signage should include locations to popular destinations and parking locations.



Representational Imagery

District Highlights

Typical Uses	Mix of residential, commercial, civic, and recreational land uses
Key Catalyst Sites	Automobile-oriented destination and parking wayfinding signage (along US 183 and South Street) N West Drive trail connection to existing school facilities Southwest corner of US 183 and South Street for redevelopment opportunities
Building Scale	Serves as a transition between the scale of surrounding neighborhoods and the Old Town Core.
Parking	New parking opportunities are limited in this district. Street parking along N West Drive could help alleviate some of the parking issues experienced in Old Town.
Branding	This district should have significant primary gateways located along South Street and US 183. Wayfinding signage is needed for drivers to help find nearby destinations and parking locations.
Street Design	Streets should closely follow the Old Town branded design implemented along N Brushy Street. A connection to US 183 at the southern most end of Brushy Street is recommended.
Parks, Trails, and Open Space	The proposed trail connection should be constructed along N West Drive to connect visitors to the Old Town North sub district where additional recreational opportunities exist.

Representative Imagery



Future Character

- Should heavily showcase the 'welcome to Old Town' character.
- Primary gateway and wayfinding branding and signage should be prevalent in this district.
- Buildings should contain a mix of land uses, including residential, commercial, and civic.
- Streets should be designed with the Old Town brand and should be upgraded to include new streetscape design and on-street parking.
- Buildings along the US 183 frontage should be well maintained and redeveloped in accordance with the smart code. Should also attract passers-by to come into the district to stay and shop, dine, or recreate.
- Specific improvements should be considered including aesthetic upgrades, Old Town gateway signage, and parking/destination wayfinding signage.

Transitional Character District Action Items

- **T1:** Construct primary gateways identified in the Transitional Character District.
- **T2:** Realign the intersection of South Street and N West Drive to facilitate better traffic flow and pedestrian connectivity.
- **T3:** Convert existing driveway located on the south Old Town border to a full city street to improve connectivity to US 183.
- **T4:** Obtain the right-of-way necessary to construct a trail along N West Drive. Ensure this trail is connected to the Leander ISD school facilities and the existing trail network.
- **T5:** Encourage adaptive reuse of residential buildings along S Brushy Street into small businesses and live/work buildings.
- **T6:** Initiate partnerships with the neighboring Leander ISD to discuss shared parking opportunities, programming/usage of the new Old Town Park, and any enhanced crossings needed for school children crossing South Street.
- **T7:** Encourage development along US 183 to develop in accordance with the SmartCode by placing buildings closer to the street and parking to the sides and rear of the lot.
- **T8:** Explore reinvestment opportunities for the southwest corner of US 183 and South Street for gateway and branding opportunities. Ensure redevelopment is in line with Leander's SmartCode.

Chapter 6 | Implementation Toolkit



Implementation Toolkit

Implementation of this Master Plan is vital in making the vision of Old Town become a reality. Tools and actions detailed out in this chapter aim to guide future decision making for prioritization of projects. The first section of this chapter takes a closer look at how to measure success overtime. The second section of this chapter is the implementation matrix that outlines the action items for Old Town and includes timeframe, key partnerships, and a planning level estimated project budget. The third section outlines funding mechanisms that can be utilized to help the realization of Old Town.

Measuring Success

The Old Town Master Plan is a living document that should be continually reviewed and utilized by City staff, elected officials, and other Leander boards and commissions. Planning staff should regularly update City Council on this plan's progress. It is recommended that an annual Old Town Master Plan Update Report be created once a year by City staff. This report should be distributed to the Leander City Council and should contain staff report updates on action items identified in this plan.

The City should make a policy commitment to implementing the Old Town Master Plan. Implementing this plan is vital to Old Town's economic vitality, health, and sustainability. Additionally, it is absolutely critical that multimodal connections be made between Old Town and the Northline development. Within the next 10 years, it is recommended that the City fund and construct (or at minimum design) at least four of Old Town's identified catalyst projects. These catalyst projects could include:

- The proposed Old Town Park
- Various streetscape improvement projects, with the most critical projects including:
 - South Street
 - Broade Street
- The proposed train depot catalyst project
- The Old Town Trolley program
- The pedestrian bridge across US 183
- The proposed park in the Old Town North character district

Old Town Master Plan Annual Update Report

- Effort should be led by the Leander Planning Department in collaboration with the Old Town Advisory Committee
- An annual meeting should be held with the OTAC to build the report and to review accomplishments and actions items within the plan
- The report should have an executive summary that outlines the past year's accomplishments and any impediments encountered or anticipated.
- The report should also contain any recommended amendments to the Old Town Master Plan.
- The report should organize all plan recommendations by short-, mid, and long-term action items and goals with updates provided to each action item from the action's identified responsible party.
- Specific metrics and indicators should be used where necessary to describe the plan's progress.

Implementation Matrix

While every action item identified in the Old Town Master Plan is important, strategic implementation must be considered to best serve the community with the City's available funds. Because of this, an implementation matrix was created for the City to use as a guidebook when implementing the various recommendations found in this plan that is supported by feedback from the community. Action prioritization can be updated as needed as the vision of the plan is established.

The implementation matrix assigns each action item with a conceptual cost, timeframe, and responsible party (City of Leander groups and/or departments). Below describes the assumptions made for conceptual costs and timeframe ranges.

Conceptual Costs:

- \$ - Up to \$150,000
- \$\$ - \$150,000 to \$500,000
- \$\$\$ - \$500,000 to \$1 million
- \$\$\$\$ - More than \$1 million

Timeframe Ranges

- **Short-term:** Actions that can be completed in 3 years or less
- **Mid-Term:** Actions that are estimated to be completed within 4 to 6 years
- **Long-Term:** Actions that are anticipated to take longer than 7 years to complete
- **Ongoing:** Actions that should be continually integrated into Old Town efforts, operations, and maintenance

The implementation matrix on the following pages are the action toolkit for the Old Town Framework. The matrix is organized by the reoccurring themes introduced in **Chapter 4** (Page 39): Connectivity and Mobility; Trails and Open Space; District Identification, Branding, Arts, Culture, and Wayfinding; Economic Growth, Health, and Competitive Positioning; Placemaking and Urban Design; and Parking. Additionally, several action items were created specifically for each character district. Each action item has a reference number and associated timing, conceptual cost and responsible party.



Sidewalk on Brushy Street



Connectivity & Mobility

Action Number	Action Item	Timing	Conceptual Planning Cost	Responsible Party
1.1	Update the SmartCode and the Leander Thoroughfare Plan to incorporate the Old Town Connector and Old Town Local street type typical cross sections. Allow for a case-by-case assessment to be conducted on the on-street parking treatments for each roadway improvement project to implement the best on-street parking solutions for the road segment.	Short-Term	\$	Planning
1.2	Initiate coordination efforts with TxDOT and CapMetro to discuss the proposed US 183/Broade Street pedestrian bridge.	Short-Term	\$	Planning / Public Works
1.3	Conduct a feasibility study for the US 183/Broade Street pedestrian bridge to determine specific alignment and design. Ensure the Old Town brand is incorporated into bridge design.	Mid-Term	\$\$	Public Works
1.4	Discuss the Old Town Street Trolley program with City Council, local business owners, and key stakeholders to determine specific timeline for implementation and route maps. As development in the Railway East district and Northline continues, monitor pedestrian activity to determine a start date for the trolley.	Mid-Term	\$	Economic Development
1.5	Initiate conversions with adjacent property owners where ROW expansion is needed.	Short-Term	\$	Planning
1.6	Obtain additional ROW for several streets in Old Town to prepare for streetscape/parking enhancements: - Obtain 20' of additional ROW on N West Drive from Broade Street to South Street (for cross section expansion and trail design). - Obtain 20' of additional ROW on South Street from the western Old Town Limit to US 183.	Long-Term	\$\$	Planning
1.7	Initiate conversations with TxDOT to install medians along US 183, specifically the entire frontage along Old Town, between Old 2243/Hero Way and South Street, but further exploration of median construction along the US 183 corridor in Leander can be discussed.	Short-Term	\$	Planning
1.8	Create an Old Town pedestrian activity monitoring program to periodically count pedestrian activity during weekends and peak event/festival times. Utilize the data to periodically update the Leander City Council and other municipal boards to provide transparency on Old Town pedestrian growth and activity.	Mid-Term	\$\$	Engineering / Planning / Economic Development
1.9	Incorporate key roadway redesign projects identified in this chapter into the Leander Capital Improvements Program or city bond programs. Utilize the prioritized list to phase improvements where the community wants to see them most.	Mid-Term	\$\$\$\$	City Council CIP Task Force / Mayor / City Manager



Parks, Trails, and Open Space

Action Number	Action Item	Timing	Conceptual Planning Cost	Responsible Party
2.1	Utilize the identified priority trailhead list to construct new trailheads at the identified specific intersections as trails develop. Additional trailheads can be constructed along future trails, but the priority trailhead list should be completed first.	Long-Term	\$\$\$	Parks and Recreation
2.2	Coordinate planned trail construction efforts in the floodplain north of the Old Town boundary to include connections to existing and planned destinations in the Old Town North character area.	Short-Term	\$	Parks and Recreation / Planning
2.3	Initiate conversations with the existing property owners to coordinate efforts for a new park development in the Old Town North character area.	Short-Term	\$	Parks and Recreation / Planning
2.4	Engage with property owners in the Railway East character area to determine a specific location for a future park in Old Town east of US 183.	Short-Term	\$	Parks and Recreation / Planning
2.5	Retain a park developer to create a park design for the Old Town North proposed park. If possible, plan for driveway connections to the park from Old 2243 W and US 183. Include branded Old Town play structures in the park design.	Long-Term	\$\$\$\$	Parks and Recreation
2.6	Work with existing developers to incorporate a 10' trail facility into the design plans for East Street.	Short-Term	\$\$\$	Public Works
2.7	Work with Old Town Park developers to ensure Old Town branding is incorporated into future park and playground design.	Short-Term	\$\$\$	Planning
2.8	Explore possibilities of adding on-street parking or a parking area into the Old Town Park design.	Short-Term	\$\$	Engineering / Planning
2.9	Initiate conversations with TxDOT and CapMetro to construct a 12' shared-use path along US 183 from South Street to Old 2243 West.	Long-Term	\$\$\$\$	Engineering / Planning



District Identification, Branding, Arts, Culture, and Wayfinding

Action Number	Action Item	Timing	Conceptual Planning Cost	Responsible Party
3.1	Identify an existing (or new) employee (or group of employees) to expand on Old Town marketing and advertisement. Specific duties would include: - Create and manage Old Town Leander social media pages (including Facebook, Twitter, Instagram, and TikTok). - Create and update Old Town maps, information, and current development projects to be posted on Old Town and City of Leander webpages and social media pages. - Manage existing and proposed Old Town events.	Short-Term	\$\$	Planning / Economic Development / PIO
3.2	Partner with the Leander Chamber of Commerce and Visitors Center to initiate a website redesign for OldTownLeander.com to further advertise and showcase the unique destinations and amenities found in Old Town. Include maps of nearby destinations, trails, parking locations, parks, and other amenities.	Short-Term	\$	Economic Development
3.3	Partner with the City of Leander Economic Development Department to expand the Old Town webpage on the department's website to include additional information, maps, events, and other Old Town amenities. Link directly to the newly updated OldTownLeander.com website. Add the Old Town Master Plan action items to this webpage for the public to view the City's progress.	Short-Term	\$	Economic Development
3.4	Once the construction of the Old Town Park is complete, aim to host at least three programs a week at the park. Programs can include exercise classes, after school youth programs, pet training classes, art classes, or other local community groups.	Long-Term	\$\$	Economic Development / Parks and Recreation
3.5	Conduct a gateway and wayfinding study to identify specific locations and designs for vehicle and pedestrian wayfinding signage in Old Town. Ensure that the wayfinding signage includes parking, destination, and other amenity information. Create designs for all Primary and Secondary Gateway locations.	Mid-Term	\$\$	Planning
3.6	Partner with the Leander Historic Preservation Commission and meet in the planning stages of any major Old Town public improvement efforts to coordinate efforts and to showcase and integrate Old Town heritage into the urban fabric of district.	Ongoing	\$	Planning
3.7	Coordinate with local breweries and wineries to host Old Town's first "sip and stroll" event. Continue to host the event on an annual or more basis.	Short-Term	\$	Economic Development
3.8	Start implementation of Old Town's proposed Primary Gateways by funding and constructing an Old Town gateway at the intersection of South Street and US 183.	Mid-Term	\$\$\$\$	Planning / Engineering
3.9	Create a new banner design that emphasizes Old Town's history to be placed in the existing streetlamps throughout Old Town.	Short-Term	\$	Economic Development



Economic Growth, Health, and Competitive Positioning

Action Number	Action Item	Timing	Conceptual Planning Cost	Responsible Party
4.1	Conduct a feasibility study for an Old Town 'Train Depot' to be constructed in the Railway East district.	Mid-Term	\$\$	Economic Development
4.2	Conduct quarterly meetings with the City of Leander Economic Development department, Urban Design department, and Planning department, as well as other local Old Town partners such as the Leander Chamber of Commerce and Visitors Center, the Leander Economic Development Committee, and Old Town property owners to initiate conversations about Old Town branding, advertising, and economic development enhancements. Discuss current development projects and action items that need to be completed in this Old Town Master Plan, as well as identifying innovative partnerships to continually brand and advertise Old Town to Leander residents and the region.	Ongoing	\$	Economic Development / Planning
4.3	Invest in catalyst projects identified in this plan, including the construction of the Old Town Park, streetscape improvement projects, the proposed train depot, the trolley program, and the pedestrian bridge across US 183.	Ongoing	\$\$\$\$	Planning
4.4	Continually engage with key partners in surrounding areas, especially with developers in the Northline development, on ways to connect Old Town to surrounding destinations through multimodal networks.	Ongoing	\$	Planning
4.5	Keep the City of Leander present in Old Town to encourage area vitality and City support.	Ongoing	\$	Planning / City Leadership
4.6	Focus on creating activity – including new businesses, programs, and events – outside of traditional business hours (such as nights and weekends).	Ongoing	\$	Planning
4.7	Diversify and establish new downtown anchors that attract a wider range of visitors to Old Town.	Ongoing	\$\$	Planning / Economic Development
4.8	Meet with Atmos Energy and share the contents of the Old Town Master Plan. Work with Atmos to identify areas of current and future high demand for natural gas and ensure the proper areas are supplied as development comes in.	Short-Term	\$	Planning
4.9	Conduct a capacity analysis for water and sanitary sewer infrastructure in Old Town. Utilize the Illustrative Master Plan for proposed development capacities.	Short-Term	\$\$	Planning
4.10	Conduct a downstream assessment for Old Town's 100-Year floodplain area.	Short-Term	\$\$	Planning



Placemaking and Urban Design

Action Number	Action Item	Timing	Conceptual Planning Cost	Responsible Party
5.1	Incorporate the recommendations made for US 183 in this plan into the Leander Transportation Master Plan.	Short-Term	\$	Planning
5.2	Adopt a policy that prioritizes pedestrians over automobiles in the Old Town district. When competing priorities are present, default to the decision that makes walking and biking easier in Old Town, rather than driving.	Short-Term	\$	Planning / City Leadership
5.3	Coordinate with local property owners, local artists, and the Leander Public Arts Commission to fund and create several Old Town branded murals that can become a community asset and photo-opportunity destination.	Mid-Term	\$\$	Planning / Economic Development
5.4	Present the vision for Old Town established in this Plan to the Leander Public Arts Commission to rally support for continued partnerships for new Old Town murals, sculptures, and other public art designs.	Short-Term	\$	Planning
5.5	Require all outdoor seating areas to have some form of sun protection via trees, sunshades, or other shading tools, with a particular focus along the Priority Character Corridors.	Short-Term	\$	Planning
5.6	Implement a strategic land purchasing program to guide strategic reinvestment in Old Town.	Mid-Term	\$\$	Planning / Economic Development
5.7	Create a landscaping and streetscape elements palette for consistency of all new development in Old Town.	Short-Term	\$	Parks and Recreation

 Parking

Action Number	Action Item	Timing	Conceptual Planning Cost	Responsible Party
6.1	Identify streets in Old Town that are in need of redesign or reconfiguration to maximize parking spaces. In the interim before full street redesign is achieved, stripe on-street parallel parking lines to officially dedicate a portion of the right-of-way for parking purposes to help ease high parking demand.	Short-Term	\$\$	Engineering
6.2	Work with park developers to explore the possibility of dedicating a portion of the proposed Old Town Park to include on street parking or a small parking area.	Short-Term	\$\$\$	Planning
6.3	Conduct a feasibility study for parking garage construction in the three potential locations identified in Figure 4.11 .	Mid-Term	\$\$	Planning / Engineering
6.4	Engage local surrounding partners, including the Leander ISD, the Leander United Methodist Church, 7-Eleven, and others to gauge interest in shared-use parking agreements. Shared-use parking agreements should be recommended for weekends, events, or other high activity times when parking supply is limited.	Short-Term	\$	Planning
6.5	Create a series of both vehicle and pedestrian parking wayfinding signs. Key parking locations should be identified and advertised along heavily traveled corridors, such as US 183, South Street, Broade Street, and Brushy Street. Include parking wayfinding signage in both Primary and Secondary Gateway reconstruction projects.	Long-Term	\$\$\$	Planning / Engineering
6.6	Reevaluate Old Town's off-street parking requirements. Determine if parking requirements should be established for Old Town if efforts to construct additional public parking lots or garages fail. In addition utilize alleys as potential options for providing access to adjacent off-street parking facilities.	Short-Term	\$	Planning

Old Town Core Action Items

Action Number	Action Item	Timing	Conceptual Planning Cost	Responsible Party
OTC 1	Strongly encourage new development to be built towards the property lines facing the internal street network, focusing future parking in the center of the block.	Ongoing	\$	Planning
OTC 2	Prioritize streetscape improvements in Old Town Core.	Ongoing	\$	Planning
OTC 3	Convert alleys from residential service corridors to parking, commercial, or fire lane usage.	Long-Term	\$\$\$	Engineering / Public Works
OTC 4	Conduct a facility needs assessment for the City of Leander Municipal Hall.	Mid-Term	\$	Planning / City Leadership
OTC 5	Identify and fund a parking lot or garage in a location that does not interfere with the 'main street feel' the Old Town Core should represent. Follow guidance for lot or garage location in the Parking section of this report.	Long-Term	\$\$\$\$	Planning / Public Works
OTC 6	Establish a shared parking program with surrounding organizations or businesses to solve short-term interim parking issues in the Old Town Core. (Look at parking memo for more actions).	Short-Term	\$	Planning
OTC 7	Paint on street parking spaces on Bagdad Street as an interim, short-term parking solution.	Short-Term	\$\$	Public Works
OTC 8	Focus on diversifying Old Town anchors to encourage activity throughout the entire day and into the evening and weekend hours.	Ongoing	\$	Planning
OTC 9	Within the next five years, invest and finish at least one catalyst project in the Old Town Core. This project could include the construction of the Old Town Park, streetscape improvement projects, a Primary Gateway, or other key recommendations found in this plan.	Mid-Term	\$\$\$\$	Planning
OTC 10	Identify parcels that are ripe for redevelopment.	Ongoing	\$	Planning
OTC 11	Encourage new development to follow existing Form Based Code. Encourage two story buildings be constructed at key intersections.	Ongoing	\$	Planning
OTC 12	Promote Old Town programming by establishing one new event that occurs at the Pat Bryson Municipal Hall plaza.	Short-Term	\$	Economic Development
OTC 13	Install at least three new wayfinding signs throughout the Old Town Core within the next five years.	Mid-Term	\$\$	Planning / Public Works
OTC 14	Hire photographer to take photos of the recent streetscape improvements along Brushy Street, local popular Old Town destinations, and other key locations. Utilize these photos in future marketing and branding efforts.	Short-Term	\$	Economic Development

OTC 15	When constructing Primary and Secondary Gateway signage, prioritize investments that are either in or are adjacent to the Old Town Core subdistrict.	Ongoing	\$	Planning
OTC 16	Apply for a façade grant program and/or beautification program.	Mid-Term	\$\$	Planning

Old Town North Action Items

Action Number	Action Item	Timing	Conceptual Planning Cost	Responsible Party
OTN 1	Strongly encourage new development along US 183 to be built towards the property lines facing the highway, focusing future parking in the center of the block.	Ongoing	\$	Planning
OTN 2	Fund and construct a city-owned park near the existing food truck park in the northwest corner of the Old Town North character district. Ensure this park has the following elements: • Entry from Hero Way/Old 2443 W • Trail network connections identified in this plan and in the Leander Parks, Public Spaces, and Recreation Comprehensive Plan. • At least one playground with play structures capitalizing on Old Town's railroad-theme branding identity. • Open space and seating areas • Shade trees • Dog park • Connections to existing food truck park • Detention pond or other green infrastructure to ensure proper drainage and floodplain management on the site.	Long-Term	\$\$\$\$	Planning / Parks and Recreation
OTN 3	Complete construction of the trail network in this character district. Although outside of the Old Town boundary, construct the trail network that is identified in the northwest portion of Old Town.	Long-Term	\$\$\$\$	Planning / Parks and Recreation
OTN 4	Attract new development that focuses on outdoor activities and a connection to nature. This can be breweries, wineries, or bars with outdoor seating areas, new food trucks for the existing food truck park, and other recreational activities.	Ongoing	\$	Planning
OTN 5	Construct a gateway feature at the intersection of Broade Street and N West Drive.	Long-Term	\$\$\$\$	Planning / Engineering
OTN 6	Improve Broade Street between N West Drive and US 183. Retrofit this street to include wide sidewalks and angled on-street parking.	Long-Term	\$\$\$\$	Planning / Engineering

OTN 7	Strategize with the existing owners of the food truck park to identify partnership opportunities to improve the park and to attract new activity.	Short-Term	\$	Planning
OTN 8	Construct a community feature in the Old Town North character district that references the City's natural resources. This feature could be constructed in the proposed park and should showcase sculptures and imagery that honors Old Town's history. Moreover, the feature would encourage a connection to the environmental resources of Leander.	Long-Term	\$\$\$	Planning / Engineering
OTN 9	Complete the roadway network along the City's existing right-of-way. Extend Bagdad Street and Brushy Street and complete the network with the proposed east/west connection.	Long-Term	\$\$\$\$	Engineering / Public Works
OTN 10	Plan for green infrastructure investments in the Old Town North character area, specifically in the floodplain. Consider constructing a detention pond to enhance stormwater management.	Mid-Term	\$\$\$	Public Works

Railway East Action Items

Action Number	Action Item	Timing	Conceptual Planning Cost	Responsible Party
RWE 1	Incorporate the proposed Train Depot redevelopment catalyst project into Leander's Capital Improvement Program budget or identify another funding source (or partnership) to complete this project.	Mid-Term	\$\$\$\$	Economic Development
RWE 2	Attract new mid-density residential development in the Railway East character district. Encourage new residential development to be either small-lot single-family homes, apartments, townhomes, live/work buildings, or other forms of mid-density development. Avoid traditional large lot, single-family residential development in this district.	Ongoing	\$	Planning
RWE 3	Ensure that new development in the Railway East district has adequate parking. Where possible, implement midblock shared parking in key locations.	Ongoing	\$\$	Planning
RWE 4	Generally, attempt to orient new development outwards (facing US 183, South Street, and Hero Way), rather than orienting buildings internally.	Ongoing	\$	Planning
RWE 5	Incorporate a 10-foot trail into the design of the proposed East Street and ensure the street is constructed over the floodplain, connecting to Hero Way.	Short-Term	\$\$\$	Engineering / Public Works
RWE 6	Identify an area to provide a park or open space in the Railway East district.	Mid-Term	\$	Planning / Parks and Recreation
RWE 7	Attract a developer to construct townhomes with potential green space along South Street.	Long-Term	\$\$	Planning / Economic Development

RWE 8	Further study the Old Town Trolley program. Specifically, the City should complete the following: • Work with local nearby destinations (such as H-E-B and the Northline development) to gather input on key locations for trolley stops • Identify a proposed trolley route that includes stops to other character districts and nearby destinations • Create a phased timeline for trolley operations, starting with key City events and weekends, while having the full implementation goal of operating on a regular basis. • Create a trolley car design • Identify funding for trolley cars and purchase • Advertise the trolley program to the community of Leander. Provide route and schedule maps on the updated OldTownLeander.com (see action 3 in the District Identification, Branding, Arts, Culture, and Wayfinding action items). • Explore partnerships with Leander boards and local organizations to rally support for the program and to potentially identify innovative funding sources for implementation.	Mid-Term	\$\$	Planning
RWE 9	Improve circulation along the western border of the Railway East district to provide frontage for redevelopment.	Long-Term	\$\$\$	Engineering
RWE 10	Construct curb, gutter, and the recommended streetscape elements identified for the Old Town Local Streets in this district.	Long-Term	\$\$\$\$	Planning / Engineering
RWE 11	Adopt a policy that establishes the City's commitment to connecting the Railway East character district to the rest of Old Town through innovative multimodal connections such as the trolley program and the pedestrian bridge project.	Short-Term	\$	City Leadership

Transitional Action Items

Action Number	Action Item	Timing	Conceptual Planning Cost	Responsible Party
T 1	Construct primary gateways identified in the Transitional Character District.	Long-Term	\$\$\$\$	Economic Development / Engineering / Planning
T 2	Realign the intersection of South Street and N West Drive to facilitate better traffic flow and pedestrian connectivity.	Long-Term	\$\$\$\$	Engineering / Planning
T 3	Convert existing driveway located on the south Old Town border to a full city street to improve connectivity to US 183.	Mid-Term	\$\$\$	Engineering
T 4	Obtain the right-of-way necessary to construct a trail along N West Drive. Ensure this trail is connected to the Leander ISD school facilities and the existing trail network.	Long-Term	\$\$\$\$	Planning
T 5	Encourage adaptive reuse of residential buildings along S Brushy Street into small businesses and live/work buildings.	Ongoing	\$	Planning
T 6	Initiate partnerships with the neighboring Leander ISD to discuss shared parking opportunities, programming/usage of the new Old Town Park, and any enhanced crossings needed for school children crossing South Street.	Short-Term	\$	Planning
T 7	Encourage development along US 183 to develop in accordance with the SmartCode by placing buildings closer to the street and parking to the sides and rear of the lot.	Ongoing	\$	Planning
T 8	Explore reinvestment opportunities for the southwest corner of US 183 and South Street for gateway and branding opportunities. Ensure redevelopment is in line with Leander's SmartCode.	Ongoing	\$\$\$\$	Planning

Funding and Economic Development

Existing Programs

Since the Comprehensive Plan was completed in 2020, the City has established ways to help the revitalization of Old Town and support economic development. Below are local programs and incentives that impact the development of Old Town Leander.

- **Old Town Development Incentive Program:** This program was established to encourage commercial activity in Old Town, promote pedestrian-friendly environment, preservation, and enhancement of the aesthetics of Old Town. The program offers loans and grants to encourage revitalization of Old Town.
- **Destination Restaurant Incentive Program:** This program is available to qualified restaurants that are new to or expanding in Leander. The purpose of the program is to draw in new unique restaurants.
- **Tax Reinvestment Zone:** A Tax Increment Reinvestment Zone (TIRZ) is a political subdivision created to implement tax increment financing as a tool to support structural improvement and enhancements to public infrastructure.

Grant Identification

Grant opportunities provide funding sources for municipalities to help fund downtown revitalization projects. Grants are based on available funding mechanisms from regional, state, and federal sources. The life cycle of a grant includes three phases: Pre-award, award phase and post award phase. Pre-award phase includes the announcement of the funding opportunity, application submittal and review. The award phase includes the grant award decision and notification. The final stage is the post award phase which includes implementation, reporting and closeout. Examples of projects that can be funded can include but are not limited to:

- Housing projects
- Road and crosswalk improvements
- Flood mitigation
- Active transportation infrastructure
- Multi-use trails and bike facilities
- Adaptive reuse of vacant lots
- Public and outdoor gathering spaces
- Broadband infrastructure
- Historic preservation

Page 95 has a list of potential grants the City of Leander can apply for to help implement the goals, actions and catalyst projects outlined in this Master Plan. The City has authority to determine what types of projects will be submitted at the time the grant opportunities are released. While grants are not guaranteed funding sources, they are an alternative opportunity to implement projects for the Old Town.



Sidewalk on Brushy Street



Existing Businesses

AARP Community Challenge

The AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. Applications are accepted for projects to improve public spaces, housing, transportation, civic engagement, Coronavirus recovery, diversity and inclusion, and more.

URL: <https://www.aarp.org/livable-communities/community-challenge/info-2021/2021-challenge.html>

Grant Agency	Agency Type	Grant Cycle Due	Examples of Funding Projects	Funding Amount
American Association of Retired Persons (AARP)	Private	April	• Main street • Outdoor Gathering Spaces • Crossing Enhancements • Wayfinding	Grants can range from several hundred dollars for smaller, short-term activities to several thousand or tens of thousands of dollars for larger projects.

BUILD Grants (also known as TIGER or RAISE grants)

The purpose of BUILD grants is to “upgrade infrastructure across America, making our transportation systems safer and more efficient.” Grants are for planning and capital investments in surface transportation infrastructure to projects that will have significant local and regional impact, including road, bridge, transit, rail, port, and intermodal transportation projects.

URL: <https://www.transportation.gov/RAISEgrants>

Grant Agency	Agency Type	Grant Cycle Due	Examples of Funding Projects	Funding Amount
US Department of Transportation	Federal	May	• Road Improvements • Filling in Sidewalk gaps • Bike facilities • Multi-Use Paths	Up to \$25 million Dollars

Community Development Block Grant (CBDG) – Travis County

The CBDG is a flexible program that provides communities with resources to address a wide range of unique community development needs. Begun in 1974, CBDG is one of the longest continuously run programs at HUD. It provides annual grants on a formula basis to cities, counties and states.

URL: <https://app.smartsheet.com/b/form/8df4d284dd4044e48b47f87cfeb2d4b5>

Grant Agency	Agency Type	Grant Cycle Due	Examples of Funding Projects	Funding Amount
Travis County	Federal	End of January (every other year)	Historic Preservation Broadband Infrastructure Code Enforcement	~\$200,000

Land and Water Conservation Fund Outdoor Recreation Legacy Partnership

ORLP support projects in cities/urbanized areas that create new or substantially rehabilitate parks and other outdoor recreation sites, directly connect/re-connect people with the outdoors, are in low- or lower-income areas that significantly lack outdoor recreation resources and will create new jobs or economic development.

URL: <https://cityparksalliance.org/federal-funding-city-parks/>

Grant Agency	Agency Type	Grant Cycle Due	Examples of Funding Projects	Funding Amount
City Parks Alliance & Land and Water Conservation Fund (LWCF)	Federal	May	Greenway Corridor Multi-Use Trails Parks and Outdoor Spaces	\$300, - \$750,000

Texas Flood Infrastructure Fund

The FIF program provides financial assistance in the form of loans and grants for flood control, flood mitigation, and drainage projects.

URL: <https://www.twdb.texas.gov/financial/programs/fif/index.asp>

Grant Agency	Agency Type	Grant Cycle Due	Examples of Funding Projects	Funding Amount
Texas Water Development Board	State	Fall	Drainage Infrastructure Flood Mitigation Detention Ponds	-

Local Parks Grant

The Local Park Grant Program consists of 5 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. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

URL: <https://tpwd.texas.gov/business/grants/recreation-grants/accessing-our-online-grant-management-systems>

Grant Agency	Agency Type	Grant Cycle Due	Examples of Funding Projects	Funding Amount
Texas Parks and Wildlife Department (TPWD)	State	Varies	Indoor Recreation Outdoor Recreation	Varies

Recreational Trails Fund

Provides funding for constructing and improving both motorized and non-motorized recreational trail projects, developing trailheads and trailside facilities, and acquiring trail corridors. Funding is provided on a cost reimbursement basis

URL: <https://tpwd.texas.gov/business/grants/recreation-grants/recreational-trails-grants>

Grant Agency	Agency Type	Grant Cycle Due	Examples of Funding Projects	Funding Amount
Texas Parks and Wildlife Department (TPWD)	State	February	Multi-Use Paved Trail Soft Surface Natural Trails Trail Improvements Trailhead Wayfinding/Signage	\$300,000 maximum

Texas Preservation Trust Fund

Provides reimbursement grants for preservation projects, including restoration work, preservation planning, architectural planning, and/or heritage education training.

URL: <https://www.thc.texas.gov/preserve/projects-and-programs/texas-preservation-trust-fund-0>

Grant Agency	Agency Type	Grant Cycle Due	Examples of Funding Projects	Funding Amount
Texas Historical Commission	State	Spring	Preservation Planning Heritage Education Training Restoration	Varies

Kaboom! Grant Program

Promotes development of outdoor playgrounds. They build play spaces in partnership with child-serving nonprofits and municipal agencies. Kaboom projects are an incredible opportunity to build new and exciting places for kids and teens to play.

URL: <https://kaboom.org/grants>

Grant Agency	Agency Type	Grant Cycle Due	Examples of Funding Projects	Funding Amount
Kaboom!	Private	Varies	Playgrounds Adventure Courses Multi-Sport Courts	Varies

Waste Management Recycle Often, Recycle Right Grant

The RORR Grant will provide recycling bins to either start a new recycling program (community, office, or school) or add to an existing recycling program. Applicants should already have a recycling program in place or an approved plan with a local government or waste hauler to establish a program to implement this grant-funded recycling project.

URL: <https://ktb.org/rorr>

Grant Agency	Agency Type	Grant Cycle Due	Examples of Funding Projects	Funding Amount
Keep Texas Beautiful & Waste Management	Private	-	Purchase recycling bins Increase recycling efforts	\$500 - \$1,500

ANICE READ FUND

The Anice Read Fund is a program that provides funding for downtown projects and programs. It was formed in 1999 to honor Anice read for her contributions to Texas Downtowns. Grants from the fund are use for variety of Downtown projects, professional development and program and staff development.

URL: <https://texasdowntown.org/programs/anice-read-fund>

Grant Agency	Agency Type	Grant Cycle Due	Examples of Funding Projects	Funding Amount
Texas Downtown	Private	September	Historic Preservation Wayfinding/Signage Small Business Workshops Mural and Art Projects	\$500 to \$5,000



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

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

May 11, 2023 at 6:00 PM



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

Place 5 – James Oliver
Place 6 – Laura Lantrip, *Vice-Chair*
Place 7 – Rick Carpenter

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

1. Call to Order at 6:00 p.m.
2. Roll Call.
All commissioners present except Vice-Chair Laura Lantrip and Commissioner Deirdre Moss.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the May 4, 2023 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Minutes.

Motion made by Commissioner Ron May to approve the P & Z minutes, seconded by Commissioner James Oliver.

5-0 Pass

PUBLIC HEARING: ACTION

7. Conduct a Public Hearing regarding Subdivision Case CP-23-0020 to adopt the Lone Star Landing Concept Plan on one parcel of land approximately 37.01 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031560; generally located north of the intersection of CR 177 and Valley View Dr., Leander, Williamson County, Texas.
- Discuss and consider action regarding Subdivision Case CP-23-0020 as described above.

*** POSTPONED DUE TO POSTING ERROR***

8. Conduct a Public Hearing regarding Special Use Case Z-22-0043 to consider action on the Shady Brew Garden Special Use Permit to allow for a Food Truck Park including minor waivers to the Composite Zoning Ordinance on one parcel of land approximately 0.9373 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035579; and addressed as 303 W. Broade St., Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-22-0043 as described above.

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to approve the zoning request.

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

5 - 0 Passed

9. Conduct a Public Hearing and consider action on Subdivision Case SFP-22-0014 and Variance Case VA-22-0006 to approve the Roundmountain Oaks lot 37 Short Form Final Plat and Variance on one parcel of land approximately 3.012 acres ± in size, more particularly described by Travis Central Appraisal District Parcel 354818; more commonly known as 15000 Faubion Trl., Travis County, Texas.

- Discuss and consider action on Subdivision Case SFP-22-0014 and Variance Case VA-22-0006 as described above.

Motion made by Commissioner James Oliver, seconded by Commissioner Ron May to approve the Variance request.

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

5 - 0 Passed

10. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0006 to amend the Comprehensive Plan to update the Transportation Master Plan to change Nameless Road to a collector roadway north of the future extension Travisso Parkway to Round Mountain Dr; change CR 267 to a four lane arterial between Equine Road to Kauffman Loop; change Crystal Falls Parkway to a six lane arterial roadway between Ronald W Reagan Blvd and CR 175; add CR 264 as a collector roadway; add Stamp Iron Avenue as a collector roadway; Leander, Williamson and Travis Counties, Texas.
- Discuss and consider action regarding Comprehensive Plan Case CPA-23-0006 as described above.

Mark Snyder spoke requesting more information.

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the Comprehensive Plan Amendment.

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

5 - 0 Passed

11. Conduct a Public Hearing and consider action regarding Ordinance Case OR-23-0003 to amend the Subdivision Ordinance to clarify the adoption date and definition of the Transportation Criteria Manual, update the Preliminary Plat requirements, update the requirements for Water Utility Improvements and Wastewater Utility Improvements; and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-23-0003 as described above.

Motion made by Commissioner John Cosgrove, seconded by Commissioner Rick Carpenter to approve the Ordinance Amendment.

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

5 - 0 Passed

12. Conduct a Public Hearing and consider action regarding Ordinance Case OR-23-0004 to amend the Composite Zoning Ordinance to clarify the adoption date and definition of the Transportation Criteria Manual; and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-23-0004 as described above.

Motion made by Chair Donnie Mahan, seconded by Commissioner James Oliver to approve the Ordinance Amendment.

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

5 - 0 Passed

REGULAR AGENDA

13. Discuss and consider action on the adoption of the Old Town Master Plan including the adoption of a future land use plan and map that provides guidance for appropriate land use regulations throughout Old Town, and an action plan for implementation.

Blayne Thompson spoke regarding concerns about Broade St. parking and sidewalks.

The Planning & Zoning Commission had a positive discussion regarding the Old Town Master Plan. No action was taken during the May 11 meeting.

14. Adjournment at 6:57 p.m.

APPROVED:

CHAIRMAN MAHAN

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Conduct a Public Hearing amending the Water and Wastewater Impact Fees.

- Discuss and consider action on amending the Water and Wastewater Impact Fees.

BACKGROUND:

The proposed updates of the City's water and wastewater impact fees will generate revenue for a portion of the funding for water and wastewater capital improvements and/or facilities expansions necessitated by and attributed to new development. The maximum recommended impact fee that may be imposed for new development for the ten (10)- year capital improvements planning period is \$8,762.81 per Living Unit Equivalent (LUE) of water service and \$2,301.92 per LUE of wastewater service for a total of \$11,064.73 per LUE.

The current water and wastewater impact fees are \$4,309.00 and \$2,820.00 per LUE, respectively, for a total of \$7,129.00 per LUE. The proposed updates of the City's water and wastewater impact fees will generate revenue for a portion of the funding for water and wastewater capital improvements and/or facilities expansions necessitated by and attributed to new development

HISTORY/TIMELINE:

05/25/2023 - Planning & Zoning Commission/Impact Fee Advisory Committee Meeting

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

The Planning & Zoning Commission/Impact Fee Advisory Committee unanimously recommended approval of the amendment Water and Wastewater Impact Fees.

PRESENTER:

Dan Grimsbo, Executive Director of Infrastructure

Attachments

1. Impact Fee Study
2. Advisory Committee Statute

CITY OF LEANDER, TEXAS

WATER AND WASTEWATER IMPACT FEE

PREPARED FOR:

CITY OF LEANDER



PREPARED BY:



MAY 2023

CITY OF LEANDER

WATER AND WASTEWATER IMPACT FEE

Prepared For:

City of Leander

Prepared by:

K Friese & Associates, LLC.

1120 S Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
Firm No: F-6535

INTERIM REVIEW

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF
INTERIM REVIEW UNDER THE AUTHORITY OF

JENNIFER N SULLIVAN, PE 97593 ON 5/25/23

IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

May 2023

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Introduction

K Friese + Associates, A Lochner Company (KFA) was retained by the City of Leander (City) to update the current Water and Wastewater Impact Fees as required by State Law. In general, the update calculated the maximum allowable impact fee from the proposed capital improvements plans for both the water and wastewater systems as prescribed in Chapter 395 of the Texas Local Government Code.

The City of Leander is located northwest of Austin in the vicinity of US 183 and FM 2243 in southwestern Williamson County and northwestern Travis County. Leander's extraterritorial jurisdiction (ETJ) borders the city limits and/or ETJs of Cedar Park, Round Rock, Georgetown, Liberty Hill and Jonestown.

Background

Impact fee calculations in this report were based on recent analysis by KFA for the City to project service demand and proposed capital improvements. The capacities of both existing infrastructure and proposed improvements were determined using zoning, population, current utility demand, and existing utility components information provided by the City as well as design criteria, developed by KFA and City staff. The impact fees were calculated based on the capacities and the costs to build the infrastructure.

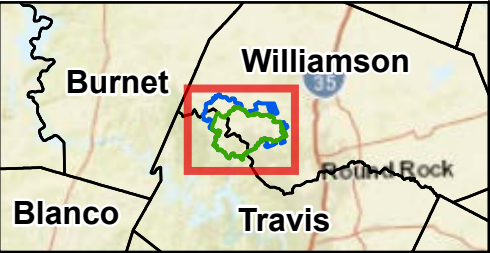
Impact fees are calculated by adding the costs for existing infrastructure to the costs of proposed infrastructure and dividing the total by the number of living utility equivalents (LUE) served during the study time period. Only the portion of the costs attributable to development that occurs during the study time period may be included in the impact fees. Costs attributable to development either before or after the study period are not included in the impact fee calculation. The study period has been determined to be 2023 (current) to 2032.

Service Area

The City of Leander service area, shown in **Exhibit 1**, includes the City and portions of its Extra-Territorial Jurisdiction (ETJ). The service area is defined by the Certificate of Convenience and Necessity for the City.

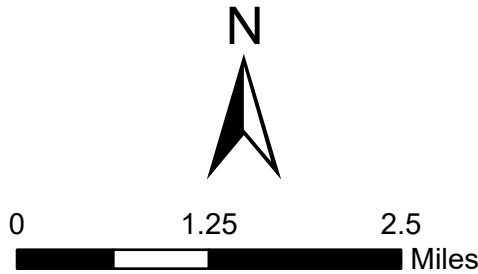
City of Leander
Williamson County, TX

EXHIBIT 1:
2023 IMPACT FEE UPDATE
SERVICE AREA

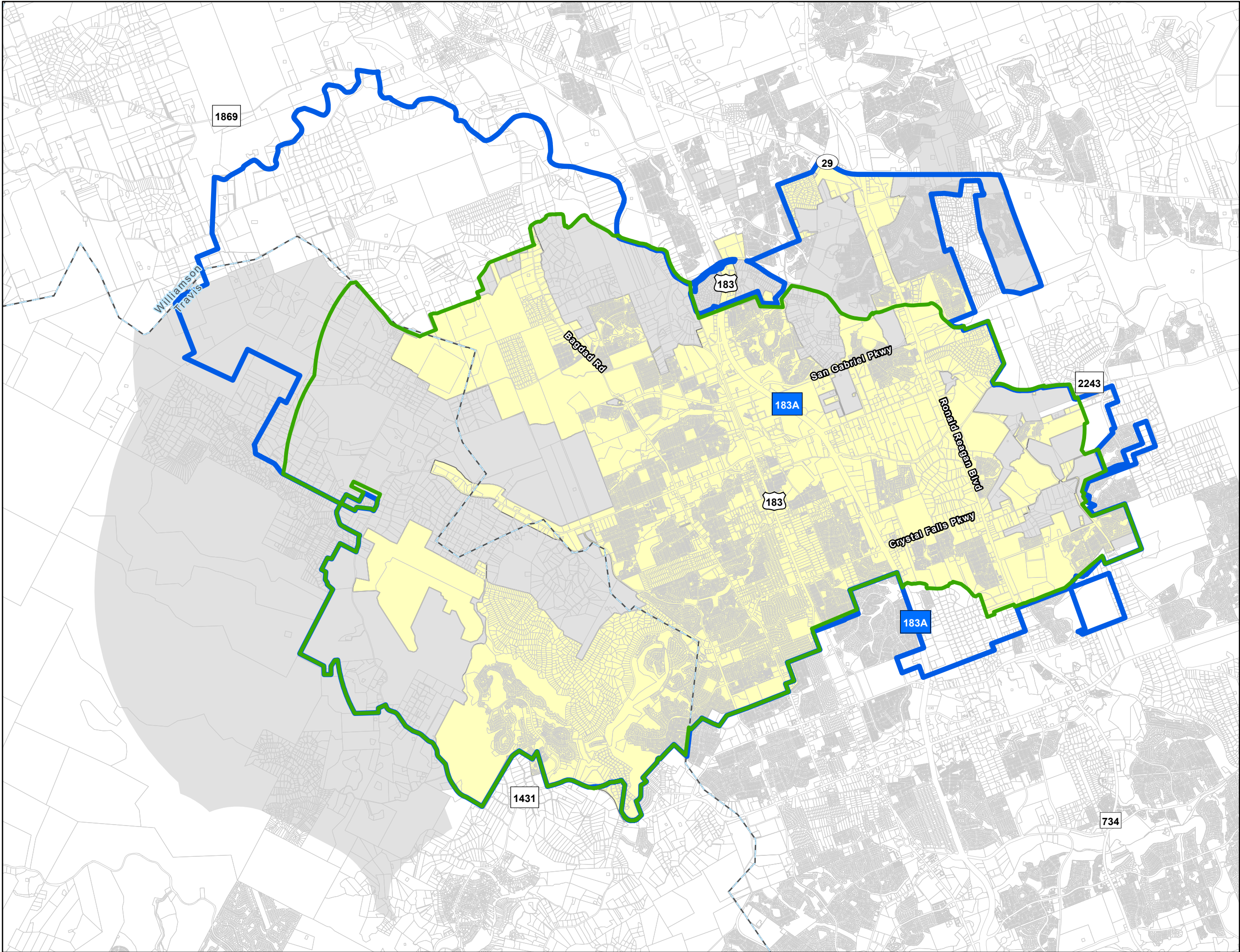


- CITY OF LEANDER SEWER CCN
- CITY OF LEANDER WATER CCN
- LEANDER CITY LIMITS
- LEANDER ETJ
- COUNTY BOUNDARY
- PARCEL BOUNDARY

Data Sources: COL (2023),
PUC (2022), WCAD (2023)



Date: 5/24/2023



Land Use Assumptions

The future land use map, included in **Exhibit 2**, developed for the Comprehensive Plan shows the service area largely consisting of residential land use. Commercial development will be largely located along major transportation corridors and within the Old Town, and Urban Mixed Use area, located near US 183 and RM 2243 and the Employment Centers. The projections were determined based on the future land use map as well as current development trends.

Living Unit Equivalents

A Living Unit Equivalent is the unit of measure which represents the quantity of water used and wastewater generated by a single-family detached residence. Each developed lot is applied a LUE or LUE factor, shown in **Table 1** and **Table 2**, to determine water demand and wastewater generated. Using these factors, impact fees may be assessed for the different types of development.

Table 1: LUE Factors

Meter Size (inch)	Meter Type	LUE Factor
5/8	Positive Displacement	1
3/4	Positive Displacement	1
1	Positive Displacement	2.5
1-1/2	Positive Displacement	5
2	Positive Displacement	8
	Compound	8
	Turbine	10
3	Compound	16
	Turbine	24
4	Compound	25
	Turbine	42
6	Compound	50
	Turbine	92
8	Compound	80
	Turbine	160
10	Compound	115
	Turbine	250
12	Turbine	330

Table 2: Multi-Family Residential Development

Type of Dwelling	Units	LUE Factor
Single-Family Residential*	Per Housing Unit	1.0
Two-Family Residential	Per Residential Unit	0.7
Three-Family Residential	Per Residential Unit	0.6
Multi-Family Residential	Per Residential Unit	0.5

Note: * based on 5/8-inch meter

Map 4.1 Future Land Use Map

EXHIBIT 2

Legend

Future Land Uses

Rural

Neighborhood Residential

Transitional

Neighborhood Center

Multi-Use Corridor

Activity Center

Employment Center

Industrial

Old Town

Urban Mixed Use

Leander Central

Greenway

Priority Corridor or Center

Major Streets

Existing

Arterial

Collector

Thoroughfare Per Smartcode

Toll Road

Future

Arterial

Collector

Thoroughfare Per Smartcode

General

Parks and Preserves

Floodplain

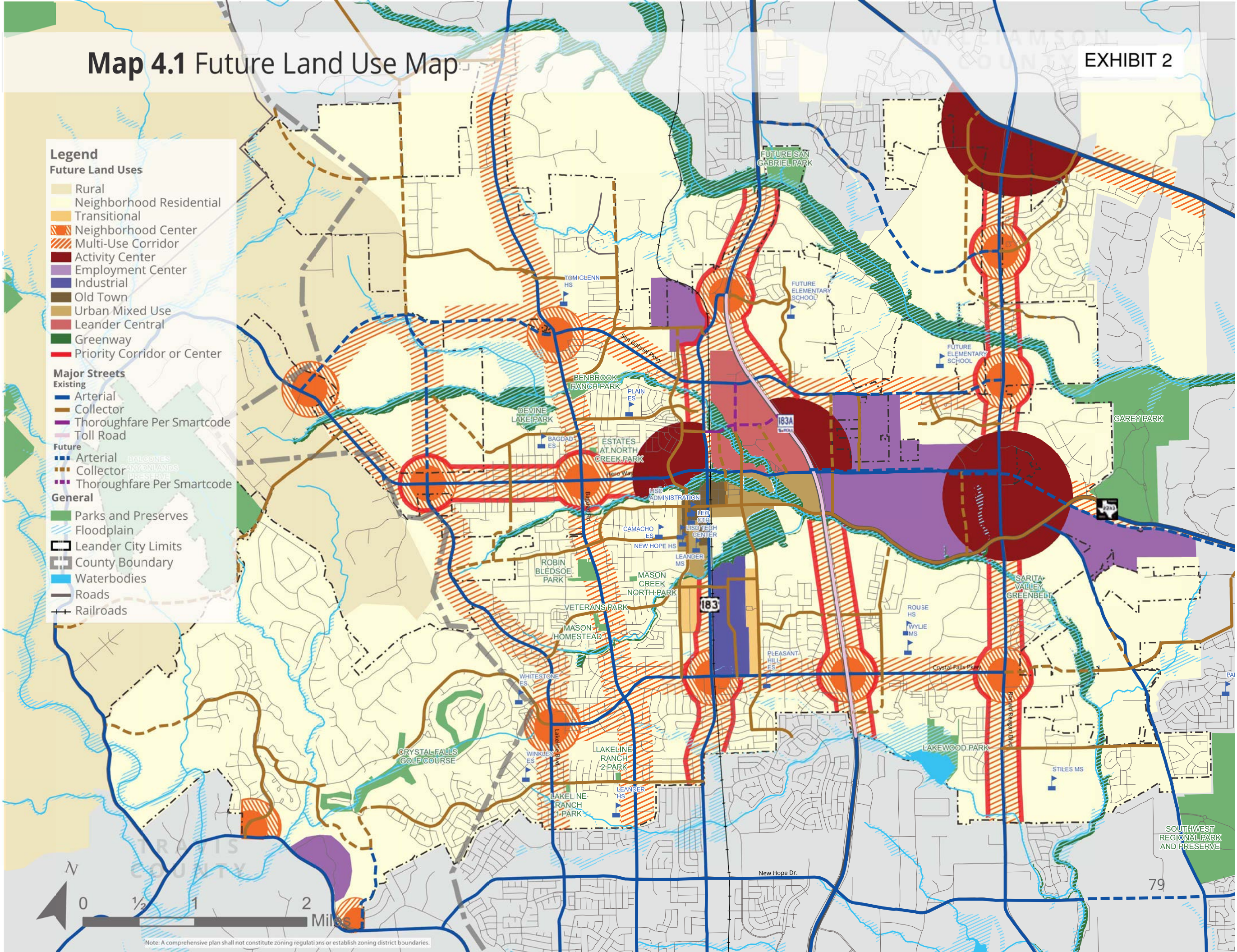
Leander City Limits

County Boundary

Waterbodies

Roads

Railroads



Note: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

Population and LUE Projections

The population projections were developed through collaboration between KFA and the City of Leander. The LUEs were calculated from the population projections. The difference between the number of LUEs for the water system and wastewater system is due to the difference in service area for the water and wastewater systems and that some area are served by septic systems. All three types of projections are shown in **Table 3**.

Table 3: Population and LUE Projections

	2023	2032
Population	101,897	182,632
Water LUEs	37,055	66,415
Wastewater LUEs	37,446	68,264

Design Criteria

In order to properly model, size, and plan for future facilities, design criteria were established for both water and wastewater. The criteria used for water is shown in **Table 4**.

Table 4: Water Planning and Design Criteria

Criteria	Value
Average Day Demand	268.8 gpd/LUE
Maximum Day Demand	635.9 gpd/LUE
Peak Hour Demand	1,194.53 gpd/LUE
Total Storage	200 gpm/LUE
Pump Capacity	0.6 gpm/LUE
Maximum Peak Hour Velocity	5 fps

The criteria used for wastewater is shown **Table 5**.

Table 5: Wastewater Planning and Design Criteria

Criteria	Value
Average Dry Weather Flow (ADWF)	63 gal/person/day
Peak Wastewater Flow	252 gallons /person/day
Gravity Pipe Minimum Velocity	2 fps
Gravity Pipe Maximum Velocity	10 fps
Force Main Minimum Velocity	3 fps
Force Main Maximum Velocity	6 fps

The criteria shown above were used to calculate the capacity of each planned project for each system.

Existing Water and Wastewater System

Information in **Table 6** and **Table 7** was provided by the City. Improvements paid for by the City of Leander that have capacity for development during the study period have been included in these tables. The cost for each project attributed to development during the study period is shown in the final column.

Table 6: Previous Water Improvements

Infrastructure Element	Size	Final Construction Cost	LUE Capacity	LUEs Developed Prior to 2023	LUEs Attributed to 2023-2033	LUEs Developed Beyond 2033	Cost Attributed to 2023-2033 Development
Sandy Creek Water Treatment Plant-increase to 12 MGD	6 MGD	\$ 8,166,000.00	9,435	7,643	1,792	0	\$ 1,550,904
Raw Water Intake and Transmission Main	12 MGD	\$ 4,693,394.00	18,871	17,078	1,793	0	\$ 445,938
Water Supply - 30" Main	12 MGD	\$ 5,699,913.00	18,871	17,078	1,793	0	\$ 541,572
Brushy Creek Regional Water Treatment Plant - 1C	4.2 MGD	\$ 8,135,000.00	6,605	4,565	2,040	0	\$ 2,512,623
BCRUA Raw Water Transmission Share to Leander	50.2 MGD	\$ 25,530,400.00	78,943	19,977	11,633	47,333	\$ 3,762,136
BCRUA Transmission Share to Leander	50.2 MGD	\$ 23,706,800.00	78,943	19,977	11,633	47,333	\$ 3,493,412
Crystal Falls High Service Pump Station & Elevated Storage Tank	12.92 MGD	\$ 3,317,932.00	14,954	13,654	1,300	0	\$ 288,379
Bagdad High Service Pump Station	2.67 MGD	\$ 856,448.00	8,199	7,526	673	0	\$ 70,300
CR 280 Elevated Storage Tank - 1252 Zone	1.25 MG	\$ 2,431,753.00	12,500	7,964	2,059	2,477	\$ 400,558
Distribution Main along Lakeline Blvd	16 inches	\$ 276,850.00	3,778	2,342	529	907	\$ 38,759
Crystal Falls Parkway Mains	24 inches	\$ 2,039,066.00	8,500	1,904	2,516	4,080	\$ 603,564
Reagan 30" Water Main to Sarita Valley	30 inches	\$ 500,000.00	13,282	5,180	3,055	5,047	\$ 115,000
2243 & CR 269 Distribution Mains	12 inches	\$ 90,866.89	2,125	655	323	1,148	\$ 13,812
East 272 and Reagan Blvd Water Main	12 inches	\$ 866,316.00	2,125	531	616	978	\$ 251,232
Northwest 16" Water Mains	16 inches	\$ 1,360,397.00	3,778	1,118	393	2,267	\$ 141,481
Leander Drive Water Mains	8 inches	\$ 351,452.50	944	189	246	510	\$ 91,378
42" Reagan Main South	42 inches	\$ 2,375,121.00	26,032	17,702	2,603	5,727	\$ 237,512
Leander - Northwest Water Transmission Line	24 inches	\$ 303,115.00	8,500	2,380	1,870	4,250	\$ 66,685
12 & 16" Waterline, Paving and Drainage Capital Improvements	16 inches	\$ 1,567,065.05	3,778	151	76	3,551	\$ 31,341
2243 @ 183A 24in Encasement for 12in WL	12 inches	\$ 151,626.00	2,125	123	81	1,921	\$ 5,762
12-inch WL on Old 2243	12 inches	\$ 303,324.00	2,125	106	64	1,955	\$ 9,100
Hero Way Waterline	12 inches	\$ 845,791.30	2,125	115	361	1,649	\$ 143,785
Palmera Offsite Water	12 inches	\$ 16,927.87	2,125	680	213	1,233	\$ 1,693
Hero Way Gas Station 24" & 12"	12 inches	\$ 73,719.40	2,125	650	327	1,148	\$ 11,353
Parkway Crossing Offsite Seg. A	12 inches	\$ 8,773.25	2,125	60	876	1,190	\$ 3,615
Parkway Crossing Offsite Seg. B	12 inches	\$ 8,565.00	2,125	60	1,131	935	\$ 4,557
Oak Creek - W. Broade Street Waterline	12 inches	\$ 202,530.00	2,125	425	893	808	\$ 85,063
Oak Creek - South Brook Waterline	12 inches	\$ 232,634.00	2,125	616	489	1,020	\$ 53,506
Travisso CIP 24	24 inches	\$ 2,998,927.78	8,500	4,675	3,825	0	\$ 1,349,518
Travisso CIP 26	16 inches	\$ 274,359.87	3,778	2,078	1,700	0	\$ 123,462
Travisso CIP 27	16 inches	\$ 716,000.00	3,778	2,078	1,700	0	\$ 322,200
Bryson San Gabriel Offsite Water Lines	24 inches	\$ 2,730,000.00	8,500	6,800	1,275	425	\$ 409,500
CR280 Main (Greatwood)	24 inches	\$ 303,115.00	8,500	255	2,125	6,120	\$ 75,779
Liberty Hill Water Transmission Main (Bagdad Rd WTM Ph.1)	16 inches	\$ 502,623.00	3,778	1,096	718	1,965	\$ 95,498
Rancho Sienna	18 inches	\$ 21,283.87	4,781	1,530	1,530	1,721	\$ 6,811
Kauffman Loop Elevated Storage Tank	1.25 MG	\$ 3,133,594.50	12,500	412	8,265	3,823	\$ 2,071,933
Metro Drive Water Line	12 inches	\$ 374,976.00	2,125	510	1,063	553	\$ 187,488
S. West Drive 8" Water Main	8 inches	\$ 33,170.23	944	101	512	331	\$ 17,982
Reagan 42-inch Water Transmission Line (Blockhouse to CFP)	42 inches	\$ 4,849,061.00	26,032	5,727	8,747	11,558	\$ 1,629,284
San Gabriel East Booster Station	12.96 MGD	\$ 10,364,951.00	15,000	637	14,363	0	\$ 9,924,786
San Gabriel Pkwy Main Phase 1 CR270/Reagan	24 inches	\$ 6,697,972.00	8,500	4,930	2,040	1,530	\$ 1,607,513
San Gabriel Parkway Mains Phase 2 Pleasant Hill / CR 270	24 inches	\$ 5,306,555.00	8,500	4,250	2,040	2,210	\$ 1,273,573
San Gabriel Pkwy Main Phase 3 (16-inch)	16 inches	\$ 538,470.00	3,778	2,267	907	604	\$ 129,233
Crystal Falls Ground Storage Tank #2	1 MG	\$ 2,127,527.25	10,000	753	8,645	602	\$ 1,839,247
CR269 / Hero Way Water Line Improvements Project (Phase 1 & 2)	12 inches	\$ 684,603.96	2,125	183	752	1,190	\$ 242,350
Broade Street	12 inches	\$ 173,041.03	2,125	723	595	808	\$ 48,451
Grand Mesa Subdivision	8 inches	\$ 11,640.00	944	113	491	340	\$ 6,053
Fire Station No. 4 Water Line	8 inches	\$ 115,265.00	944	283	416	246	\$ 50,717
Total							\$ 36,386,394

Table 7: Previous Wastewater Improvements

Infrastructure Element	Final Construction Cost	Size/Capacity	Current Flow	2023-2032 Growth	Post 2032 Growth	Cost Attributed to 2023-2032 Development
Leander WWTP	\$ 13,071,825.00	2.25 MGD	2.25	0.00	0.00	\$ -
Travisso WWTP	\$ 1,477,300.00	0.25 MGD	0.25	0.00	0.00	\$ -
Brushy Creek Regional WWTP	\$ 12,000,000.00	1.50 MGD	1.70	0.00	0.00	\$ -
Brushy Creek Regional System Interceptor	\$ 10,800,000.00	5.50 MGD	1.70	1.78	2.02	\$ 3,495,273
Cedar Park - Brushy Creek Int. Reimburse.	\$ 9,200,000.00	5.50 MGD	1.70	1.78	2.02	\$ 2,977,455
N. Brushy Creek Int. Seg. 1 (27")	\$ 100,000.00	6,089 MGD	3,498	2,591	0	\$ 42,552
N. Brushy Creek Int. Seg. 2/3 (21"/21")	\$ 1,297,792.00	3,115 gpm	2,151	964	0	\$ 401,628
Block House Creek Int. Seg. 1, 2, 3 (30", 30")	\$ 3,474,897.60	17,606 gpm	3,652	1,899	12,055	\$ 374,806
Block House Creek Int. Seg. 4, 5 (27", 24")	\$ 790,718.40	3,515 gpm	3,006	509	0	\$ 114,502
Block House Creek Int. Seg. 6 (24")	\$ 376,710.00	8,950 gpm	2,360	1,329	5,261	\$ 55,938
Block House Creek Int. Seg. 7 (24")	\$ 1,506,200.00	5,699 gpm	2,037	1,187	2,475	\$ 313,715
Block House Creek Int. Seg. 12 (15")	\$ 1,270,000.00	2,925 gpm	1,067	760	1,098	\$ 329,983
Brushy Creek Int. Seg. 1 (36")	\$ 1,696,764.96	18,122 gpm	1,733	2,361	14,028	\$ 221,061
Brushy Creek Int. Seg. 2 (36")	\$ 1,131,176.64	9,272 gpm	1,383	1,890	5,999	\$ 230,578
Palmera Ridge Offsite Wastewater	\$ 1,203,306.62	1,549 gpm	280	377	892	\$ 292,864
Stewart Crossing Offsite Wastewater	\$ 29,824.17	1,349 gpm	70	94	1,185	\$ 2,078
Marbella Offsite Wastewater	\$ 113,589.53	1,349 gpm	70	94	1,185	\$ 7,915
N Brushy WW Interceptor	\$ 2,356,617.66	7,806 gpm	1,383	1,890	4,533	\$ 570,588
Parkway Crossing Offsite Seg. A	\$ 6,667.50	7,225 gpm	3,974	3,251	0	\$ 3,000
Parkway Crossing Offsite Seg. B	\$ 11,544.75	3,333 gpm	1,667	1,667	0	\$ 5,772
Travisso CIP 5 - Crystal Falls LS	\$ 789,427.62	700 gpm	455	245	0	\$ 276,300
Travisso CIP 6 - Crystal Falls FM	\$ 137,497.68	700 gpm	315	385	0	\$ 75,624
Travisso CIP 8 - 15-inch GM	\$ 354,596.18	5,430 gpm	2,444	2,987	0	\$ 195,028
Travisso CIP 9 - 12-inch GM	\$ 195,778.53	972 gpm	389	583	0	\$ 117,467
Crescent North Interceptor	\$ 378,120.00	2,049 gpm	922	1,127	0	\$ 207,966
Crescent South Interceptor	\$ 489,200.00	383 gpm	153	230	0	\$ 293,520
Totals						\$ 10,605,613

Proposed Improvements

The proposed improvements to the water and wastewater systems are summarized in **Table 8** and **Table 9**, respectively. The improvements for each system are shown graphically in **Exhibit 3** and **Exhibit 4**. Inflation of the construction costs, based on the estimated year of construction, has been incorporated at a rate of three percent (3%) per year. The capacity of each proposed improvement used before, during, and after the study period has been determined and the adjusted construction cost calculated. The adjusted cost for each project during the study period has been included in the maximum allowable impact fee.

Credit Calculation

In order to account for the fact that customers rate payments include amounts used to retire debt, the impact fee calculation must include a determination of the remaining debt service payback for existing users. **Table 10** and **Table 11** show the credit calculation for the water system and wastewater system, respectively. A bonding cost of 1.5% was added to the capital costs for future projects to account for costs associated with the bond attorney and publishing. The total debt principal remaining per current LUEs for the water system is \$1,633.21 and for the wastewater system is \$173.24. These are the credits for each system that must be included in the impact fee calculation to represent the rate payments of future customers that will service the debt of the utilities.

Table 8: Water System Improvements

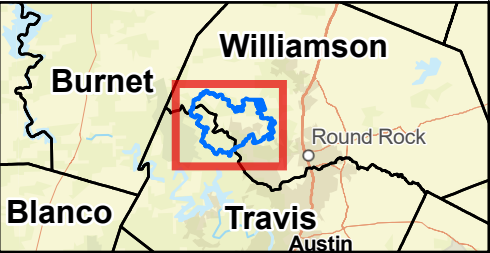
Project Number	Description	Estimated Construction Cost (2023 Dollars)	Expected Completion Date	Construction Cost Adjusted for Year (I = 3%)	Size	LUE Capacity	Capacity Used Prior to 2023	Cost Attributed to Development Prior to 2023	Capacity for 2023-2032 Development	Adjusted Cost Attributed to 2023-2032 Development	Excess Capacity for Development Beyond 2032	Adjusted Cost for Development Beyond 2032
1	RM 2243 - Phase 1	\$ 5,066,748.00	2025	\$ 6,418,404.78	16 inches	3,778	0	\$ -	2,471	\$ 4,197,637	1,307	\$ 2,220,768
2	BCRUA Deep Water Intake - Leander Share	\$ 92,000,000.00	2027	\$ 123,640,306.90	95 MGD	109,954	0	\$ -	15,943	\$ 17,927,845	94,010	\$ 105,712,462
2A	BCRUA Phase 1D	\$ 16,836,100.00	2025	\$ 21,327,467.77	5 MGD	5,787	0	\$ -	5,787	\$ 21,327,468	0	\$ -
3	San Gabriel Elevated Storage Tank	\$ 9,523,160.00	2024	\$ 11,712,285.60	1.5 MG	15,000	0	\$ -	12,210	\$ 9,533,800	2,790	\$ 2,178,485
4	Ronanld Reagan Ground Storage Tank and Pump Stator	\$ 38,216,697.00	2026	\$ 49,864,121.42	17.5 MGD	20,255	0	\$ -	18,918	\$ 46,573,089	1,337	\$ 3,291,032
5	Travisso Elevated Storage Tank	\$ 21,398,712.00	2027	\$ 28,758,079.55	1.25 MG	12,500	0	\$ -	10,500	\$ 24,156,787	2,000	\$ 4,601,293
6	Sandy Creek WTP Residuals & Treatment Module	\$ 21,529,150.00	2025	\$ 27,272,483.10	2 MGD	3,145	0	\$ -	1,887	\$ 16,363,490	1,258	\$ 10,908,993
7	Lakeline Boulevard Mains – Phase 1	\$ 2,300,000.00	2025	\$ 2,913,571.19	8 inches	944	0	\$ -	514	\$ 1,584,983	431	\$ 1,328,588
8	Terminus High Zone Pump Station, Ground Storage Tank, and Pipeline	\$ 15,525,000.00	2026	\$ 20,256,603.68	24 inches	8,500	0	\$ -	8,500	\$ 20,256,604	0	\$ -
9	Greatwood South/Hilltop Ranch	\$ 1,432,021.00	2026	\$ 1,868,462.60	16 inches	3,778	0	\$ -	2,524	\$ 1,248,133	1,254	\$ 620,330
10	Leander Estates/Sullivan Tract	\$ 2,291,232.00	2026	\$ 2,989,538.07	16 inches	3,778	0	\$ -	2,629	\$ 2,080,718	1,148	\$ 908,820
11	Flying K Ranch (Phase 1)	\$ 3,992,398.00	2026	\$ 5,209,173.85	16 inches	3,778	0	\$ -	1,587	\$ 2,187,853	2,191	\$ 3,021,321
12	Bagdad (Phase 1)	\$ 6,411,977.00	2026	\$ 8,366,175.64	24 inches	8,500	0	\$ -	6,613	\$ 6,508,885	1,887	\$ 1,857,291
13	Bagdad (Phase 2)	\$ 5,169,157.00	2026	\$ 6,744,577.44	24 inches	8,500	0	\$ -	8,160	\$ 6,474,794	340	\$ 269,783
14	183A North Extension	\$ 2,117,654.00	2026	\$ 2,763,058.15	8 inches	944	0	\$ -	729	\$ 2,133,081	215	\$ 629,977
15	SH 29 Waterline	\$ 3,263,269.00	2026	\$ 4,257,825.88	12 inches	2,125	0	\$ -	514	\$ 1,030,394	1,611	\$ 3,227,432
16	Hero Way East	\$ 2,187,085.00	2027	\$ 2,939,259.35	12 inches	2,125	0	\$ -	47	\$ 64,664	2,078	\$ 2,874,596
17	CR 175 (Phase 1)	\$ 4,066,938.00	2027	\$ 5,465,624.59	16 inches	3,778	0	\$ -	3,778	\$ 5,465,625	0	\$ -
18	Northline Water	\$ 4,651,457.00	2027	\$ 6,251,169.25	12 inches	2,125	0	\$ -	1,190	\$ 3,500,655	935	\$ 2,750,514
19	Raider Way Waterline	\$ 857,477.00	2027	\$ 1,152,377.39	8 inches	944	0	\$ -	518	\$ 631,503	427	\$ 520,875
20	San Gabriel Parkway Waterline	\$ 772,424.00	2027	\$ 1,038,073.27	16 inches	3,778	0	\$ -	2,123	\$ 583,397	1,655	\$ 454,676
21	Leander Springs Waterline	\$ 923,437.00	2027	\$ 1,241,022.11	12 inches	2,125	0	\$ -	238	\$ 138,994	1,887	\$ 1,102,028
22	Ronanld Reagan Pump Station (Phase 2)	\$ 16,432,643.00	2028	\$ 22,746,621.03	7.5 MGD	8,681	0	\$ -	7,830	\$ 20,517,452	851	\$ 2,229,169
23	San Gabriel West Pump Station and Waterlines - Phase 1	\$ 10,909,387.00	2029	\$ 15,554,177.28	2.3 MGD	2,662	0	\$ -	1,981	\$ 11,572,308	681	\$ 3,981,869
24	Flying K Ranch (Phase 2)	\$ 1,961,434.00	2030	\$ 2,880,431.96	8 inches	944	0	\$ -	357	\$ 1,088,803	587	\$ 1,791,629
25	Lakeline (Phase 2)	\$ 6,391,147.00	2030	\$ 9,385,614.84	16 inches	3,778	0	\$ -	1,383	\$ 3,435,135	2,395	\$ 5,950,480
26	CR 281 Waterlines	\$ 2,721,705.00	2031	\$ 4,116,823.02	12 inches	2,125	0	\$ -	1,976	\$ 3,828,645	149	\$ 288,178
27	Northwest Waterlines	\$ 4,252,665.00	2024	\$ 5,230,241.54	12 inches	2,125	0	\$ -	587	\$ 1,443,547	1,539	\$ 3,786,695
28	Edgewood Phase 1 Water Oversizing	\$ 384,377.00	2024	\$ 472,735.23	12 inches	2,125	0	\$ -	893	\$ 198,549	1,233	\$ 274,186
29	BCRUA Regional WTP Phase 2A Expansion	\$ 25,000,000.00	2027	\$ 33,597,909.48	12 MGD	18,871	0	\$ -	15,934	\$ 28,369,041	2,937	\$ 5,228,869
30	West Northwest Waterlines	\$ 6,052,500.00	2027	\$ 8,134,053.89	16 inches	3,778	0	\$ -	2,040	\$ 4,392,389	1,738	\$ 3,741,665
	Cost Totals	\$ 334,637,951		\$ 444,568,270				\$ -		\$ 268,816,267		\$ 175,752,003

Table 9: Proposed Wastewater Improvements

Project Number	Description	Expected Completion Date	Estimated Construction Cost (2023 Dollars)	Construction Cost Adjusted for Year (I = 3%)	Capacity/Size		Current Flow	Cost Attributed to Development Prior to 2023	2023-2032 Growth	Adjusted Cost Attributed to 2023-2032 Development	Post 2032 Growth	Cost for Development Beyond 2032
1	Falcon Oaks WW Improvements (MC Seg 13)	2023	\$ 7,160,000.00	\$ 7,160,000	291	gpm	0	\$ -	282	\$ 6,938,557	9	\$ 221,443
2	S. Brushy Creek Int. Seg. 1 (21")	2027	\$ 3,281,282.00	\$ 3,693,112	1751	gpm	0	\$ -	630	\$ 1,328,761	1121	\$ 2,364,351
2	S. Brushy Creek Int. Seg. 2 (18")	2023	\$ 3,139,955.00	\$ 3,139,955	2274	gpm	0	\$ -	1,366	\$ 1,886,182	908	\$ 1,253,773
3	N. Brushy Creek Int. Seg. 1 (33")	2027	\$ 3,281,282.00	\$ 3,693,112	4308	gpm	0	\$ -	2,602	\$ 2,230,612	1706	\$ 1,462,500
3	N. Brushy Creek Int. Seg. 2 (30")	2027	\$ 4,070,720.00	\$ 4,581,631	4909	gpm	0	\$ -	3,365	\$ 3,140,597	1544	\$ 1,441,035
4	N. Brushy Creek Int. Seg. 3 (30")	2025	\$ 3,200,000.00	\$ 3,394,880	4909	gpm	0	\$ -	3,161	\$ 2,186,029	1748	\$ 1,208,851
5	N. Brushy Creek Int. Seg. 4 (27")	2025	\$ 3,800,000.00	\$ 4,031,420	5473	gpm	0	\$ -	3,944	\$ 2,905,156	1529	\$ 1,126,264
6	N. Brushy Creek Int. Seg. 5 (24")	2024	\$ 1,251,944.00	\$ 1,289,502	3578	gpm	0	\$ -	2,082	\$ 750,348	1496	\$ 539,155
7	N. Brushy Creek Int. Seg. 6 (21")	2029	\$ 2,621,866.00	\$ 3,130,645	1581	gpm	0	\$ -	531	\$ 1,051,469	1050	\$ 2,079,176
8	Northline Reclaimed Water	2025	\$ 831,375.98	\$ 882,007	944	gpm	0	\$ -	245	\$ 228,911	699	\$ 653,096
9	Northline Sewer	2024	\$ 1,418,282.00	\$ 1,460,830	490	gpm	0	\$ -	400	\$ 1,192,515	90	\$ 268,316
10	Lift Station #2 and 18-inch Force Main - Reconstruction & Expansion	2024	\$ 3,480,000.00	\$ 3,584,400	1150	gpm	0	\$ -	899	\$ 2,802,066	251	\$ 782,334
11	RM 2243 WWTP Lift Station & Relief Main	2024	\$ 6,434,000.00	\$ 6,627,020	2	MGD	0	\$ -	1	\$ 3,313,510	1	\$ 3,313,510
12	Edgewood Wastewater Oversizing	2024	\$ 106,900.20	\$ 110,107	1446	gpm	0	\$ -	375	\$ 28,555	1071	\$ 81,552
13	N. Brushy Creek Int. Seg. 15 (15")	2026	\$ 7,315,959.00	\$ 7,994,346	1742	gpm	0	\$ -	1,318	\$ 6,048,535	424	\$ 1,945,811
14	Travisso Water Reclamation Plant Expansion - Interim Phase II	2023	\$ 3,307,500.00	\$ 3,307,500	0.35	gpm	0	\$ -	0.35	\$ 3,307,500	0.00	\$ -
15	Leander WWTP Expansion	2023	\$ 21,262,500.00	\$ 21,262,500	2.25	MGD	0	\$ -	0.52	\$ 4,914,000	1.73	\$ 16,348,500
16	Brushy Creek Regional WWTP - 2.75 MGD Expansion	2025	\$ 34,000,000.00	\$ 36,070,600	2.75	MGD	0.20	\$ 2,623,316	1.98	\$ 25,970,832	0.77	\$ 10,099,768
17	Travisso WWTP Expansion - Final Phase III	2027	\$ 1,587,600.00	\$ 1,786,858	0.168	MGD	0	\$ -	0.17	\$ 1,786,858	0.00	\$ -
18	Tertiary Filter Addition to East Regional WWTP	2026	\$ 1,025,600.00	\$ 1,120,701	3.846	MGD	0	\$ -	1.98	\$ 576,960	1.87	\$ 543,741
Cost Totals			\$ 105,416,766	\$111,161,126				\$ 2,623,316		\$ 65,649,394		\$ 45,511,732

City of Leander
Williamson County, TX

EXHIBIT 3: WATER
SYSTEM IMPROVEMENTS



- CITY OF LEANDER WATER CCN
- LEANDER ETJ
- COUNTY BOUNDARY
- PARCEL BOUNDARY
- ELEVATED STORAGE TANK
- GROUND STORAGE TANK
- EXISTING PUMP STATION
- PROPOSED WATERLINE
- EXISTING WATERLINE

Pressure Planes

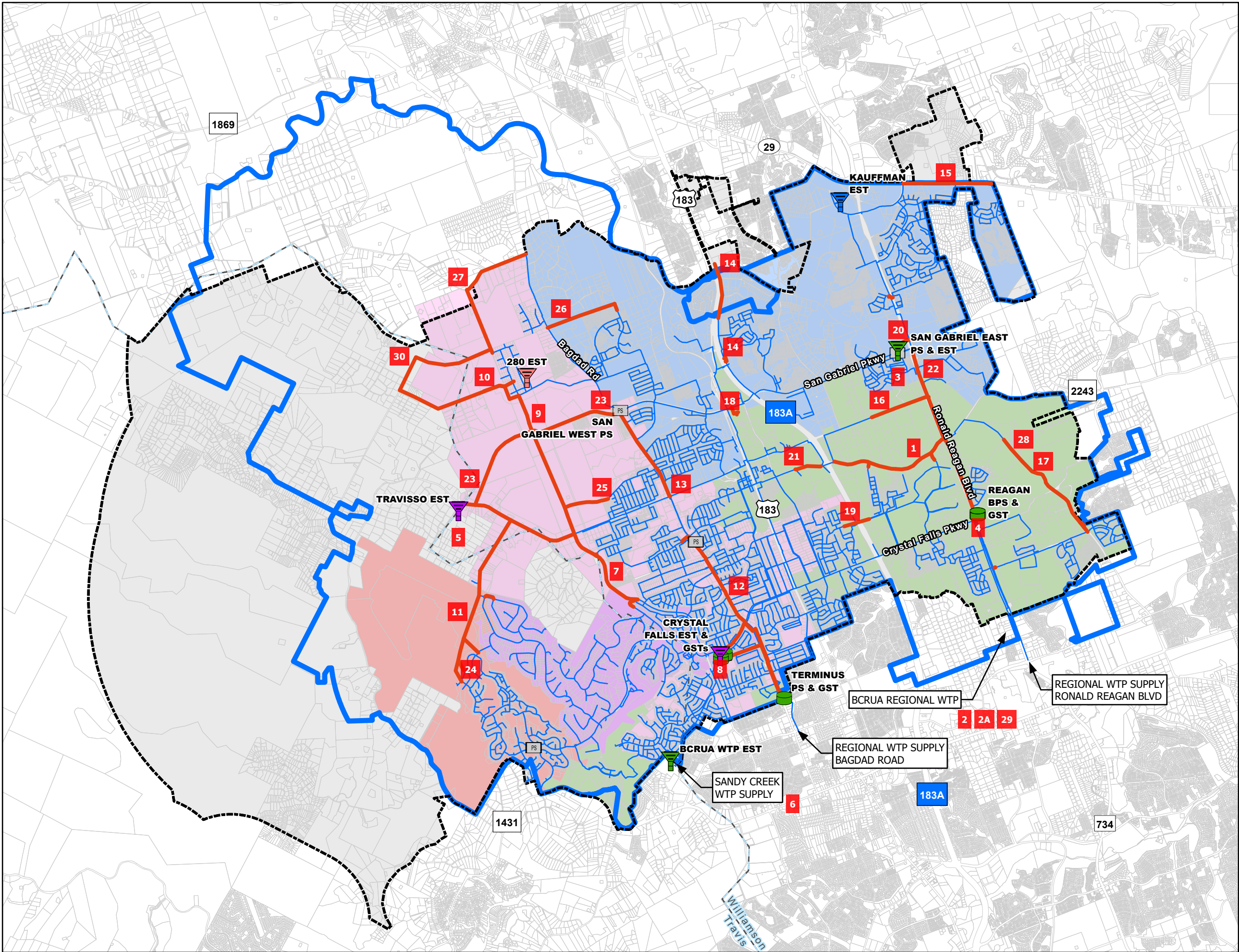
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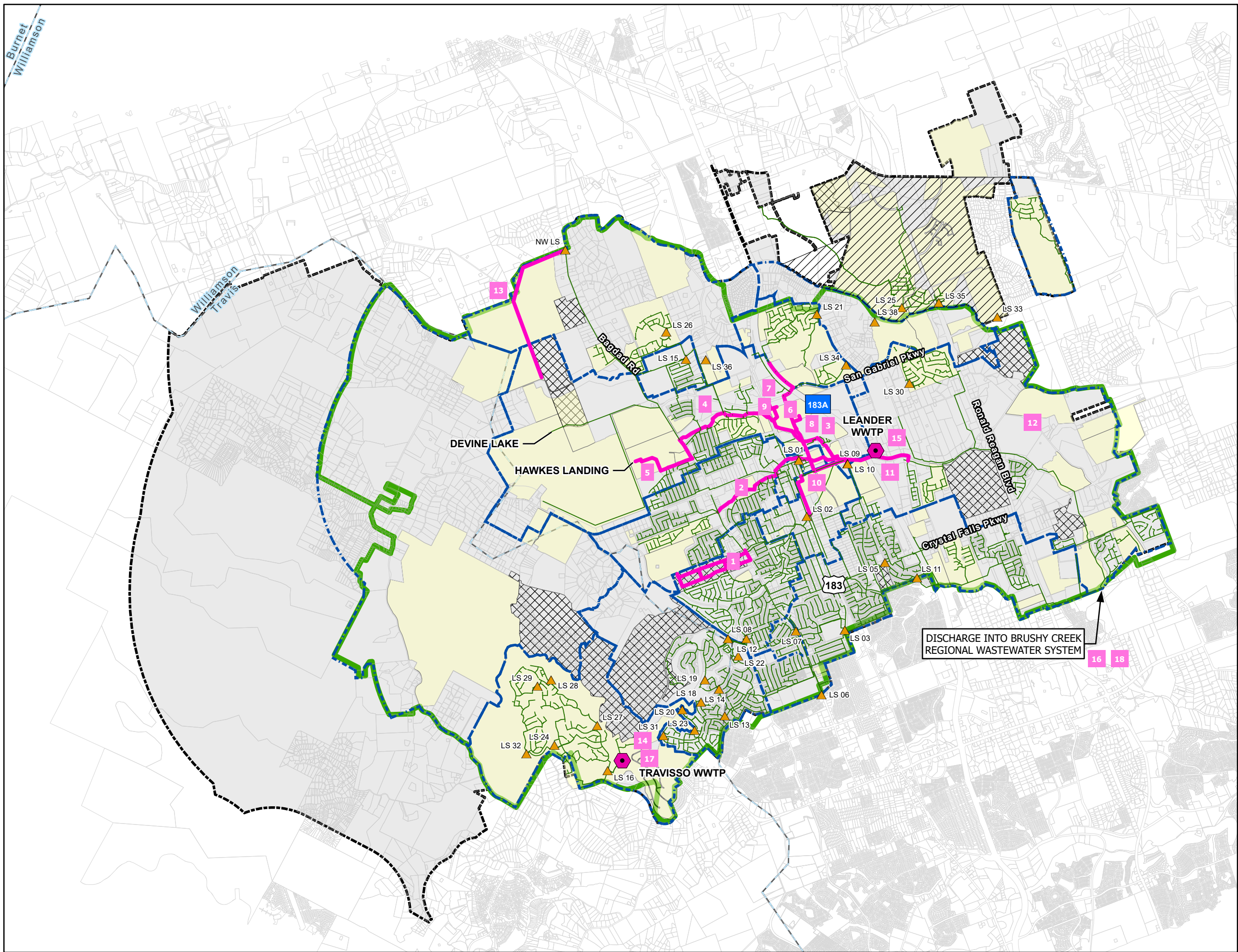
Data Sources:
COL (2023), PUC (2022),
WCAD (2023), KFA (2023)



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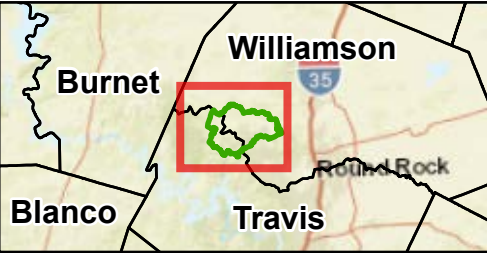
Date: 5/24/2023





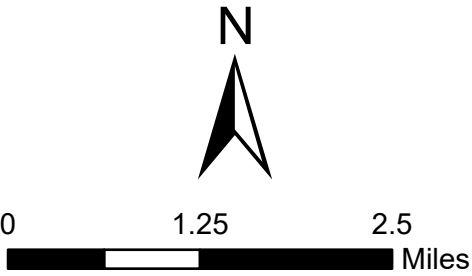
**City of Leander
Williamson County, TX**

**EXHIBIT 4: WASTEWATER
SYSTEM IMPROVEMENTS**



- CITY OF LEANDER SEWER CCN
- LEANDER ETJ
- WASTEWATER BASIN
- SERVED BY LIBERTY HILL
- SEPTIC SYSTEM
- PARCEL BOUNDARY
- UNDEVELOPED TRACT
- WASTEWATER TREATMENT PLANT
- LIFT STATION
- EXISTING WASTEWATER LINE
- PROPOSED WASTEWATER LINE

Data Sources:
COL (2023), PUC (2022),
WCAD (2023) KFA (2023)



Date: 5/24/2023



Table 10: Credit Calculation for Water System

Description	Remaining Principal	Current Utilitization	Total Debt Principal per Current LUE
Existing			
Acquire Leander Water Supply Corp.	\$ 199,295.90	100%	\$ 5.38
Purchase Sandy Creek WTP from LCRA	\$ 31,200,000.00	90%	\$ 759.41
CIP Management (10M Contingency)	\$ 429,920.65	100%	\$ 11.60
Cedar Ridge Apartments	\$ 1,312.33	100%	\$ 0.04
Consultants-Easements, Right-of-ways	\$ 17,789.62	100%	\$ 0.48
Master Water Plan & Model	\$ 411,854.52	100%	\$ 11.11
Ridgmar Waterline	\$ 855,000.00	20%	\$ 4.61
Cedar Park Raw Water Contingency	\$ 1,654,314.25	100%	\$ 44.64
1M Gal Northcreek Elevated Storage Tank	\$ 294,498.01	100%	\$ 7.95
12" & 8" Water Lines on Sonny Drive	\$ 118,820.04	12%	\$ 0.39
12" & 16" Water Lines on Crystal Falls to Southwest	\$ 277,519.36	8%	\$ 0.63
12" Water Line Hwy 183 at CR 272 and FM 2243	\$ 165,273.70	4%	\$ 0.18
12" Water Line at Lacey Dr & Crystal Falls & Sonny	\$ 302,187.77	3%	\$ 0.28
16" Water Line at Hwy 183 at Crystal Falls & 2243	\$ 492,873.65	4%	\$ 0.53
16" Water Line on CR 272	\$ 1,337,318.48	10%	\$ 3.75
8" Water Line on Leander & CR 272 & Hazelwood	\$ 302,861.81	9%	\$ 0.72
NW Booster Pump Station	\$ 556,460.18	38%	\$ 5.66
NW Elevated Storage Tank	\$ 1,287,922.40	57%	\$ 19.67
NW Waterline Improvements	\$ 897,572.50	28%	\$ 6.69
Sandy Creek Water Treatment Plant-increase to 12 MGD	\$ -	81%	\$ -
Raw Water Intake and Transmission Main	\$ -	90%	\$ -
Water Supply - 30" Main	\$ -	90%	\$ -
Brushy Creek Regional Water Treatment Plant - 1C	\$ 12,241,025.27	69%	\$ 228.32
BCRUA Raw Water Transmission Share to Leander	\$ 38,416,505.42	25.3%	\$ 262.35
BCRUA Transmission Share to Leander	\$ 35,672,469.31	25.3%	\$ 243.61
Crystal Falls High Service Pump Station & Elevated Storage Tank	\$ 617,000.00	91%	\$ 15.20
Bagdad High Service Pump Station	\$ -	92%	\$ -
CR 280 Elevated Storage Tank - 1252 Zone	\$ -	64%	\$ -
Distribution Main along Lakeline Blvd	\$ -	62%	\$ -
Crystal Falls Parkway Mains	\$ -	22%	\$ -
Reagan 30" Water Main to Sarita Valley	\$ -	39%	\$ -
2243 & CR 269 Distribution Mains	\$ -	31%	\$ -
East 272 and Reagan Blvd Water Main	\$ -	25%	\$ -
Northwest 16" Water Mains	\$ -	30%	\$ -
Leander Drive Water Mains	\$ -	20%	\$ -
42" Reagan Main South	\$ -	68%	\$ -
Leander - Northwest Water Transmission Line	\$ -	28%	\$ -
12 & 16" Waterline, Paving and Drainge Capital Improvements	\$ -	4%	\$ -
2243 @ 183A 24in Encasement for 12in WL	\$ -	6%	\$ -
12-inch WL on Old 2243	\$ -	5%	\$ -
Hero Way Waterline	\$ -	5%	\$ -
Palmera Offsite Water	\$ -	32%	\$ -
Hero Way Gas Station 24" & 12"	\$ -	31%	\$ -
Parkway Crossing Offsite Seg. A	\$ -	3%	\$ -
Parkway Crossing Offsite Seg. B	\$ -	3%	\$ -
Oak Creek - W. Broade Street Waterline	\$ -	20%	\$ -
Oak Creek - South Brook Waterline	\$ -	29%	\$ -
Travisso CIP 24	\$ -	55%	\$ -
Travisso CIP 26	\$ -	55%	\$ -
Travisso CIP 27	\$ -	55%	\$ -
Bryson San Gabriel Offsite Water Lines	\$ -	80%	\$ -
Liberty Hill Water Transmission Main (Bagdad Rd WTM Ph.1)	\$ -	29%	\$ -
Future			
RM 2243 - Phase 1	\$ 6,514,680.85	0%	0
BCRUA Deep Water Intake - Leander Share	\$ 125,494,911.50	0%	0
San Gabriel Elevated Storage Tank	\$ 11,887,969.88	0%	0
Ronanld Reagan Ground Storage Tank and Pump Station	\$ 50,612,083.24	0%	0
Travisso Elevated Storage Tank	\$ 29,189,450.75	0%	0
Sandy Creek WTP Residuals & Treatment Module	\$ 27,681,570.34	0%	0
Lakeline Boulevard Mains – Phase 1	\$ 2,957,274.75	0%	0
Terminus High Zone Pump Station, Ground Storage Tank, and Pipelin	\$ 20,560,452.73	0%	0
Greatwood South/Hilltop Ranch	\$ 1,896,489.54	0%	0
Leander Estates/Sullivan Tract	\$ 3,034,381.14	0%	0
Flying K Ranch (Phase 1)	\$ 5,287,311.46	0%	0
Bagdad (Phase 1)	\$ 8,491,668.28	0%	0
Bagdad (Phase 2)	\$ 6,845,746.10	0%	0
183A North Extension	\$ 2,804,504.02	0%	0
SH 29 Waterline	\$ 4,321,693.27	0%	0
Hero Way East	\$ 2,983,348.24	0%	0
CR 175 (Phase 1)	\$ 5,547,608.96	0%	0
Northline Water	\$ 6,344,936.79	0%	0
Raider Way Waterline	\$ 1,169,663.05	0%	0
San Gabriel Parkway Waterline	\$ 1,053,644.36	0%	0
Leander Springs Waterline	\$ 1,259,637.44	0%	0
Ronanld Reagan Pump Station (Phase 2)	\$ 23,087,820.34	0%	0
San Gabriel West Pump Station and Waterlines - Phase 1	\$ 15,787,489.94	0%	0
Flying K Ranch (Phase 2)	\$ 2,923,638.44	0%	0
Lakeline (Phase 2)	\$ 9,526,399.06	0%	0
CR 281 Waterlines	\$ 4,178,575.36	0%	0
Northwest Waterlines	\$ 5,308,695.17	0%	0
Edgewood Phase 1 Water Oversizing	\$ 479,826.26	0%	0
West Northwest Waterlines	\$ 8,256,064.69	0%	0
	Water Outstanding Debt Total		\$ 1,633.21

Table 11: Credit Calculation for Wastewater System

Description	Remaining Principal	Current Utilization	Total Debt Principal per Current LUE
Existing			
Construction, acquisition, improvements to City sewer system	\$ 457,612.00	100%	\$ 12.22
Sewer System Improvements	\$ 138,092.10	100%	\$ 3.69
WWTP Expansion/Sludge Processing	\$ 2,466,654.89	100%	\$ 65.87
Improvements to existing sewer system	\$ 225,963.32	100%	\$ 6.03
Wastewater System Infiltration and Inflow Study	\$ 27,569.36	100%	\$ 0.74
Cedar Park - Brushy Creek Int. Reimburse.	\$ 6,617,256.99	19%	\$ 34.06
Brushy Creek Regional Wastewater System Equity Buy-in	\$ 9,673,792.00	19%	\$ 49.79
Horizon Park Lift Station	\$ 31,674.37	100%	\$ 0.85
Leander WWTP	\$ -	100%	\$ -
Travisso WWTP	\$ -	100%	\$ -
Brushy Creek Regional WWTP	\$ -	113%	\$ -
N. Brushy Creek Int. Seg. 2/3 (21"/21")	\$ -	69%	\$ -
Block House Creek Int. Seg. 1, 2, 3 (30", 30", 27")	\$ -	21%	\$ -
Block House Creek Int. Seg. 4, 5 (27", 24")	\$ -	86%	\$ -
Block House Creek Int. Seg. 6 (24")	\$ -	26%	\$ -
Block House Creek Int. Seg. 7 (24")	\$ -	36%	\$ -
Block House Creek Int. Seg. 12 (15")	\$ -	36%	\$ -
Brushy Creek Int. Seg. 1 (36")	\$ -	10%	\$ -
Brushy Creek Int. Seg. 2 (36")	\$ -	15%	\$ -
Palmera Ridge Offsite Wastewater	\$ -	18%	\$ -
Stewart Crossing Offsite Wastewater	\$ -	5%	\$ -
Marbella Offsite Wastewater	\$ -	5%	\$ -
N Brushy WW Interceptor	\$ -	18%	\$ -
Parkway Crossing Offsite Seg. A	\$ -	55%	\$ -
Parkway Crossing Offsite Seg. B	\$ -	50%	\$ -
Travisso CIP 5 - Crystal Falls LS	\$ -	65%	\$ -
Travisso CIP 6 - Crystal Falls FM	\$ -	45%	\$ -
Travisso CIP 8 - 15-inch GM	\$ -	45%	\$ -
Travisso CIP 9 - 12-inch GM	\$ -	40%	\$ -
Crescent North Interceptor	\$ -	45%	\$ -
Crescent South Interceptor	\$ -	40%	\$ -
Future			
Falcon Oaks WW Improvements (MC Seg 13)	\$ 7,267,400.00	0%	\$ -
S. Brushy Creek Int. Seg. 1 (21")	\$ 3,748,508.48	0%	\$ -
S. Brushy Creek Int. Seg. 2 (18")	\$ 3,187,054.33	0%	\$ -
N. Brushy Creek Int. Seg. 1 (33")	\$ 3,748,508.48	0%	\$ -
N. Brushy Creek Int. Seg. 2 (30")	\$ 4,650,355.69	0%	\$ -
N. Brushy Creek Int. Seg. 3 (30")	\$ 3,445,803.20	0%	\$ -
N. Brushy Creek Int. Seg. 4 (27")	\$ 4,091,891.30	0%	\$ -
N. Brushy Creek Int. Seg. 5 (24")	\$ 1,308,844.85	0%	\$ -
N. Brushy Creek Int. Seg. 6 (21")	\$ 3,177,604.80	0%	\$ -
Northline Reclaimed Water	\$ 895,236.88	0%	\$ -
Northline Sewer	\$ 1,482,742.92	0%	\$ -
Lift Station #2 and 18-inch Force Main - Reconstruction & Expansio	\$ 3,638,166.00	0%	\$ -
RM 2243 WWTP Lift Station & Relief Main	\$ 6,726,425.30	0%	\$ -
Edgewood Wastewater Oversizing	\$ 111,758.81	0%	\$ -
N. Brushy Creek Int. Seg. 15 (15")	\$ 8,114,261.12	0%	\$ -
Travisso Water Reclamation Plant Expansion - Interim Phase II	\$ 3,357,112.50	0%	\$ -
Leander WWTP Expansion	\$ 21,581,437.50	0%	\$ -
Tertiary Filter Addition to East Regional WWTP	\$ 1,137,511.32	0%	\$ -
Wastewater Outstanding Debt Total			\$ 173.24

Maximum Allowable Impact Fees

The impact fee consists of the costs attributable to development during the study period for existing and proposed improvements as well as the allocated impact fee study cost. These costs are then divided by the number of LUEs projected to connect to the systems during the study period.

Utility customers pay for capital improvements in two ways: initially through the up-front impact fee and over the long term through utility rate payments. The law governing impact fee calculation was amended in 2001 to include a credit for this portion of the costs that is paid through rates. This study includes the credit as calculated in **Table 10** and **Table 11**. The credit, along with the costs for existing infrastructure, proposed projects, and the study cost is shown in **Table 12**. Based on this, the maximum allowable impact fee is \$8,762.81 for water, \$2,301.92 for wastewater, which when summed gives a total fee of \$11,064.73. The City of Leander can assess and collect any amount up to these figures.

Table 12: Impact Fee Calculation

Systemwide Impact Fee	Water System	Wastewater System
Existing Improvements	\$36,386,394	\$10,605,613
Proposed Improvements	\$268,816,267	\$65,649,394
Impact Fee Study Cost	\$24,638	\$24,638
Sub-Total	\$305,227,298	\$76,279,645
LUEs Added in 2023-2032	29,360	30,818
Cost per LUE	\$10,396	\$2,475
Credit Calculated	\$1,633.21	\$173.24
Maximum Allowable Impact Fee	\$8,762.81	\$2,301.92

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE
THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW
DEVELOPMENT IN MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL
GOVERNMENTS

SUBCHAPTER A. GENERAL PROVISIONS

...

Sec. 395.058. ADVISORY COMMITTEE. (a) On or before the date on which the order, ordinance, or resolution is adopted under Section [395.042](#), the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the

extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

....



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Conduct a Public Hearing amending the City's building codes by the adoption of Table 1004.1.2 regarding maximum floor area per occupant and Table 1004.5 maximum floor area allowances per occupant, and Section 403.2 from the 2021 International Building Code; adoption of local amendments to the Building Code and Fire Code pertaining to automatic sprinkler systems and animal housing care facilities; and to provide for related matters; Leander, Williamson & Travis Counties, Texas.

- Discuss and consider action on amending the City's building codes as described above.

BACKGROUND:

The City of Leander adopted the 2015 Code Package in April of 2016 as well as several local amendments. This update includes adopting the following Tables and a section of the 2021 International Building Code. The adoption of these tables and section will benefit developers by modifying the requirements for mop sinks and the required number of restrooms based on occupant load.

- Table 1004.1.2 – This table includes the required maximum floor area per occupant.
- Table 1004.5 – This table includes the maximum floor area allowances per occupant.
- Section 403.2 – This section covers the required plumbing fixture count.

UPDATES & LOCAL AMENDMENTS:

1. Removal of Sec. 3.03.032 (5) – Permits are required for fences greater than 6 feet in height.
 - Staff will defer to the Building Code requirements. The Code only requires a permit for fences greater than 8 feet in height.
2. Remove of Sec. 3.03.034 (3) A) & B) – A) A permit is required for an accessory structure if the floor area exceeds 120 square feet. B) A permit is required for a fence greater than 6 feet in height.
 - Staff will defer to the Building Code requirements. The Code only requires a permit for fences greater than 8 feet in height.
3. Update of Sec. 3.03.034 (4) b. to – Wind design – 115 miles per hour (no special topographical effect)
 - The change is from 105 miles to 115 miles per hour.
4. Remove Section 3.03.272 (3) – Non-Metallic Cable (NMC) shall be a minimum of 12-2 fall all branch circuits. 14-2 NMC is prohibited.
 - This change brings the Code into compliance with the House Bill 2439 passed during the 2019 legislative session.
5. Remove Section 3.03.272 (4) - Aluminum wiring is prohibited inside the building. It may be used for service entrance conductors only, unless special exception is given by the building official.
 - This change brings the Code into compliance with the House Bill 2439 passed during the 2019 legislative session.
6. Remove Section 3.03.272 (5) - Refrigerators and freezers shall be installed on a dedicated circuit.
 - The Code is vague and requires that kitchen GFCI shall be provided.
7. Remove the requirement for copper wiring from Section 3.03.302 (i).
 - This change brings the Code into compliance with the House Bill 2439 passed during the 2019

legislative session.

8. Adopt a local amendment regarding Animal Care Facilities to require a fire suppression system for facilities that keep animals overnight.

HISTORY/TIMELINE:

04/21/2016 – Adoption of 2015 Code Package and Local Amendments

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of the update.

PRESENTER:

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

Attachments

1. Building Code Ordinance
2. Fire Code Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING ARTICLE 3.03 OF THE CODE OF ORDINANCES TO ADOPT TABLE 1004.1.2 REGARDING MAXIMUM FLOOR AREA PER OCCUPANT, TABLE 1004.5 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT, AND SECTION 403.2 FROM THE 2021 INTERNATIONAL BUILDING CODE; ADOPTING AMENDMENTS TO SAID CODES; PROVIDING A SEVERABILITY, SAVING CLAUSE, CONFLICTING ORDINANCES CLAUSE, SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the regulation and control of buildings and structures within the City of Leander (the “City”) is necessary and essential to the economic health of the community and the preservation and protection of the public welfare; and

WHEREAS, the City desires to adopt the local amendments set forth in this Ordinance to promote administration of the International Building Code in the City and to further preserve and protect the public health and safety;

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. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this Ordinance are reasonable and necessary to protect the public health, safety and quality of life.

SECTION 2. Amending Section 3.03.001. Section 3.03.001 of the City of Leander Code of Ordinances (the “Code”) is hereby amended to adopt table 1004.1.2 regarding maximum floor area per occupant, table 1004.5 maximum floor area allowances per occupant, and section 403.2 from the 2021 international building code.

SECTION 3. Amendment Section 3.03.032 (5). Section 3.03.032(5) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 4. Amendment Section 3.03.034 (3) A) & B). Section 3.03.034 (3) (A) & (B) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 5. Amendment of Section 3.03.034 (4) (B). Section 3.03.034 (4) (A) & (B) of the City of Leander Code of Ordinances is hereby amended to update the section to read as follows:

(B) Wind design – 115 miles per hour (no special topographical effect)

SECTION 6. Amendment of Section 3.03.272 (3). Section 3.03.272 (3) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 7. Amendment of Section 3.03.272 (4). Section 3.03.272 (4) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 8. Amendment of Section 3.03.272 (5). Section 3.03.272 (5) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 9. Amendment of Section 3.03.302 (i). Section 3.03.302 (i) of the City of Leander Code of Ordinances is hereby amended to remove this section.

SECTION 10. Savings Clause. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting building construction and site development within the City which are pending or 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 11. Severability. It is hereby declared that the section, 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 12. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was 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, *Chapter 551, Texas Government Code*.

SECTION 13. Effective Date. This Ordinance shall take effect immediately upon its approval and passage as required by law and the City Charter.

PASSED AND APPROVED on the 20th day of July, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

ORDINANCE No.

ORDINANCE FOR THE ADOPTION OF THE 2015 INTERNATIONAL FIRE CODE

An **Ordinance** of the **CITY OF LEANDER, TEXAS** adopting the 2015 edition of the International Fire Code, including **Appendices B, C, D, E, F, G, H, I, J and K** save and except the deletions and amendments set forth below, is hereby adopted as the **Fire Code of the CITY OF LEANDER, TEXAS**, regulating and governing the safeguard of life and property from fire and explosion hazards arising from storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises in the **CITY OF LEANDER, TEXAS** providing for the issuance of permits and collection of fees therefore; amending the fire code of the **CITY OF LEANDER** in entirety and all other ordinances and parts of the ordinances in conflict therewith.

The **CITY COUNCIL** of the **CITY OF LEANDER** does ordain as follows:

Section 1. One (1) copy of the 2015 International Fire Code is on file in the office of the **City Secretary** being marked and designated as the, *International Fire Code*, 2015 edition, including **Appendices B, C, D, E, F, G, H, I, J and K**, (see *International Fire Code* Section 101.2.1, 2015 edition); as published by the International Code Council, be and is hereby adopted as the **Fire Code of the CITY OF LEANDER, TEXAS** regulating and governing the safeguard of life and property from fire and explosion hazards arising from storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the **City Secretary** office of the **CITY OF LEANDER, TEXAS** are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. That the following sections are hereby revised:

ADD

"Animal Housing or Care Facility" means facilities used for temporary or permanent housing of animals for the purpose of providing a service, participating in a sport, or for providing general board and care. Animal housing or care facilities do not include animal or pet care by pet owners caring for their own animals at their owned or rented residential property, horse stables, facilities used for equestrian purposes, and these facilities do not include Group U agricultural uses for the care and feeding of the agricultural business owner's own livestock.

"**Constant supervision**" means for Group B Animal Housing or Care Facilities, constant supervision means 24-hour on-site staff that is capable of responding to problems or emergencies that could affect the safety or lives of the animals being housed or cared for.

ADD

"**Animal Housing or Care Facility**" to Group B (Business) classification.

[BG] Business Group B. Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

Animal housing or care facilities, including shelters, breeding, grooming, daycare, hospitals, kennels and pounds.

ADD

903.2.2.2. Animal housing or care facilities. An automatic sprinkler system in accordance with section 903.3 and 903.4 shall be provided in fire areas containing an animal housing or care facility when the animals are **not** provided with **constant supervision**. The following exceptions apply to this requirement:

Exceptions:

1. An automatic sprinkler system is **not** required in animal housing or care facilities serving **50 or fewer animals** where all of the following conditions are met:
 - a. Walls and ceilings have a class a finish as specified in section 803, and
 - b. The facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.
2. An automatic sprinkler system is **not** required in animal housing or care facilities serving **100 or fewer animals** where all of the following conditions are met:
 - a. The facility is of 1-hour fire resistive construction on both sides of the boundary walls of the kennel area and
 - b. Walls and ceilings have a class a finish as specified in section 803, and
 - c. The facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.
3. An automatic sprinkler system is **not** required in animal housing or care facilities where **every animal has immediate and unobstructed access to an exterior** area of safety approved by the fire code official and the facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.

ADD

907.2.2.2 Animal housing or care facilities. Fire areas containing an animal housing or care facility shall be provided with an electronically supervised automatic smoke detection system. In spaces provided with a source of heat or light but otherwise unconditioned, in lieu of smoke detection the alarm system may be activated by quick response heat detectors with a response time index of less than 100 (E.G. RTI CLASSIFICATION OF "QUICK", "ULTRA FAST", "V-FAST").

Exceptions:

1. Smoke detectors and/or quick response heat detectors are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with sections 903.3 and 903.4 and activation of the automatic sprinkler system activates notification appliances as required by Section 907.2.2.2.1.
2. Where animals are provided constant supervision.

AMEND

907.2.2.2.1. Notification appliances shall provide audible and visual alarm signals in office areas and other areas within the fire area where no animals are housed or cared for. Notification appliances within areas where animals are housed or cared for shall provide only visual alarm signals.

AMEND

915.1.1 Where Required. Carbon monoxide detection shall be provided in Group I-1, I-2, I-4, and R occupancies, in Group B fire areas containing an animal housing or care facility, and in classrooms in Group E occupancies in the locations specified in Section 915.2 where any of the conditions in Section 915.1.2 through 915.1.6 exist.

Exceptions:

1. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where there are no communicating openings between the fuel-burning appliance or fuel burning fireplace and the dwelling unit, sleeping unit, room of animal housing or care facility where animals are housed or cared for, or classroom.
2. Carbon monoxide detection shall not be required in dwelling units, sleeping units, animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in one of the following locations:

- a. In an approved location between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, animal housing or care facilities where animals are housed or cared for, or classroom.
- b. On the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace.

AMEND

915.1.2 Fuel-burning appliances and fuel-burning fireplaces. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms that contain a fuel-burning appliance or a fuel-burning fireplace.

AMEND

915.1.3 Forced-air furnaces. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms served by a fuel-burning, forced-air furnace.

Exception:

1. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in the first room or area served by each main duct leaving the furnace, and the carbon monoxide alarm signals are automatically transmitted to an approved location.

AMEND

915.1.4 Fuel-burning appliances outside of dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms located in buildings that contain fuel burning appliances or fuel-burning fireplaces.

Exceptions:

1. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where there are no communicating openings between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.

2. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in one of the following locations:
 - a. In an approved location between the fuels burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.
 - b. On the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace.

AMEND

915.1.5 Private garages. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms in buildings with attached private garages.

Exceptions:

1. Carbon monoxide detection shall not be required where there are no communicating openings between the private garage and the dwelling unit, sleeping unit, room of the animal housing or care facility where animals are housed or cared for, or classroom.
2. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms located more than one story above or below a private garage.
3. Carbon monoxide detection shall not be required where the private garage connects to the building through an open-ended corridor.
4. Where carbon monoxide detection is provided in an approved location between openings to a private garage and dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, or classrooms, carbon monoxide detection shall not be required in the dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, or classrooms.

AMEND

915.3 Carbon Monoxide Detection. Carbon monoxide detection required by Sections 915.1 through 915.2.3 shall be provided by carbon monoxide alarms complying with Section 915.4 or carbon monoxide detection systems complying with Section 915.5. Electronically supervised carbon monoxide detection systems complying with Section 915.5, shall be provided in Group B fire areas containing an animal housing or care facility where animals are not provided with constant supervision.

ADD

1103.1.2 Group B Animal Housing or Care Facilities. Group B occupancies used for the purpose of animal housing or care facilities shall have interior wall and ceiling finishes that comply with Table 803.3 in Chapter 8.

AMEND

1103.7 Fire Alarm Systems. An *approved* fire alarm system shall be installed in existing buildings and structures in accordance with Sections 1103.7.1 through 1103.7.8 and provide occupant notification in accordance with Section 907.5 unless other requirements are provided by other sections of this code.

ADD

1103.7.8 Animal housing or care facilities. An electronically supervised automatic smoke detection system complying with section 907.2.2.2 shall be installed in all fire areas containing an existing Group B Animal housing or care facility without constant supervision.

Section 3. Amendment of Conflicting Ordinances. All City ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein are hereby amended to the extent of such conflict, including but not limited to Ordinance No. 15-042-00. This Ordinance shall amend Article 5.03, City of Leander Code of Ordinances (the “Code”), in its entirety, and the contents of this Ordinance shall appear in Article 5.03 of the Code. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The **CITY COUNCIL** hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby amended as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. This Ordinance shall be effective ten days after publication as required by the City Charter; provided, however, that any Animal Housing or Care Facility in existence on the effective date of this Ordinance will have **18-months from said date** to comply with the applicable requirements of this ordinance.

PASSED AND APPROVED on the 20th day of July, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Discuss and consider action on Tree Removal Case TRP-23-0013 regarding removal of two (2) heritage trees and seven (7) significant trees associated with the VALPS Ronald Reagan Retail Site Development Project located at 17401 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the tree removal request process.

HISTORY/TIMELINE:

07/13/2023 - Planning & Zoning Commission

APPLICANT/AGENT:

Bleyl Engineering (Norma Divine) on behalf of VALPS LC (Arvind Mahendru)

RECOMMENDATION:

Staff recommends approval of the request. The Planning & Zoning Commission recommended ____ during the July 13, 2023 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Location Map
3. Aerial Map
4. Letter of Intent
5. Tree Removal Exhibit
6. Tree Removal Inventory
7. P&Z Draft Minutes



PLANNING ANALYSIS

TREE REMOVAL CASE TRP-23-0013 VALPS RONALD REAGAN RETAIL

GENERAL INFORMATION

Owner/Agent: Bleyl Engineering (Norma Divine) on behalf of VALPS LC (Arvind Mahendru).

Current Zoning: GC-2-B (General Commercial)

Size and Location: The property is located at 17401 Ronald Reagan, including approximately 7.203 acres.

Staff Contact: Cory Dale
Planner

APPLICANT REQUEST

The applicant has submitted a request to remove two heritage trees (a total of 66 caliper inches) and seven significant trees (a total of 152 caliper inches) due to site development improvements on site. Per Composite Zoning Ordinance, Article VI, Section 1(c), removal of heritage and/or significant trees greater than eighteen (18") caliper inches requires the approval of the Planning and Zoning Commission and, in the case of heritage trees, the City Council.

This Commission will also notice, both the arborist report and tree removal exhibit contain a 29 caliper inch live oak (tree 3036) that will be removed without mitigation due to dead/diseased and hazardous designation by the arborist. This tree was included in the arborist report and tree removal exhibit for transparency.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFS-2-B SFR-1-B	Residential
EAST	GC-3-C	Residential
SOUTH	GC-3-B	LCRA Transmission Yard.
WEST	SFS-2-B SFR-1-B	Undeveloped.

SURROUNDING AREA:

This property is located northeast of the intersection of Ronald Reagan and RM 2243. The tract is surrounded to the north and east by large lot residential. To the south is an LCRA Transmission Station and to the west is undeveloped AG land.

PHYSICAL AND NATURAL FEATURES:

This property contains floodplain running along the east side of the tract. The remainder of the tract contains tree cover that is being addressed through the current site development permit submittal (SD-22-0029).

MAJOR CORRIDORS:

This property has access onto Ronald Reagan and FM 2243.

CURRENT LAND USES:

This property is currently undeveloped and being used as agriculture land.

APPROVAL CRITERIA:

The Composite Zoning Ordinance includes the following tree mitigation requirements:

- Up to 50% of significant trees between eight (8") and eighteen (18") caliper inches may be removed without mitigation. The replacement ratio is 1:1.
- Trees 18 to 26 caliper inches may be removed with the approval of the Commission and a replacement ratio of 2:1.
- Heritage Trees (>26) require approval by the Commission and Council, a replacement ratio of 3:1, and a removal fee in the amount of \$300 per caliper inch.

Below, please see the proposed tree removal calculations per the SD-22-0029 VALPS Ronald Reagan Site Development Permit:

TREE CALIPER INCHES					
TREE SIZE (IN CALIPER INCHES)	TOTAL INCHES	SAVE INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" TO 18"	565.5	333	58.9%	246.5	43.6%
>18" TO 26"	258	87.5	33.9%	152	58.9%
SUBTOTAL 8" TO 26"	823.5	420.5	51.1%	398.5	102.5%
>26"	197.5	222.5	112.7%	* 66	33.4%
TOTALS	1021	643	163.7%	464.5	135.9%

TOTAL TREES					
TREE SIZE (IN CALIPER INCHES)	TOTAL TREES	SAVE TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" TO 18"	49	22	44.9%	27	55.1%
>18" TO 26"	12	5	41.7%	7	58.3%
SUBTOTAL 8" TO 26"	61	27	86.6%	34	113.4%
>26"	6	5	83%	* 2	33.3%
TOTALS	67	32	170%	36	146.8%

MITIGATION PLAN: 8'-18"					
TREE SIZE (IN CALIPER INCHES)	>50%	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
8" TO 18"	123.25	123.25	0	0	\$ -

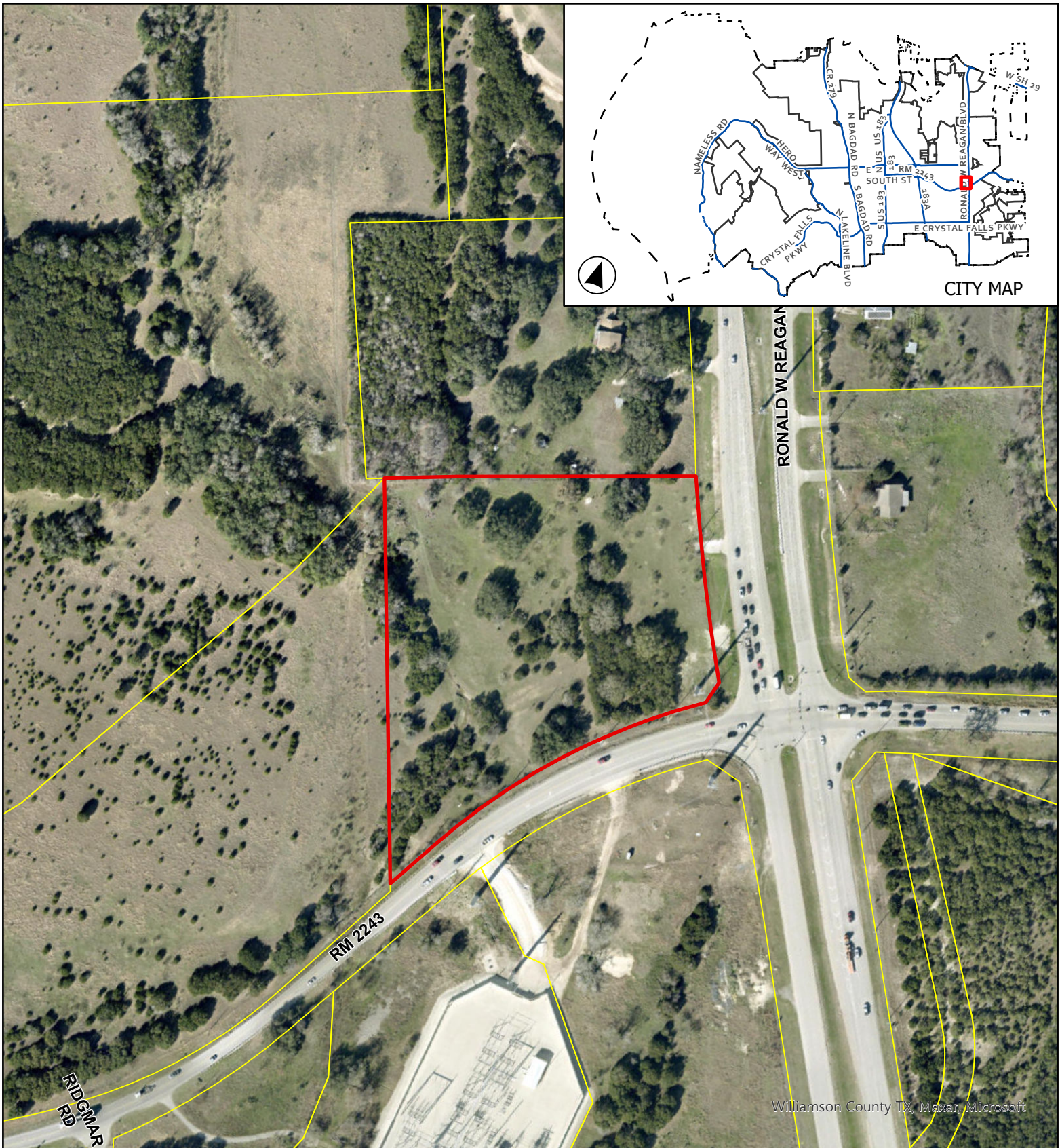
MITIGATION PLAN: >18" - 26" & Heritage Trees					
TREE SIZE (IN CALIPER INCHES)	Removed (Total inches)	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
>18" TO 26"	152	0	304	0	\$ -
>26"	66	0	0	198	\$ -

*TREES THAT ARE CLASSIFIED AS DDI (DEAD/ DISEASED, DANGEROUS OR INTERFERING WITH SAFE INVISIBILITY AT SIGHT TRIANGLE) WILL BE REMOVED WITHOUT BEING INCLUDED IN THE MITIGATION CALCULATIONS.

TREE MITIGATION SUMMARY:

MITIGATION OWNED INCHES:	625.25
MITIGATION EXISTING CREDIT:	953
UNDERSTORY TREE CREDIT:	199
ADJUSTED MITIGATION OWNED:	526.75" SURPLUS

Applicant will pay the \$300 per caliper inch for heritage tree removal (66 caliper inches at \$300 = \$19,800) through the project account. For tree mitigation requirements, the applicant is applying tree preservation and understory credits toward mitigation requirements negating any fee-in-lieu, overplanting or oversized landscaping.



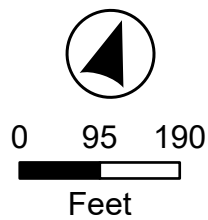
CASE: TRP-23-0013

ATTACHMENT 3

VALPS TREE REMOVAL

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 herein provided.



- Leander City Limits
- Subject Boundary



April 25, 2023

Robin M. Griffin, AICP
Director of Planning
104 N. Brushy Street
Leander, Texas 78641

Re: Significant Tree Removal – Letter of Intent -- UPDATED
17401 Ronald Reagan Blvd
Site Plan Case #SD-22-0029

Please consider this letter of intent and associated Significant Tree Removal Request application and check list for the application for VALPS Ronald Reagan Retail project located at 17401 Ronald Reagan Blvd. The tree removal application is associated with the Site Plan Case #SD-22-0029, currently in review.

This project proposes to remove significant trees that are 18" or larger and heritage trees that are 26" or larger.

Ordinance References:

Zoning Ordinance Article 1 Section 6 Definitions:

Heritage Tree means a living tree that the City desires to preserve to the greatest extent possible. They are those trees identified in the preferred plant list maintained by the Planning Department or the Grow Green Guide that are greater than twenty-six (26) caliper inches. They do not include hackberry, mountain juniper, ash juniper, bois d'arc, cottonwood, chinaberry or sycamore or any other invasive species listed in the Grow Green Guide, except for an unusually large or significant specimen.

Significant Tree means a living tree that the City desires to preserve to the greatest extent possible. They are those trees identified in the preferred plant list maintained by the Planning Department or the Grow Green Guide. They do not include hackberry, mountain juniper, ash juniper, bois d'arc, cottonwood, chinaberry or sycamore, except for an unusually large or significant specimen or any other invasive species listed in the Grow Green Guide.

Article VI Site Standards, Section 1: Landscaping, Tree Preservation and Protection, and Screening Requirements

(c) Tree Preservation and Protection

(5) Removal of Heritage or Significant Trees:

(i) Heritage Tree Removal Permit:

- a. Heritage Trees may be removed only with the approval of a Heritage Tree Permit and after the required mitigation has been provided.
- b. The Planning & Zoning Commission shall review all applications for Heritage Tree removal permits and make a recommendation for approval or denial to the City Council which shall have final authority to issue the permit.
- c. Approval of removal permits shall be based on the following:
 - 1) Tree size/number of trunks;
 - 2) Tree health and viability;
 - 3) Tree location;
 - 4) Other Significant and Heritage Trees to be preserved on site; and

5) Whether all reasonable efforts have been made to design the project in a way to preserve Significant and Heritage Trees on site.

(ii) Significant Tree Removal Permit:

- a. The Director of Planning may issue a tree removal permit for the removal of Significant Trees to the owner of a property that is zoned or otherwise authorized and actively used for agricultural purposes if it is demonstrated that the tree removal is for a legitimate agricultural purpose. The tree mitigation requirements of this ordinance shall not apply to such permits. If the property is rezoned or otherwise converted to a non-agricultural use within three years of the issuance of the tree removal permit the owner of the property shall be required to meet the tree mitigation requirements of this ordinance.
- b. Removal of Significant Trees greater than eighteen (18) caliper inches requires the approval of the Planning & Zoning Commission or the approval of an alternative tree preservation plan as described in this ordinance for projects other than single-family or two-family.

(iii) Mitigation for removal of a Heritage or Significant Tree:

- a. The removal of Heritage and Significant Trees shall require mitigation using the calculations and procedures defined below. Mitigation may be achieved through credit of existing trees on site, replacement trees planted on site, or payment-in-lieu of replacement trees if approved by the Planning Director only when on-site replacement is not possible or practical.

- 1) Mitigation shall be required at a 1:1 caliper inch basis for significant trees between eight (8) and eighteen (18) caliper inches.
- 2) Mitigation shall be required at a 2:1 caliper inch basis for significant trees greater than eighteen (18) caliper inches and less than twenty-six (26) caliper inches.
- 3) Mitigation shall be required at a 3:1 caliper inch basis for Heritage Trees and a mitigation fee in the amount of \$300.00 per caliper inch removed.
- 4) If payment in lieu of replacement trees is approved by the Planning Director, the fee shall be equal to one hundred fifty dollars (\$150.00) per caliper inch of replacement tree.

b. Replacement Trees:

- 1) Replacement Trees shall be a minimum of two (2) inches in caliper measured four (4) feet above finished grade immediately after planting. A list of recommended replacement trees shall be maintained by the Department of Planning and shall include those trees listed in the Grow Green Guide.
- 2) A minimum pervious area three (3) feet in radius, and not less than fifty percent (50%) of the calculated drip line area is required around the trunks of all existing and proposed trees. The radius of a drip line area is calculated as the trunk caliper times twelve. (Example: An eight-inch caliper tree has a drip line of eight feet in radius.)
- 3) Existing hardwood trees less than the size required for replacement and greater than or equal to two inches in caliper, and existing hardwood trees between 8" and 18" to an extent greater than 50% of the total caliper inches that are retained during construction in healthy condition may be counted toward replacement requirements as well as toward planting requirements.

The City of Leander ordinances with respect to tree removal process and approval can be summarized as follows:

<u>Tree Size</u>	<u>Tree Classification</u>	<u>Action Required to Remove</u>	<u>Mitigation</u>	<u>Notes</u>
0" to 8"	Significate Tree	No Action required		
8" to 18"	Significate Tree	Must Save 50%	1:1 Mitigation	
18" to 26"	Significant Tree	Planning Commission Approval	2:1 Mitigation	Tree indicated with "P"
26" and larger	Heritage Tree	City Council Approval	3:1 Mitigation	Tree indicated with "H"

Hereafter, trees that require Planning Commission approval to remove will be referred to as a "PC Tree".

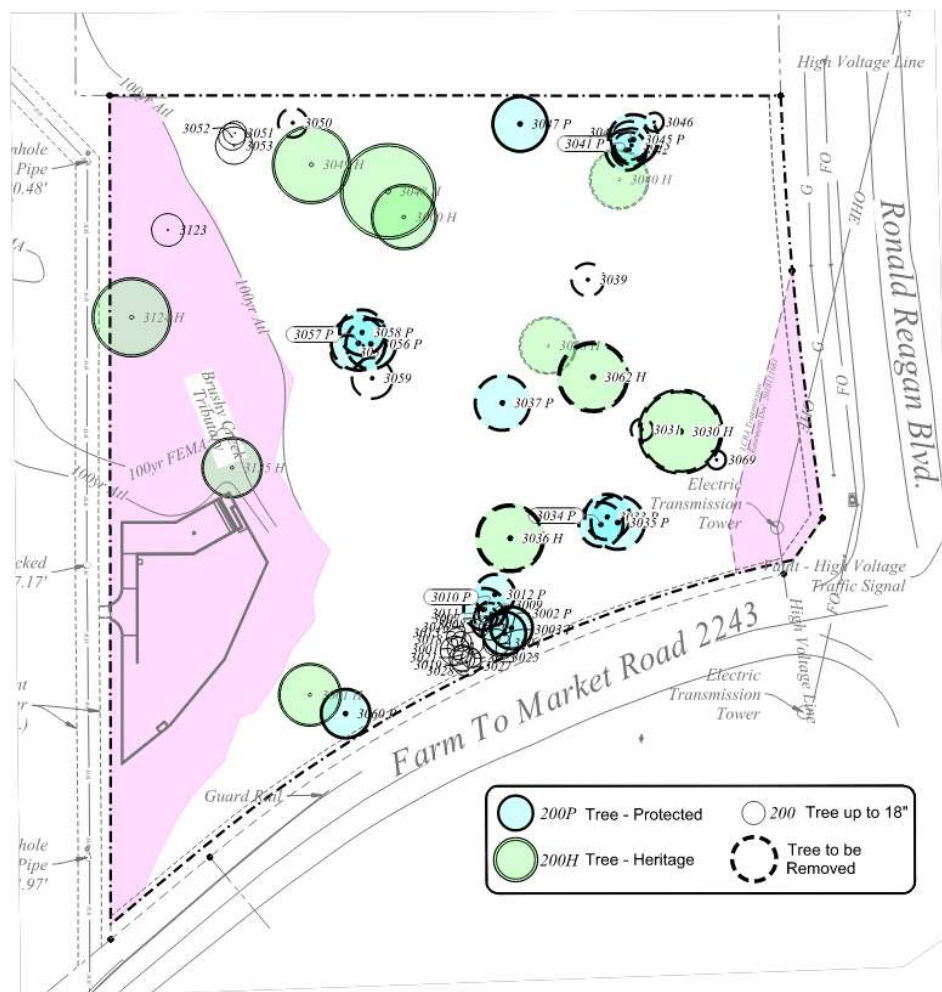
Existing Conditions:

The project site is located at the northwest intersection of FM 2243 and Ronald Reagan Boulevard. The project site consists of a 7 acre single lot and is zoned General Commercial (GC-2-B). The site has slopes originating along Ronald Reagan that slope down to the waterway and floodplain along the western boundary of the lot. There is a FEMA floodplain along the eastern property line and a large LCRA transmission power line easement along the western property line.

Every tree was evaluated by the Tree Man Solution's Joe Zaniwski, a registered tree arborist. The tree arborist report, dated 3/6/2023, reflects the conditions of each tree after the ice storm event that occurred at the end of January and first week of February 2023. Any trees that were evaluated as "very poor" condition due to disease can be removed without mitigation but are included in this application per CZO Article VI, Section 1(c)(2)(i through iii).

The site has some open areas with live oaks, post oaks and cedar elm trees spread throughout the lot with the exception of only three cluster grouping of trees. There are 58 significant trees on the project site. 16 of the 58 trees are either Planning Commission (PC) trees or heritage trees. The site has 6 heritage and 12 PC Trees. There are 929.5 caliper inches of trees on the project site.

Over 3 acres of the 7 acre lot are covered by either easements or tree drip-lines. The following image depicts the impact on the project site with the LCRA/Drainage easements in pink, heritage trees in green and PC trees in blue.



The Tree Mann tree report was utilized to plan the best way to proceed with the project land plan in conjunction with the project architect and landscape architect. The resulting plan is depicted below with the same easements and tree locations overlaid.



Proposed Site Pan/Tree Impact Exhibit

The following is a summary of each Heritage Tree and PC tree that is proposed to be removed. Please refer to the Tree Mann full report for more details, assessments, and photographs of each tree.

Proposed Removal of Heritage Tree Summary:

Tree #3030 - a 36" heritage post oak - was found to be in fair condition. It exhibited an upright structure with a moderately extensive canopy. This tree could have been a fair preservation candidate (although post oaks are less tolerant of construction damage than other heritage species), but it restricted the reasonable use and ability to design a contiguous building on the site due to its location immediately at the corner of the project site just outside of the LCRA transmission easement.

Tree #3036 is a 29" heritage post oak that was found to be considered a DDI (dead, diseased, imminent hazard) tree due to observed defects. The tree exhibited a large cavity and column of decay throughout the trunk. This tree is recommended for removal regardless of its classification and per CZO Article VI, Section 1(c)(2)(I through iii), trees meeting this exception are not required to be mitigated but are included with this tree removal permit application.

Tree #3062 is a 30" heritage post oak that is in low fair condition. The tree exhibits an upright form and canopy but did have significant competition around it with other trees. Post storm reinspection yielded moderate storm damage (2x ~8-10" branch failures on W and NW sides). This tree is not an ideal preservation candidate. This tree could have been a fair preservation candidate but post oaks are less tolerant of construction damage than other heritage species. This tree poses restricted reasonable use and ability to design a contiguous building due to its location being in the middle of the proposed building.

Proposed Removal of PC Tree Summary:

Tree #3010 is an 18" live oak that was found to be in fair condition due to impacts of competing canopies as it is grouped together with 9 other classified trees. The structure was acceptable, but the overall canopy was only 50% of its potential without competition. The tree has been utility pruned on the NE side and will continue to be limited due to the proximity to overhead utilities.

Tree #3033 is a 19.5" post oak that was found to be in fair condition due to impacts of competing canopies as it is grouped together with 2 other classified trees. The structure was somewhat objectionable due to the 2 stem trunk union, and the overall canopy was only 50% of its potential without competition. The location of this tree and its partners in the same space is in the middle of the proposed fire lane for the retail building and therefore cannot be preserved.

Tree #3037 is a 23.5" post oak that was found to be in poor to fair condition with only 25% potential canopy (heavily reduced to competition and dieback), and it had extensive deadwood accumulation. The tree exhibited poor vigor, trunk damage, and presence of boring insects. This tree must be removed to provide access to the truck loading and dumpster service areas at the rear of the retail building.

Tree #3038 is a 24.5" post oak that is located among other classified trees and has only 50% potential canopy, notable deadwood accumulation, and moderate past storm damage. The tree is located in the middle of the truck loading and dumpster service areas at the rear of the retail building and must be removed to provide access to these required areas.

Tree #3040 is a 25.5" live oak that is in poor condition and is recommended to be removed. Due to the trees competing with 5 other classified trees, the tree has 50% potential canopy, poor structure with significant cavities, significant suckering throughout, and significant vine cover. The tree has an approximately 40% deadwood accumulation and significant dieback. The tree exhibits a moderate amount of storm damage from the recent ice storm. Multiple branches along the main leader have failed. Most of the failures are in the interior canopy. There is a split on the main stem (north) about 12' above grade which is likely to fail in the next year. This tree is located in line with the main driveway to Ronald Reagan and must be removed to provide fire lane access to the rear of the project.

Tree #3056 is a 21.5" live oak that is a poor condition tree that has only 50% potential canopy and notable deadwood accumulation and due to decay at trunk without reaction growth. The extent of internal decay is unknown and structural integrity is suspect. This tree competes with three other trees right at the southeast corner of the proposed medical office building and must be removed to provide for adequate fire lane proximity due to the aerial apparatus fire truck requirements for buildings higher than 35' feet.

Tree #3058 is a 19.5" live oak that is a poor condition tree with only 50% potential canopy and notable deadwood accumulation due to competition and large limbs failing due to recent storm damage. Approximately 3x 4-5" limbs have failed on the NW side of the tree. The tree competes with three other trees at the southeast corner of the proposed medical office building and must be removed to provide for adequate fire lane proximity due to the aerial apparatus fire truck requirements for buildings higher than 35' feet.

The following is a summary of the trees that are proposed to be removed in this application:

Tree #	Species	Size (Inches)	Condition	Action	Notes
3030	Post Oak	36	Fair	Planning Commission and City Council	
3062	Post Oak	30	Fair	Planning Commission and City Council	
3036	Post Oak	29	Very Poor	No Action	Tree is in very poor diseased condition
3040	Live Oak	25.5	Poor	Planning Commission	
3038	Post Oak	24.5	Fair	Planning Commission	
3037	Post Oak	23.5	Fair	Planning Commission	
3056	Live Oak	21.5	Poor	Planning Commission	
3033	Post Oak	19.5	Fair	Planning Commission	
3058	Live Oak	19.5	Poor	Planning Commission	
3010	Live Oak	18	Fair	Planning Commission	

Tree Preservation Strategy

Due to the number of trees that are either significant or heritage that this project proposes to preserve, the developer will employ the Tree Mann Solutions professional arborist team to implement a thorough and proper care plan for preserved trees on site to ensure health and longevity well beyond the scope of the project.

We hope that this letter of intent provides you with an adequate summary of the site tree preservation strategy and removal considerations. Please contact me at any time should you have any questions or concerns.

Regards,



Steven Ihnen, P.E.
Austin Region Manager

Project Name: Valps Ronald Reagan Retail -- Significant Tree Removal

Location: 17401 RONALD W REAGAN BLVD

Case Number: SD-22-0029

Page 7 of 7

Enclosures:

Completed and signed application/checklist.

Map/survey of the subject property identifying the tree proposed for removal.

The Tree Mann Report with photographs of tree(s) in question.

Tree Mitigation Plan

Filing Fee \$1,250

3 Heritage Trees

7 Significate Trees

Fee Calculation

1st Tree \$250

Each additional tree (\$100 x 9)= \$900

Total \$1,150

ORIGINAL LAYOUT SIZE: 24X36
@2023 H:\JOBFILES\VALPS LC\VAL 70365 VALPS RONALD REAGAN RETAIL\04 CADPLOT SHEET\7 DEMOLITION PLAN.DWG 3/27/2023 Laurie Walsh



Tree List (Surveyed March 2022)						
#	City Code	Species	Trunks	Description	Caliper Equivalent	Status
3000	H	Live Oak	1	0	28	
3001		Live Oak	1	0	12.5	
3002	P	Live Oak	1	0	18	
3003	P	Live Oak	1	0	18.5	
3004		Live Oak	1	0	8.5	
3005		Live Oak	1	0	11	
3006	O	Cedar Elm	1	0	8	0
3007		Live Oak	1	0	10.5	
3008	M	Live Oak	>1	1	15.5	Removed
3009		Live Oak	1	1	11	Removed
3010	P	Live Oak	1	1	18	Removed
3011		Live Oak	1	1	10	Removed
3012		Live Oak	1	1	11.5	Removed
3012.1		Live Oak	1	1	11.5	
3016	M	Live Oak	>1	0	8.5	
3018		Live Oak	1	0	9.5	
3019	M	Live Oak	>1	0	11	
3021		Live Oak	1	0	8	
3023		Live Oak	1	0	9.5	
3025		Live Oak	1	0	11.5	
3027		Live Oak	1	0	8.5	
3028		Live Oak	1	0	12.5	
3030	H	Post Oak	1	1	36	Removed
3031		Cedar Elm	1	1	9.5	Removed
3033	P	Post Oak	1	1	19.5	Removed
3034		Post Oak	1	1	14	Removed
3034.1		Post Oak	1	0	10	0
3035		Post Oak	1	1	16	Removed
3035.1		Post Oak	1	0	14	0
3036	H	Post Oak	1	1	29	Removed
3037	P	Post Oak	1	1	23.5	Removed
3038	P	Post Oak	1	1	24.5	Removed
3039	M	Cedar Elm	>1	1	14	Removed
3040	H	Live Oak	1	1	25.5	Removed
3041	O	Live Oak	1	1	17.5	Removed
3042		Live Oak	1	1	15	Removed
3043		Live Oak	1	1	14.5	Removed
3044		Live Oak	1	1	16.5	Removed
3045		Live Oak	1	1	12.5	Removed
3045.1		Live Oak	1	1	13	
3046		Cedar Elm	1	1	8	Removed
3047	P	Post Oak	1	0	23.5	
3048	H	Live Oak	1	0	41	
3049	H	Live Oak	1	0	33.5	
3050		Cedar Elm	1	1	12.5	Removed
3051		Cedar Elm	1	0	10	
3052		Cedar Elm	1	0	11.5	
3054		Cedar Elm	1	0	16	
3055		Live Oak	1	1	10	Removed
3055.1		Live Oak	1	1	9	
3056	P M	Live Oak	>1	1	21.5	Removed
3057		Live Oak	1	1	15.5	Removed
3057.1		Live Oak	1	1	14.5	
3058	P	Live Oak	1	1	19.5	Removed
3059	M	Cedar Elm	>1	1	17.5	Removed
3060	P	Cedar Elm	1	0	21	
3061	P	Cedar Elm	1	0	25	
3062	H	Post Oak	1	1	30	Removed

H = Heritage

P = PC Protected

M = Multiple

R = ROW

- Site Demolition Notes
1. Install all tree protection fencing as per sheet 8.

2. All demolition within the full critical root zone of preserved trees to be performed with hand tools only.

3. A pre-construction meeting with the Environmental Inspector is required prior to any site disturbance.

4. All abandoned piping is to be plugged.

5. Existing trees on the site are to remain unless noted otherwise.

6. Contractor is to remove all demolished materials from site, and to repair or replace any materials or items designated to remain.

7. Demolition work should be completed prior to any commencement of work on the proposed building.

8. Contractor to remove gas & water meters and return meters to respective utility companies.

9. Contractor to use "Sidewalk Closed" signs during sidewalk closures.

10. Notify contracting officer and arborist before commencement of work which may jeopardize the well-being of any trees to remain.



Tree Legend

3447

Trees to Remain

3268P

Protected Trees

3268H

Heritage Trees

3268

Trees to be Removed

3268P

Protected Trees to be Removed

3268H

Heritage Trees to be Removed

Benchmarks

T.B.M. #1 - Mag Nail in Asphalt
Elevation = 916.18'
GEOID 12B

T.B.M. #2 - Cotton Gin Spindle Found
Elevation = 907.54'
GEOID 12B

N:10,186,483.15
E:3,090,396.15

N:10,186,315.33
E:3,090,444.98

Legal Description

Valps Subdivision, Block A, Lot 1 Acres 7.049
Document #2022109540

The location of all existing utilities shown on these plans has been based upon record information only and may not match locations as constructed. The contractor shall contact Texas 811 for assistance in determining existing utility locations prior to beginning construction. Contractor shall field verify locations of utility crossings prior to beginning construction.

Release of this application does not constitute a verification of all data, information and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not the application is reviewed for Code compliance by City engineers.

0

40'

80'

Scale 1" = 40'

Design: LW, AN

CAD: DM Review: SLI

Project No: VAL 70365

Sheet: 7 of 44

SD-22-0029

Arvind Mahendru
VALPS LC
8010 Muley Drive
Austin, Texas 78759

Prepared For:

BLEYL ENGINEERING

PLANNING • DESIGN • MANAGEMENT

7701 San Felipe Blvd., Ste 200, Austin TX 78729

Texas Firm Registration No. F-678

Tel. 512-454-2400

www.bleylengineering.com

Demolition Plan

VALPS Ronald Reagan Retail

17401 Ronald Reagan Blvd.
Leander, Texas 78641
Williamson County

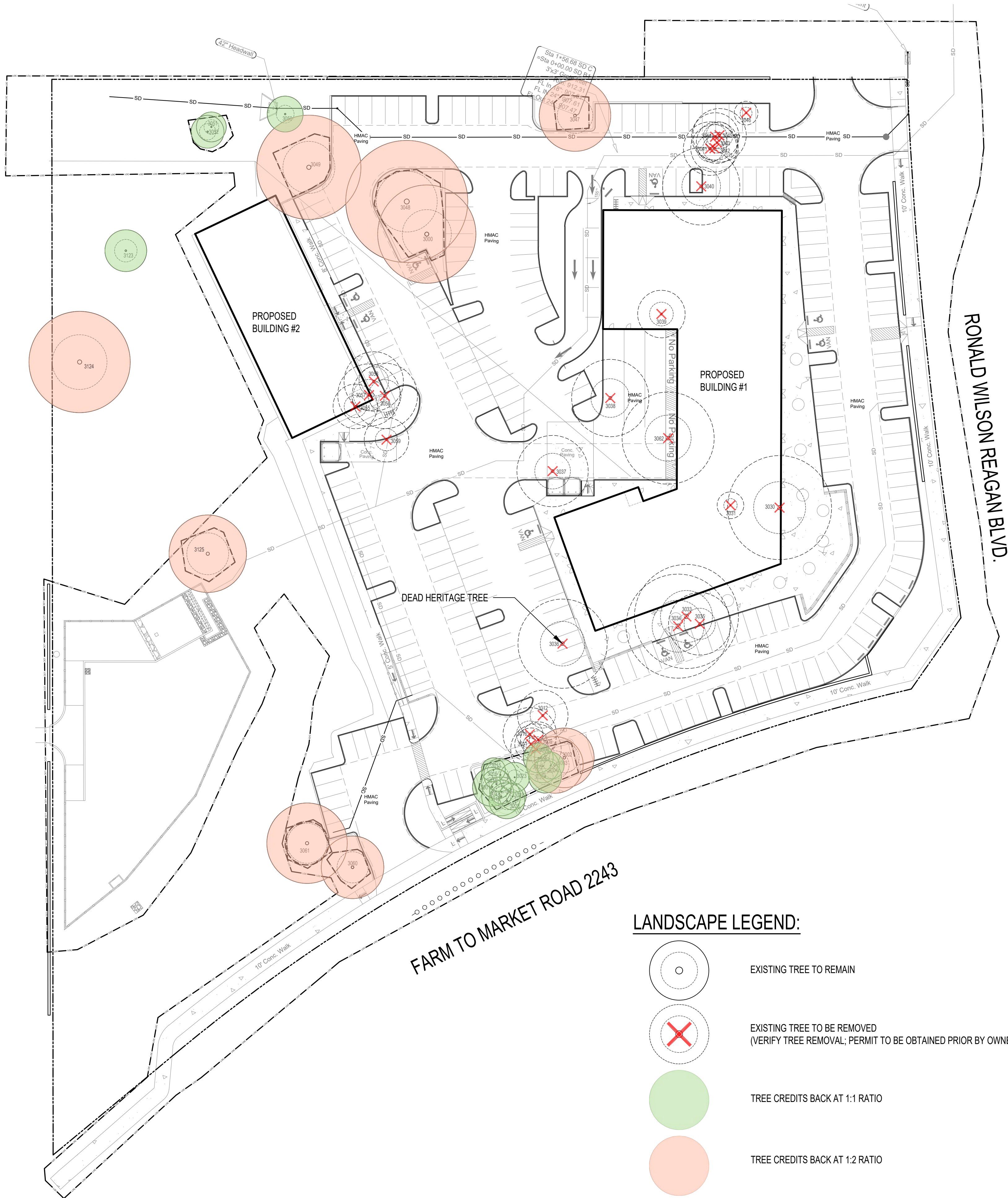
STEVEN L. HINN

REGISTERED PROFESSIONAL ENGINEER

81976

3/27/23

Design: LW, AN
CAD: DM Review: SLI
Project No: VAL 70365
Sheet: 7 of 44
SD-22-0029



LANDSCAPE LEGEND:

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED (VERIFY TREE REMOVAL; PERMIT TO BE OBTAINED PRIOR BY OWNER)
- TREE CREDITS BACK AT 1:1 RATIO
- TREE CREDITS BACK AT 1:2 RATIO
- LIMIT OF CONSTRUCTION
- TREE PROTECTION FENCE
- PROPERTY LINE

FOR TREE PROTECTION FENCING, REFER TO L400 DETAILS.

NOTE: TREES WITH COLOR CODES (GREEN AND PINK) ARE PRESERVED TREES AND WILL BE USED TOWARD EXISTING TREE CREDIT.

TREE INVENTORY:

TREE NO.	TREE SPECIES	DIAMETER	CONDITION	STATUS	MITIGATION RATIO	MITIGATION VALUE	PRESERVED TREE CREDIT RATIO	PRESERVED TREE CREDIT VALUE
3000	LIVE OAK	28	Fair	PRESERVED			2	56
3001	LIVE OAK	12.5	Poor	PRESERVED			1	12.5
3002	LIVE OAK	18	Fair	PRESERVED			2	36
3003	LIVE OAK	18.5	Good	PRESERVED			2	37
3004	LIVE OAK	8.5	Fair	PRESERVED			1	8.5
3005	LIVE OAK	11	Fair	PRESERVED			1	11
3006	CEDAR ELM	8	Poor	PRESERVED			1	8
3007	LIVE OAK	10.5	Fair	PRESERVED			1	10.5
3008	LIVE OAK (M)	15.5	Good	REMOVED	1	15.5		
3009	LIVE OAK	11	Fair	REMOVED	1	11		
3010	LIVE OAK	18	Fair	REMOVED	2	36		
3011	LIVE OAK	10	Poor	REMOVED	1	10		
3012	LIVE OAK (M)	8.5	Fair	REMOVED	1	8.5		
3012.1	LIVE OAK	8.5	Fair	REMOVED	1	8.5		
3016	LIVE OAK (M)	8.5	Poor	PRESERVED			1	8.5
3018	LIVE OAK	9.5	Poor	PRESERVED			1	9.5
3019	LIVE OAK (M)	11	Fair	PRESERVED			1	11
3021	LIVE OAK	8	Poor	PRESERVED			1	8
3023	LIVE OAK	9.5	Poor	PRESERVED			1	9.5
3025	LIVE OAK	11.5	Fair	PRESERVED			1	11.5
3027	LIVE OAK	8.5	Poor	PRESERVED			1	8.5
3028	LIVE OAK	12.5	Fair	PRESERVED			1	12.5
3030	POST OAK	36	Fair	REMOVED	3	108		
3031	CEDAR ELM	9.5	Good	REMOVED	1	9.5		
3033	POST OAK	19.5	Good	REMOVED	2	39		
3034	POST OAK	14	Fair	REMOVED	1	14		
3034.1	POST OAK	10	Fair	PRESERVED			1	10
3035	POST OAK	16	Fair	REMOVED	1	16		
3035.1	POST OAK	14	Fair	PRESERVED			1	14
+ 3036	POST OAK	29	Very Poor, DD	REMOVED	0	0		
3037	POST OAK	23.5	Poor	REMOVED	2	47		
3038	POST OAK	24.5	Fair	REMOVED	2	49		
3039	CEDAR ELM (M)	14	Fair	REMOVED	1	14		
3040	LIVE OAK	25.5	Poor	REMOVED	2	51		
3041	LIVE OAK	17.5	Fair	REMOVED	1	17.5		
3042	LIVE OAK	15	Poor	REMOVED	1	15		
3043	LIVE OAK	14.5	Fair	REMOVED	1	14.5		
3044	LIVE OAK	16.5	Fair	REMOVED	1	16.5		
3045	LIVE OAK (M)	12.5	Poor	REMOVED	1	12.5		
3045.1	LIVE OAK	13	Poor	PRESERVED			1	13
3046	CEDAR ELM	8	Fair	REMOVED	1	8		
3047	POST OAK	23.5	Fair	PRESERVED			2	47
3048	LIVE OAK	41	Fair	PRESERVED			2	82
3049	LIVE OAK	33.5	Fair	PRESERVED			2	67
3050	CEDAR ELM	12.5	Good	REMOVED	1	12.5		
3051	CEDAR ELM	10	Fair	PRESERVED			1	10
3052	CEDAR ELM	11.5	Fair	PRESERVED			1	11.5
3054	CEDAR ELM	16	Poor	PRESERVED			1	16
3055	LIVE OAK (M)	10	Fair	REMOVED	1	10		
3055.1	LIVE OAK	9	Fair	PRESERVED			1	9
3056	LIVE OAK (M)	21.5	Poor	REMOVED	2	43		
3057	LIVE OAK	15.5	Fair	REMOVED	1	15.5		
3057.1	LIVE OAK	14.5	Poor	PRESERVED			1	14.5
3058	LIVE OAK	19.5	Poor	REMOVED	2	39		
3059	CEDAR ELM (M)	17.5	Fair	REMOVED	1	17.5		
3060	CEDAR ELM	21	Fair	PRESERVED			2	42
3061	CEDAR ELM	25	Poor	PRESERVED			2	50
3062	POST OAK	30	Low Fair	REMOVED	3	90		
3123	CEDAR ELM	14	N/A	PRESERVED			1	14
3124	LIVE OAK	34	N/A	PRESERVED			2	68
3125	CEDAR ELM	26	N/A	PRESERVED			2	52

TREE MITIGATION CHART:

TREE CALIPER INCHES					
TREE SIZE (IN CALIPER INCHES)	TOTAL INCHES	SAVE INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" TO 18"	565.5	333	58.9%	246.5	43.6%
>18" TO 26"	258	87.5	33.9%	152	58.9%
SUBTOTAL 8" TO 26"	823.5	420.5	51.1%	398.5	102.5%
>26"	197.5	222.5	112.7%	66	33.4%
TOTALS	1021	643	163.7%	464.5	135.9%

TOTAL TREES					
TREE SIZE (IN CALIPER INCHES)	TOTAL TREES	SAVE TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" TO 18"	49	22	44.9%	27	55.1%
>18" TO 26"	12	5	41.7%	7	58.3%
SUBTOTAL 8" TO 26"	61	27	86.6%	34	113.4%
>26"	6	5	83%	2	33.3%
TOTALS	67	32	170%	36	146.8%

MITIGATION PLAN: 8"-18"					
TREE SIZE (IN CALIPER INCHES)	>50%	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
8" TO 18"	123.25	123.25	0	0	\$ -

MITIGATION PLAN: >18"- 26" & Heritage Trees					
TREE SIZE (IN CALIPER INCHES)	Removed (Total Inches)	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
>18" TO 26"	152	0	304	0	\$ -
>26"	66	0	0	198	\$ -

*TREES THAT ARE CLASSIFIED AS DD (DEAD/ DISEASED, DANGEROUS OR INTERFERING WITH SAFE INVISIBILITY AT SIGHT TRIANGLE) WILL BE REMOVED WITHOUT BEING INCLUDED IN THE MITIGATION CALCULATIONS.

TREE MITIGATION SUMMARY:

MITIGATION OWNED INCHES:	625.25
MITIGATION EXISTING CREDIT:	953
UNDERSORY TREE CREDIT:	199
ADJUSTED MITIGATION OWNED:	526.75" SURPLUS

UNDERSTORY TREE INVENTORY:

TREE NO.	TREE SPECIES	DIAMETER	STATUS	PRESERVED TREE CREDIT RATIO	PRESERVED TREE CREDIT VALUE
4001	GUMBUNNELIA	3	PRESERVED	1	3
4002	CEDAR ELM	10	PRESERVED	1	10
4003	LIVE OAK	2	PRESERVED	1	2
4004	MESQUITE	2	PRESERVED	1	2
4005	CEDAR ELM	9.5	PRESERVED	1	9.5
4006	MESQUITE	2.5	PRESERVED	1	2.5
4007	LIVE OAK	2.5	PRESERVED	1	2.5
4008	LIVE OAK	2	PRESERVED	1	2
4009	LIVE OAK	3.5	PRESERVED	1	3.5
4010	LIVE OAK	2	PRESERVED	1	2
4011	CEDAR ELM	4.5	PRESERVED	1	4.5
4012	CEDAR ELM	2	PRESERVED	1	2
4013	CEDAR ELM	4	PRESERVED	1	4
4014	CEDAR ELM	3.5	PRESERVED	1	3.5
4015	CEDAR ELM	5	PRESERVED	1	5
4016	CEDAR ELM	3.5	PRESERVED	1	3.5
4017	CEDAR ELM	3	PRESERVED	1	3
4018	CEDAR ELM	3	PRESERVED	1	3
4019	CEDAR ELM	2.5	PRESERVED	1	2.5
4020	CEDAR ELM	4	PRESERVED	1	4
4021	CEDAR ELM	4	PRESERVED	1	4
4022	CEDAR ELM	3	PRESERVED	1	3
4023	CEDAR ELM	2	PRESERVED	1	2
4024	CEDAR ELM	3	PRESERVED	1	3
4025	CEDAR ELM	2.5	PRESERVED	1	2.5
4026	CEDAR ELM	3.5	PRESERVED	1	3.5
4027	AMERICAN ELM	13.5	PRESERVED	1	13.5
4028	LIVE OAK	3.5	PRESERVED	1	3.5
4029	LIVE OAK	3	PRESERVED	1	3
4030	CEDAR ELM	6	PRESERVED	1	6
4031	CEDAR ELM	2	PRESERVED	1	2
4032	CEDAR ELM	5.5	PRESERVED	1	5.5
4033	CEDAR ELM	10	PRESERVED	1	10
4034	CEDAR ELM	12	PRESERVED	1	12
4035	CEDAR ELM	8	PRESERVED	1	8
4036	CEDAR ELM	3.5	PRESERVED	1	3.5
4037	CEDAR ELM	4	PRESERVED	1	4
4038	CEDAR ELM	7	PRESERVED	1	7
4039	CEDAR ELM	4.5	PRESERVED	1	4.5
4040	AMERICAN ELM	4	PRESERVED	1	4
4041	CEDAR ELM	5.5	PRESERVED	1	5.5
4042	CEDAR ELM	5.5	PRESERVED	1	5.5
4043	CEDAR ELM	4	PRESERVED	1	4
4044	CEDAR ELM	2.5	PRESERVED	1	2.5
4045	CEDAR ELM	3.5	PRESERVED	1	3.5
4046	CEDAR ELM	2	PRESERVED	1	2
4047	CEDAR ELM	4.5	PRESERVED	1	4.5
4048	CEDAR ELM	9	PRESERVED	1	9
4049	CEDAR ELM	3	PRESERVED	1	3
4050	CEDAR ELM	7.5	PRESERVED	1	7.5
4051	CEDAR ELM	7.5	PRESERVED	1	7.5
4052	CEDAR ELM	7.5	PRESERVED	1	7.5
4053	CEDAR ELM	6	PRESERVED	1	6
4054	CEDAR ELM	5.5	PRESERVED	1	5.5
4055	CEDAR ELM	11	PRESERVED	1	11
4056	CEDAR ELM	2.5	PRESERVED	1	2.5
4057	HACKBERRY	3.5	PRESERVED	1	3.5
4058	CEDAR ELM	3	PRESERVED	1	3
4059	CEDAR ELM	8.5	PRESERVED	1	8.5
4060	HACKBERRY	4	PRESERVED	1	4
4061	HACKBERRY	4	PRESERVED	1	4

NOTE: UNDERSTORY TREE STUDY PERFORMED BY TREE MANN SOLUTIONS. PLEASE REFER TO UNDERSTORY STUDY REPORT FOR TREE LOCATIONS.



LANDSCAPE
ARCHITECTURE
BLU FISH COLLABORATIVE, INC.
P.O. BOX 40792, Austin, TX 78704
Phone: (512)388-4115

PROFESSIONAL SEAL:



DATE SEALED: 08/17/2022

PROJECT NAME:

VALPS

CLIENT:

BLEYL
ENGINEERING

PROJECT LOCATION:

NORTHWEST
INTERSECTION
OF RONALD
WILSON
REAGAN
BLVD. AND
FARM TO
MARKET
ROAD 2243

REVISIONS:	
01-24-2023 CITY RESUBMITTAL	
02-28-2023 CITY RESUBMITTAL FOR CITY COMMENTS #2	
03-05-2023 TREE REMOVAL CITY SUBMITTAL	
05-25-2023 TREE REMOVAL CITY SUBMITTAL #2	

PROJECT #:

010-22-04

DATE PRINTED:

05/25/2023

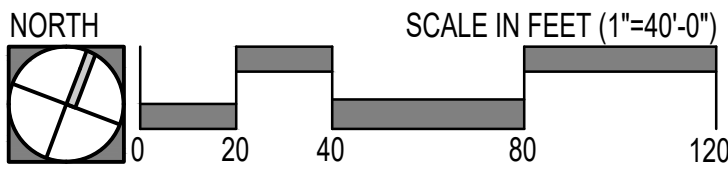
DRAWING TITLE:

TREE
MITIGATION &
PROTECTION
PLAN

SHEET NO.:

41 OF 48

SD-22-0029



CITY APPROVAL STAMP

Tree Condition Assessment

17401 Ronald Reagan Blvd. Leander, TX 78641

Introduction:

Tree identification, measurement, inspection, and arboriculture consultation were performed by a board-certified master arborist team who through related training and experience are familiar with the techniques and equipment used in such operations.

TMS was contacted regarding a property being studied for construction. The team wanted a better understanding of trees on site and their potential impacts/benefits to the project.

Assignment:

Tree Mann Solutions to revisit site and update condition rating for key trees, where warranted. Summary report with photos provided for team use.

Summary:

- **T3010**, an 18" live oak, had no notable storm damage and remains in fair condition.
- **T3030**, a 36" heritage post oak, exhibited moderate storm damage. There were ~3-4 failed limbs, ranging from ~2-6" in diameter, primarily on the western side of the tree. Despite the damage, the tree remains in fair condition.
- **T3033** had no notable storm damage and remains in fair condition.
- **T3036**, a 29" heritage post oak, was found to be DDI (dead, diseased, imminent hazard) due to observed defects. It exhibited a large cavity and column of decay throughout the trunk. This tree is recommended for removal.
- **T3037**, a 23.5" post oak, was found to be in low fair to poor condition. It exhibited a significantly reduced canopy with dieback and trunk damage. This tree is not a recommended preservation candidate due to present condition and species lack of tolerance to impacts.
- **T3038**, a 24.5" post oak, was found to be in fair condition. It is a fair preservation candidate if convenient with site design and project goals. It had no notable storm damage.
- **T3040**, a 25.5" live oak, was found to be in poor condition. It exhibited moderate storm damage, with multiple lateral branch failures. The canopy consisted of about 40% deadwood accumulation and significant dieback. There was a split on the northern main stem approximately 12' above grade which has a high likelihood of failure to due compromised structural integrity. This tree is not recommended for preservation.
- **T3056** remains in poor condition due to basal decay and is not recommended for preservation.
- **T3058** suffered significant storm damage (3x ~4-5" branches on NW side) and is now in poor condition. This tree is not a recommended preservation candidate.
- **T3062**, a 30" heritage post oak, was found to be in low fair condition. Post storm reinspection yielded moderate storm damage (2x ~8-10" branch failures on W and NW sides). This tree is not an ideal preservation candidate.
- TMS recommends implementation of a thorough and proper care plan for any preserved trees on site to ensure health and longevity well beyond the scope of the project.



TMS recommends designing with good data, maintaining compliance with municipal tree regulations, and promoting healthy urban canopy through quality preservation and/or mitigation with new, well-planned plantings. If you have any questions and/or concerns regarding tree assessment on this site, please reach me at (512)470-9073 or joe@treemannsolutions.com. We are here to help promote smart planning, aid efficient permitting, and ensure quality urban tree canopy preservation!

Respectfully,

Joe Zaniewski

Joe Zaniewski | Lead Project Manager

Tree Mann Solutions, LLC

Board Certified Master Arborist TX-4294B

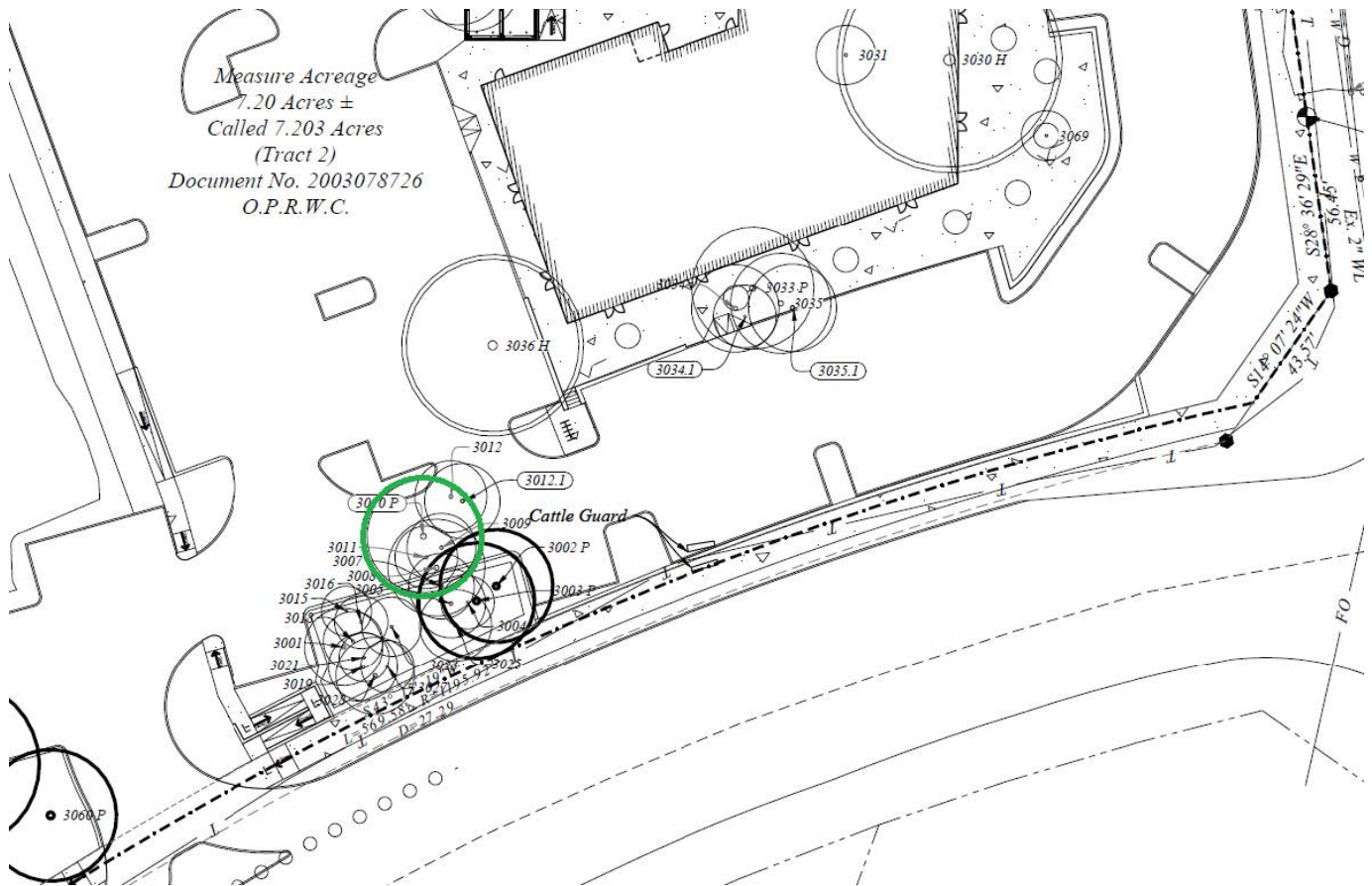
Tree Risk Assessment Qualified (TRAQ)

Texas Oak Wilt Qualified #155 (TXOWQ)

TDA Applicator License No. 0798941

Texas Licensed Irrigator LI0024812

Tree Number	3010
Tree Species	Live Oak
Diameter (DBH)	18
Multi Stem	
Condition	Fair
Notes	50% potential canopy, co-dominant stems, deadwood 15%-30%, fair vigor, good structure
Summary	The tree has been utility pruned on the NE side. No notable storm damage is visible, only on nearby trees. This tree remains a fair candidate for preservation if feasible with site design.



Photos





Feb '23



Feb '23



Feb '23

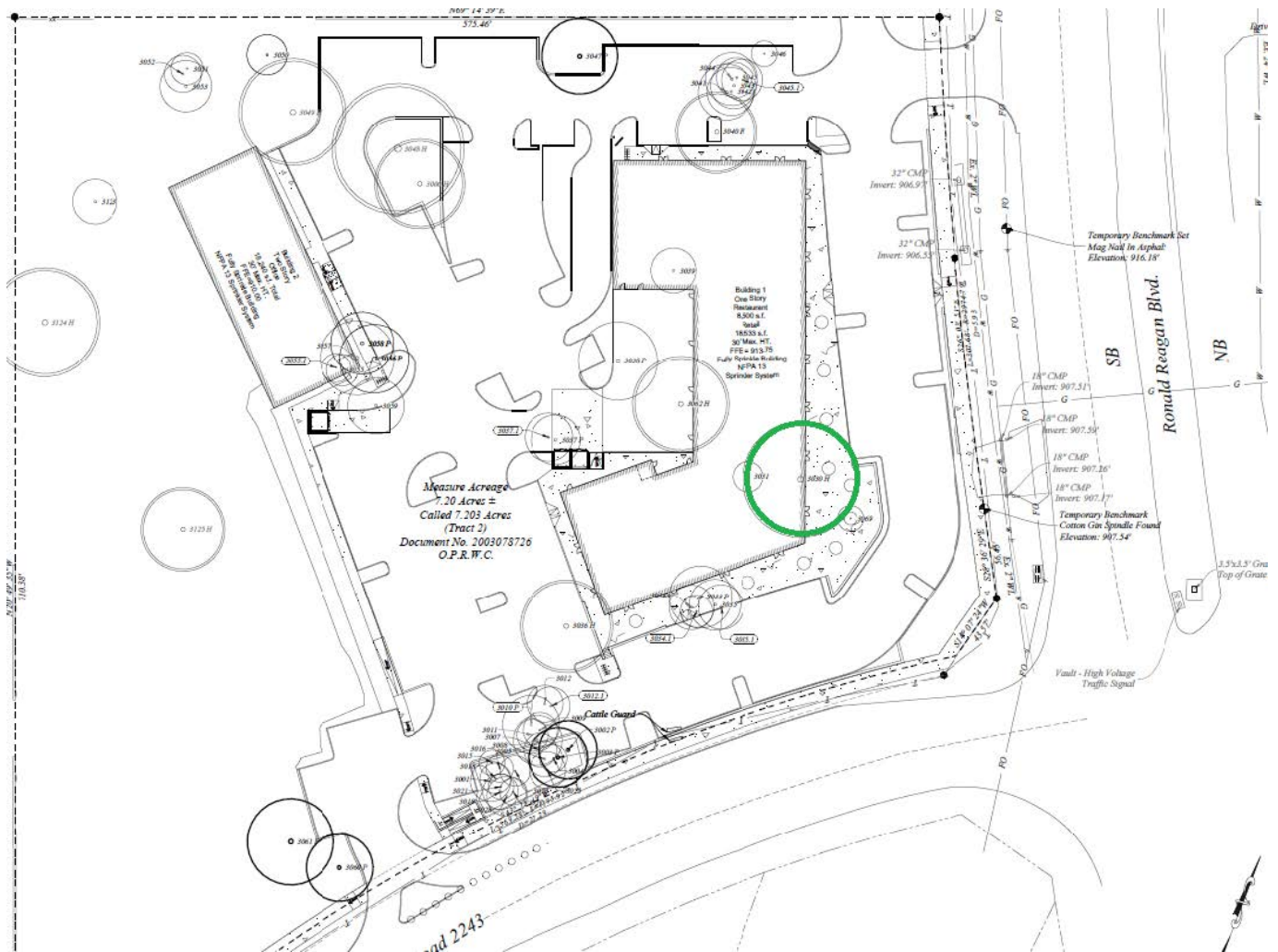


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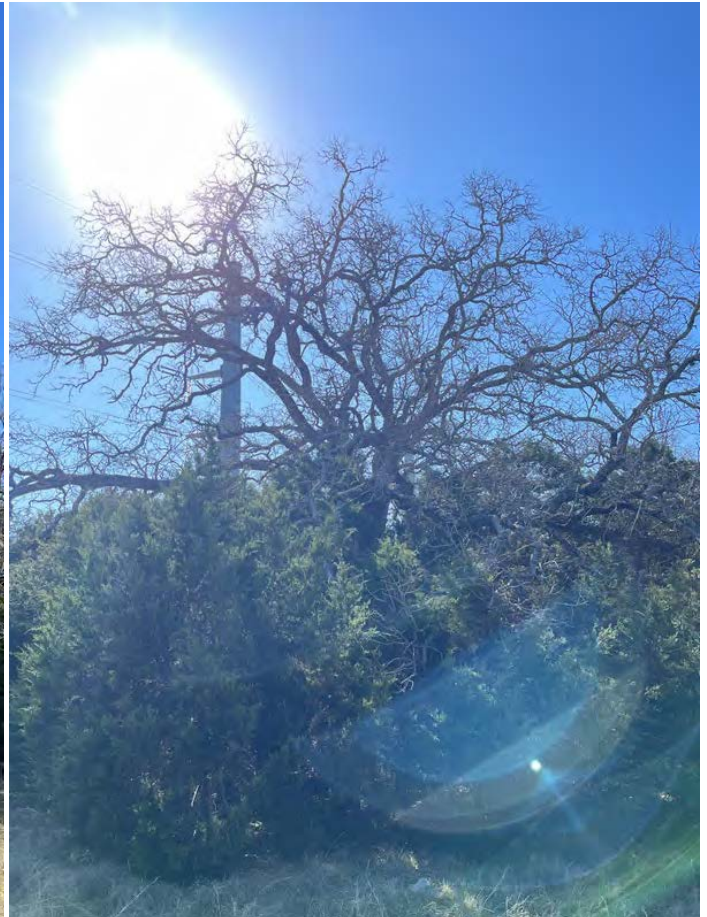




Tree Number	3030
Tree Species	Post Oak
Diameter (DBH)	36
Multi Stem	
Condition	Fair
Notes	25% potential canopy, co-dominant stems, deadwood 15%-30%, fair vigor, good structure, moderate storm damage
Summary	Tree #3030 is a 36" post oak. There were ~3-4 failed limbs, ranging from ~2-6" in diameter, primarily on the western side of the tree. Despite the damage, the tree remains in fair condition.



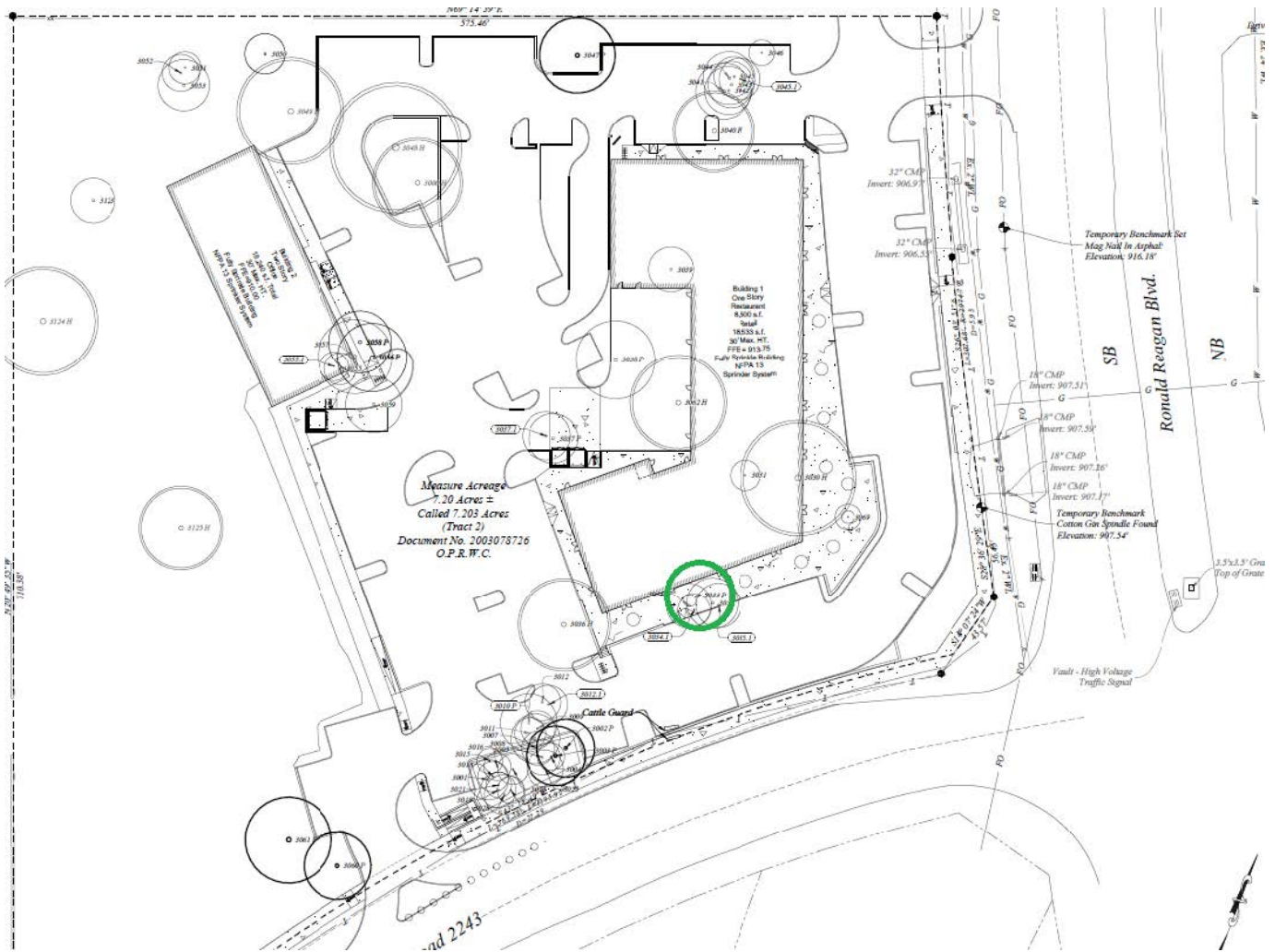
Photos







Tree Number	3033
Tree Species	Post Oak
Diameter (DBH)	19.5
Multi Stem	
Condition	Fair
Notes	
Summary	Tree remains in fair condition. There is a large included union on the W and E side of the tree. No notable storm damage observed.

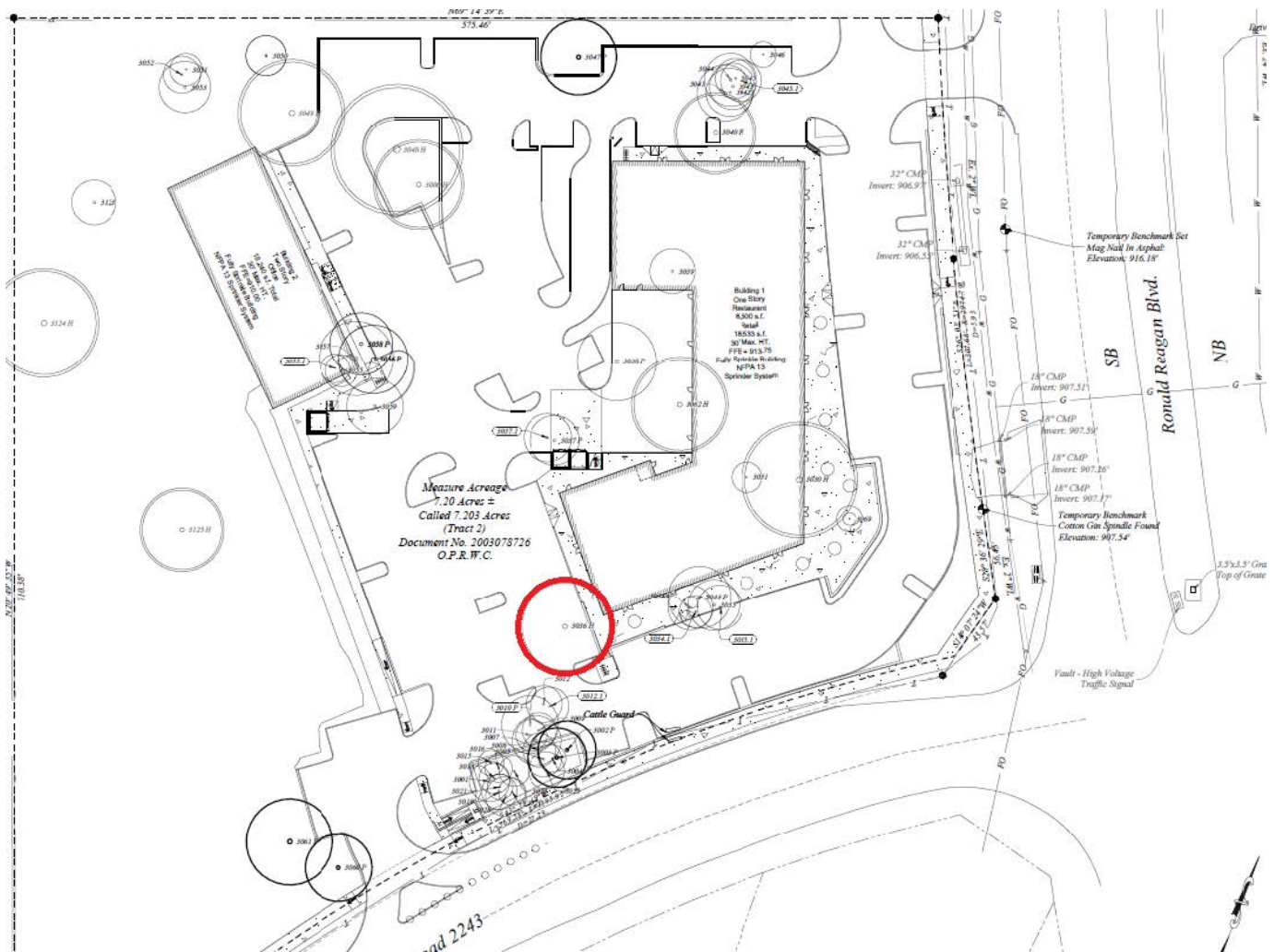


Photos





Tree Number	3036
Tree Species	Post Oak
Diameter (DBH)	29
Multi Stem	
Condition	Very Poor
Notes	25% potential canopy, deadwood 30%-50%, excessive cavities, poor vigor, significant decay, trunk damage, trunk decay, trunk lean, very poor structure
Summary	Extensive column of decay on trunk with multiple openings. One on E side approximately 6-9' above grade and the other on the S side approximately 10-12' above grade. This tree is not recommended for preservation due to observed defects and the risk associated with likelihood of failure.



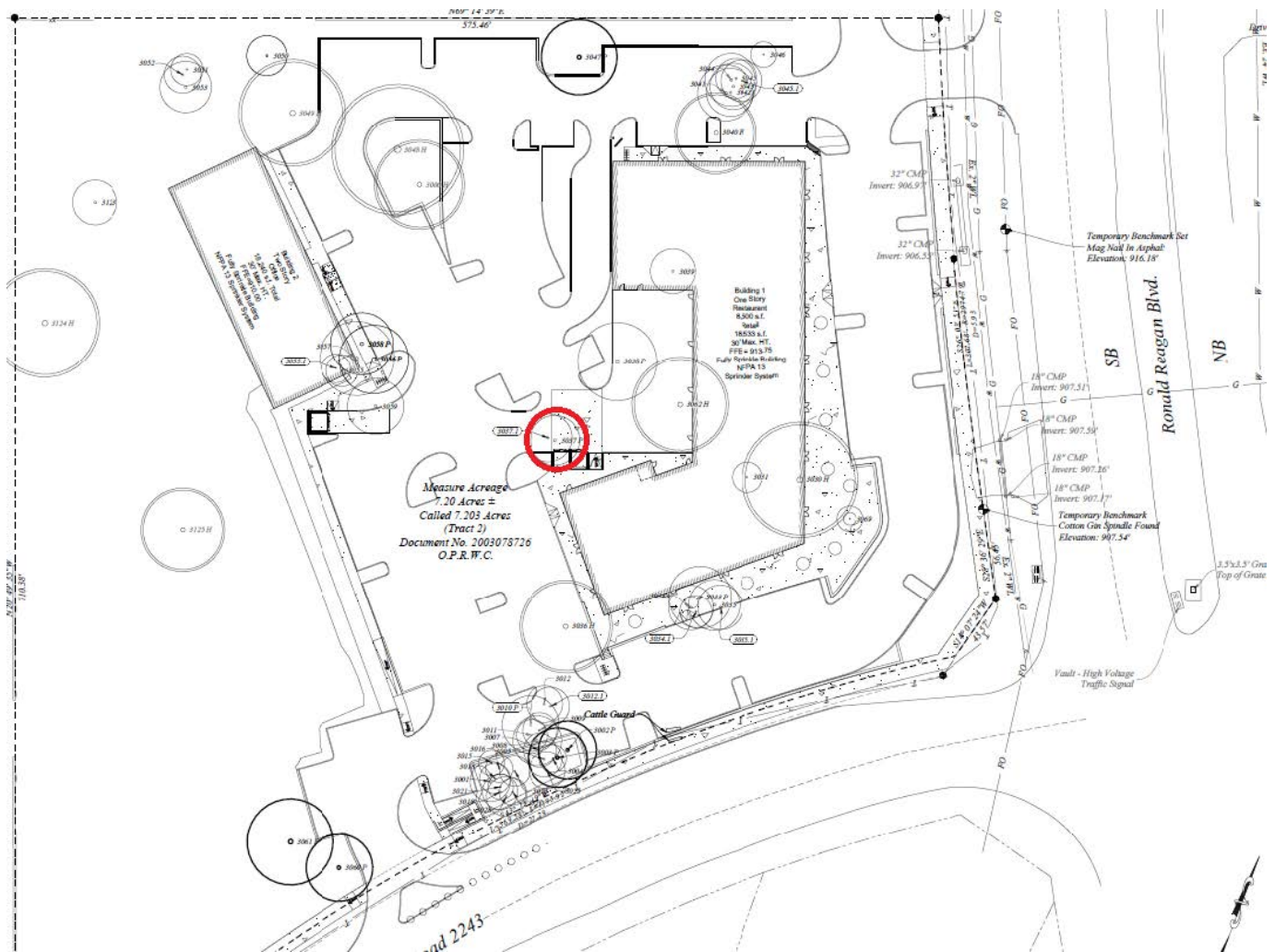
Photos







Tree Number	3037
Tree Species	Post Oak
Diameter (DBH)	23.5
Multi Stem	Low-fair
Condition	Fair
Notes	25% potential canopy, deadwood 30%-50%, good structure, poor vigor, trunk damage, borers
Summary	Low-fair to poor due to significantly reduced canopy, die back, and damage to trunk. This tree is not recommended for preservation.

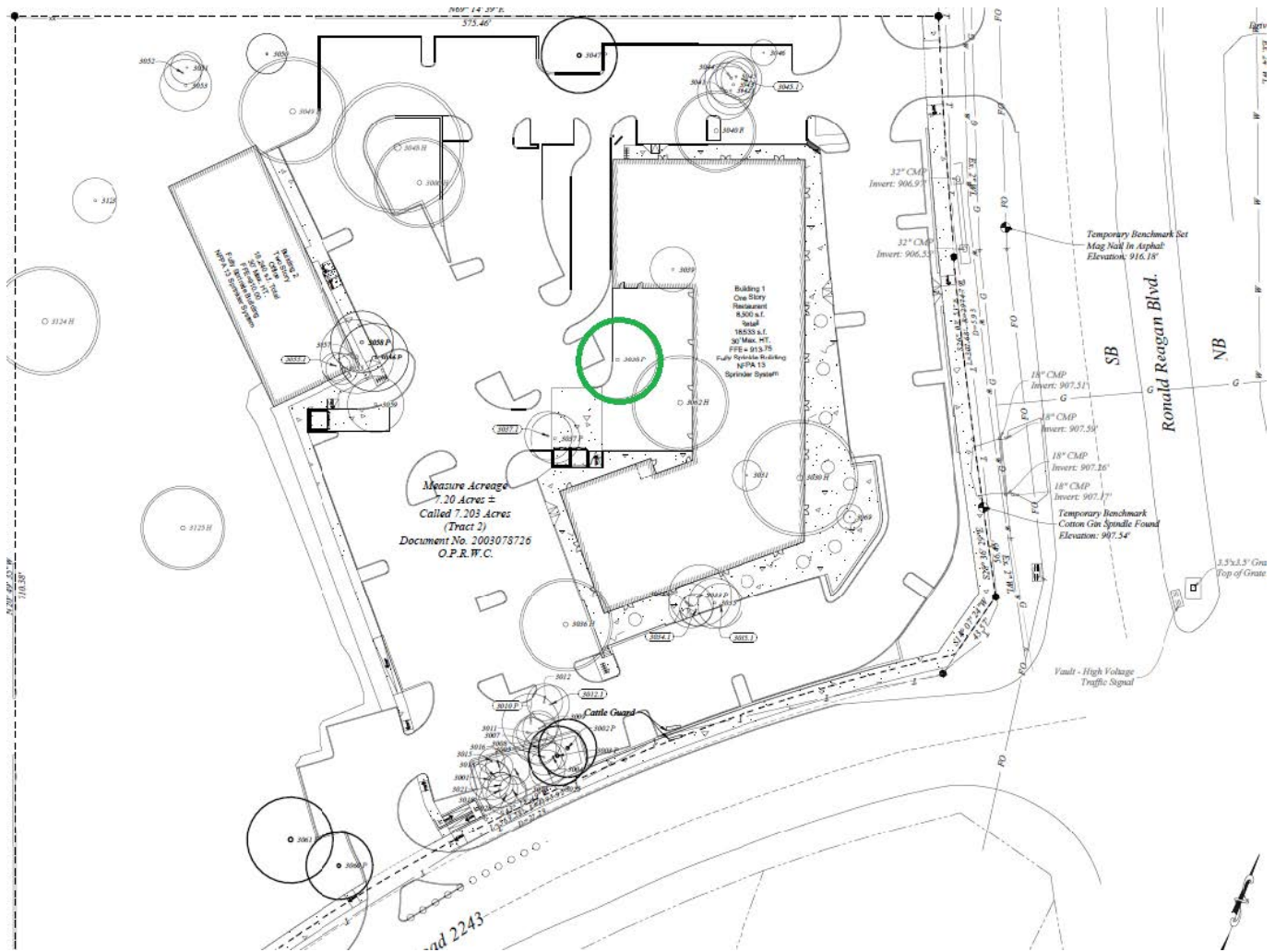


Photos

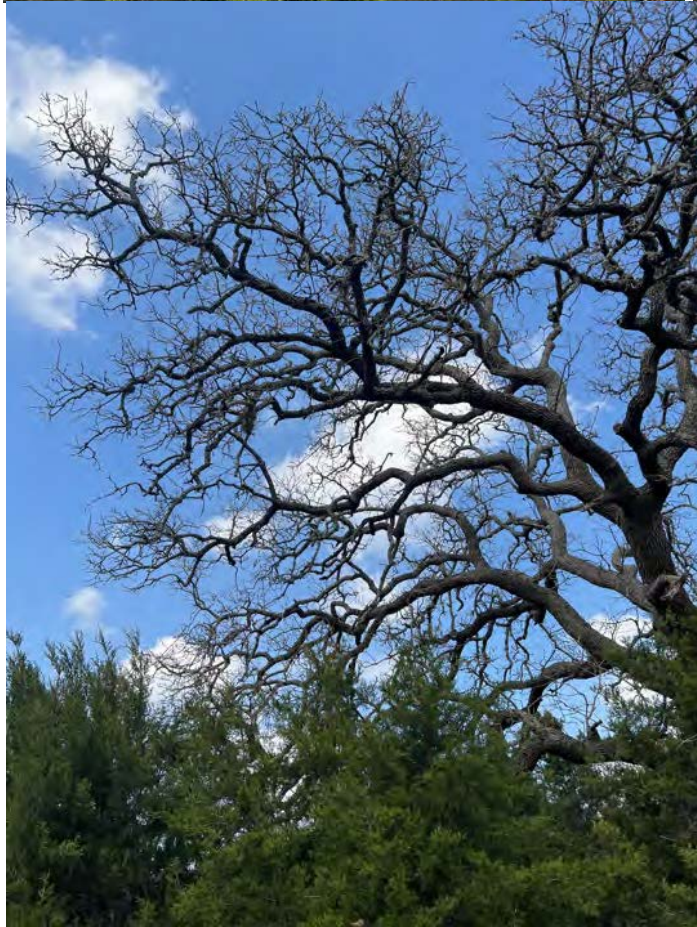


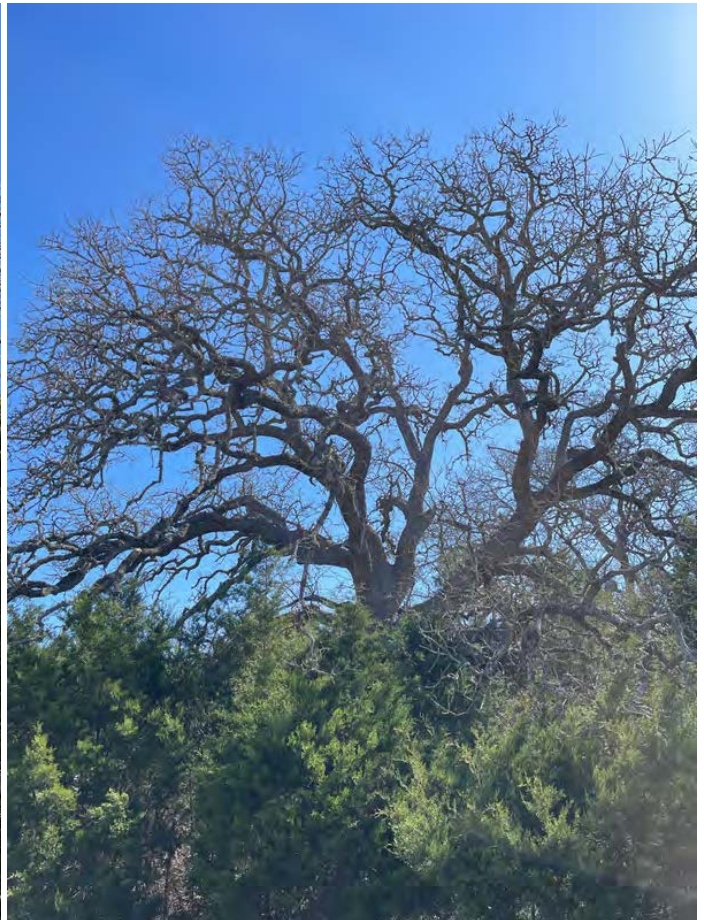


Tree Number	3038
Tree Species	Post Oak
Diameter (DBH)	24.5
Multi Stem	
Condition	Fair
Notes	50% potential canopy, co-dominant stems, deadwood 15%-30%, fair vigor, good structure, moderate storm damage
Summary	No notable storm damage.

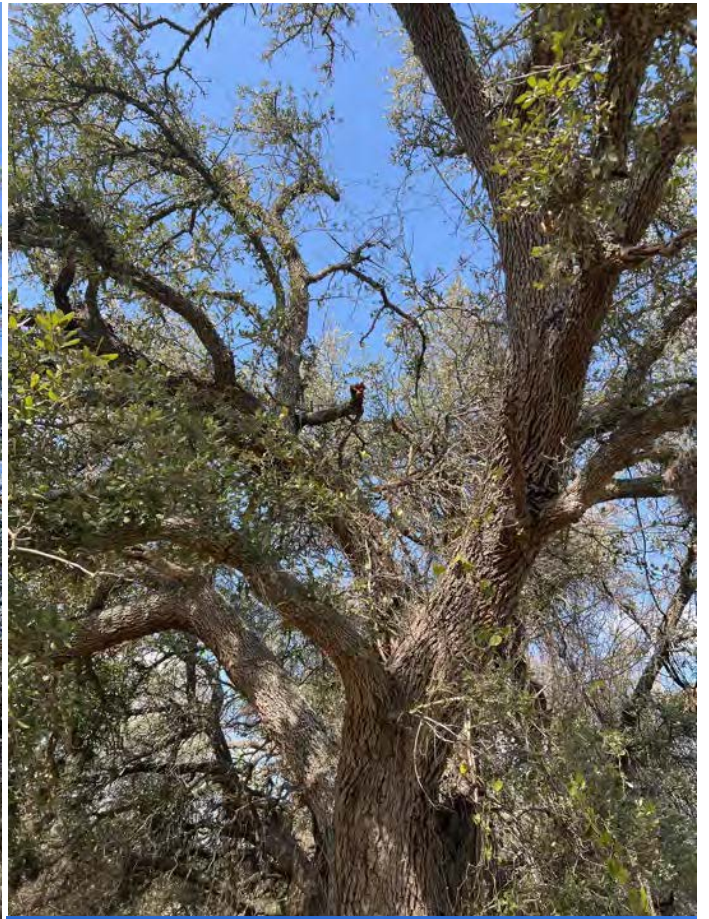


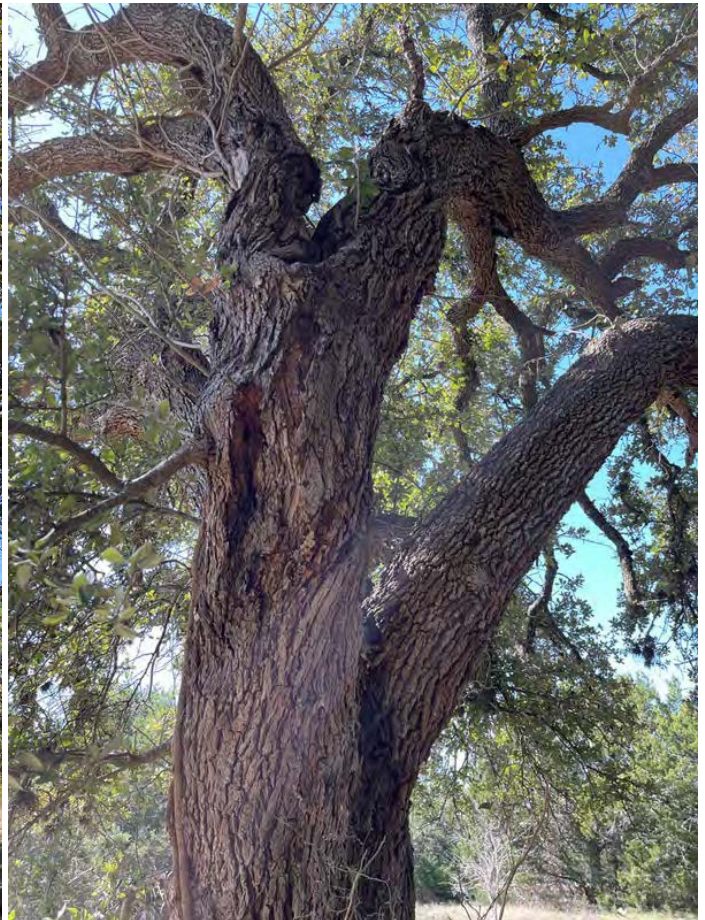
Photos

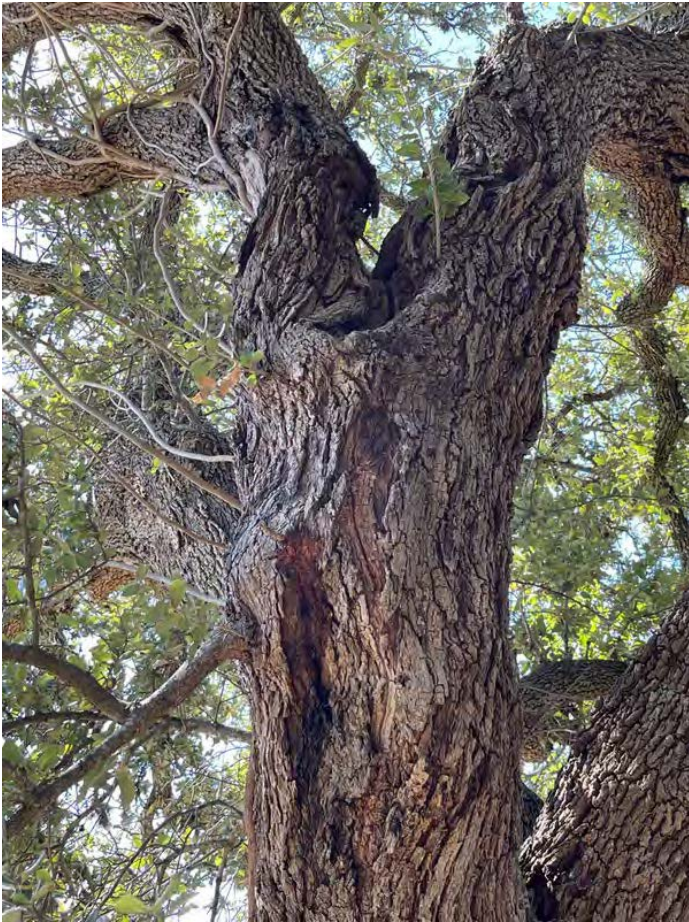




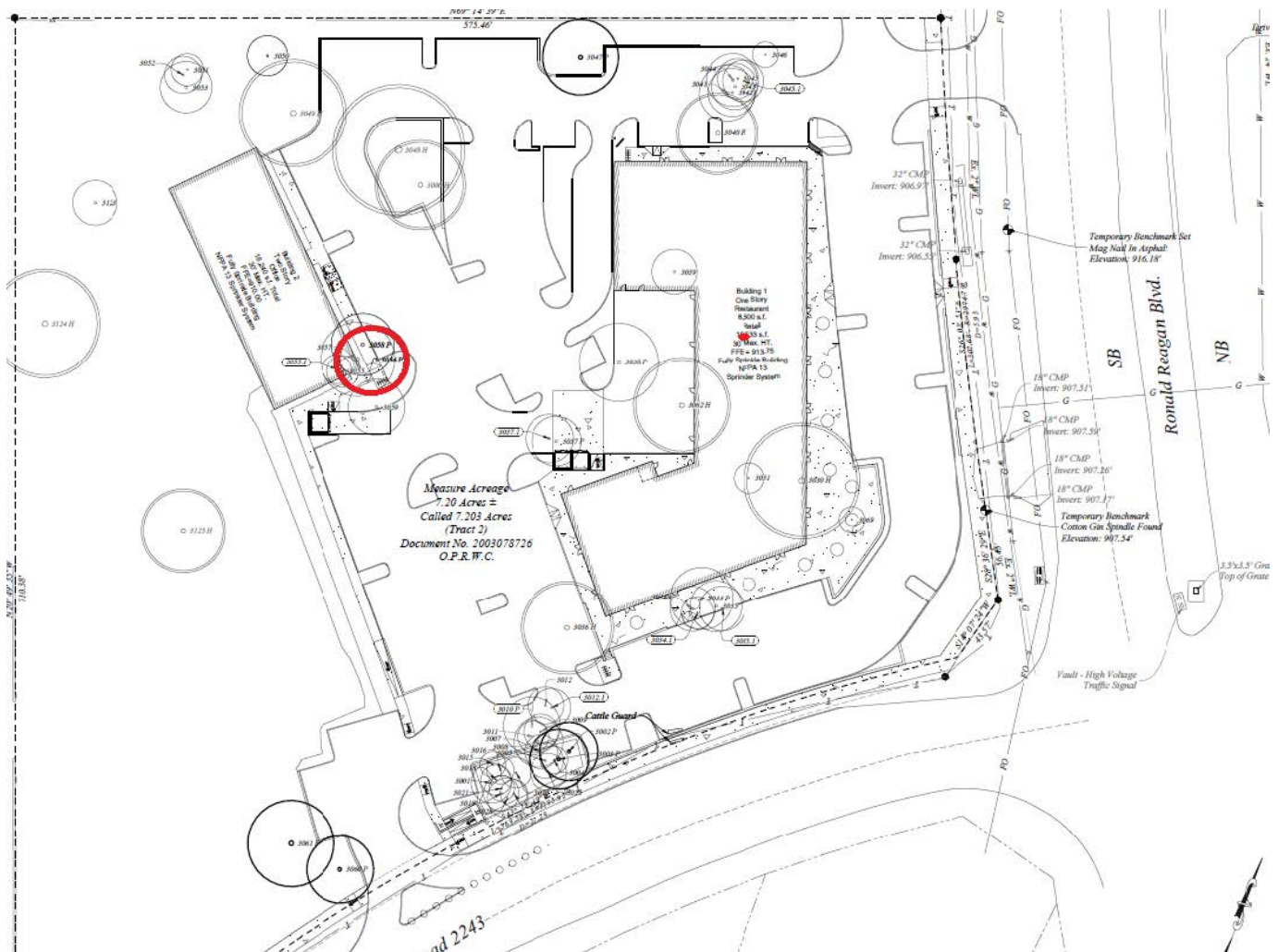
Photos







Tree Number	3056
Tree Species	Live Oak
Diameter (DBH)	21.5
Multi Stem	
Condition	Poor
Notes	
Summary	Tree #56 is a 21.5" live oak with an upright trunk and extending canopy. Poor due to decay at trunk without reaction growth. Feb 23 Updated: Tree remains in poor condition due to decay at base. No notable storm damage visible.



Photos

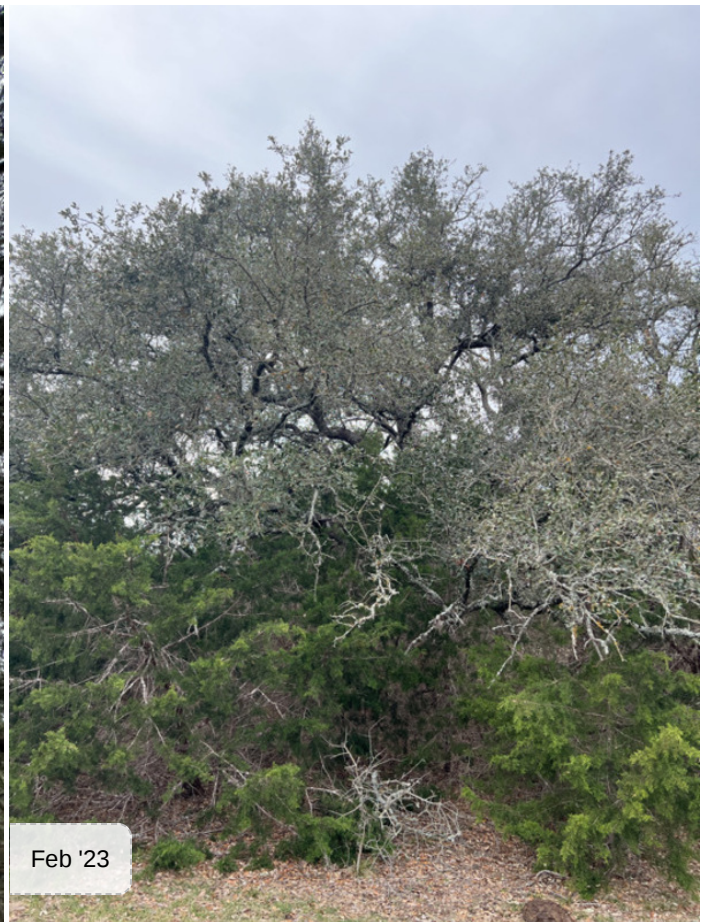




Feb '23



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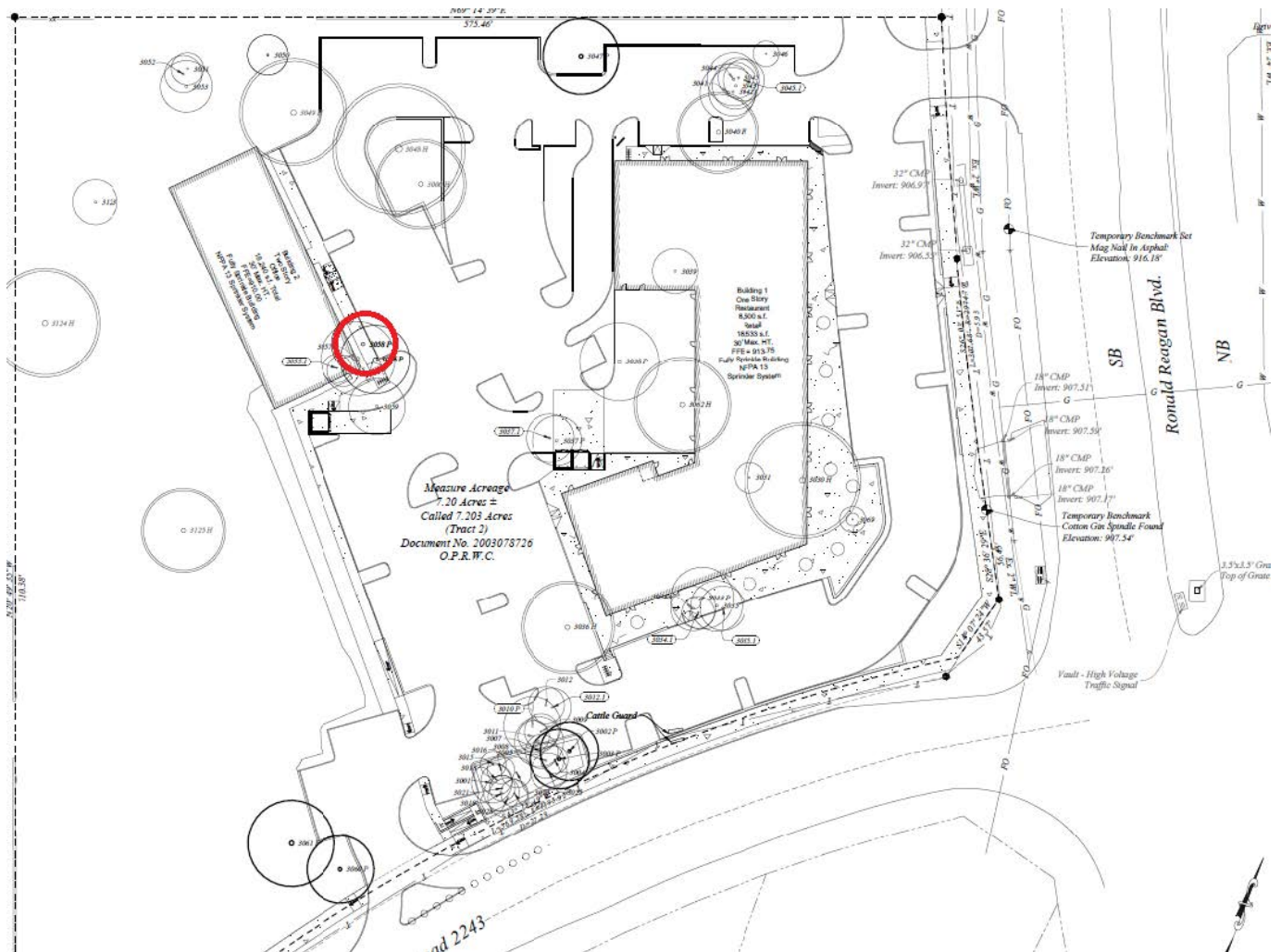


Feb '23





Tree Number	3058
Tree Species	Live Oak
Diameter (DBH)	19.5
Multi Stem	
Condition	Poor
Notes	50% potential canopy, deadwood 15%-30%, fair structure & vigor, moderate storm damage, moderately unbalanced, significant suckering
Summary	Tree is in poor condition due large limbs failing due to recent storm damage. The tree was previously in fair condition. Approximately 3x 4-5" limbs have failed on the NW side of the tree.



Photos



Feb '23





Feb '23



Feb '23



Feb '23



Feb '23





Feb '23



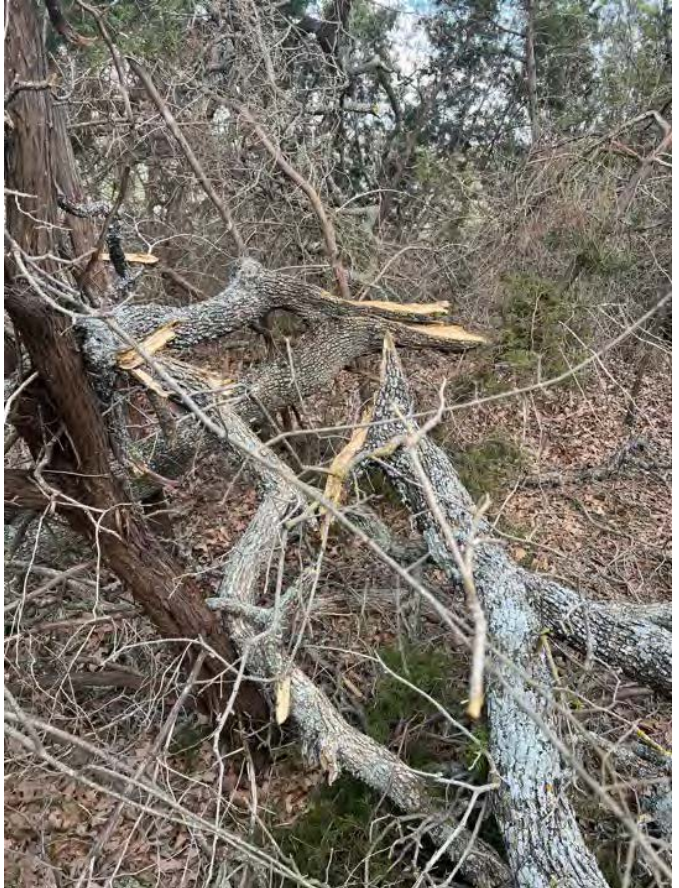
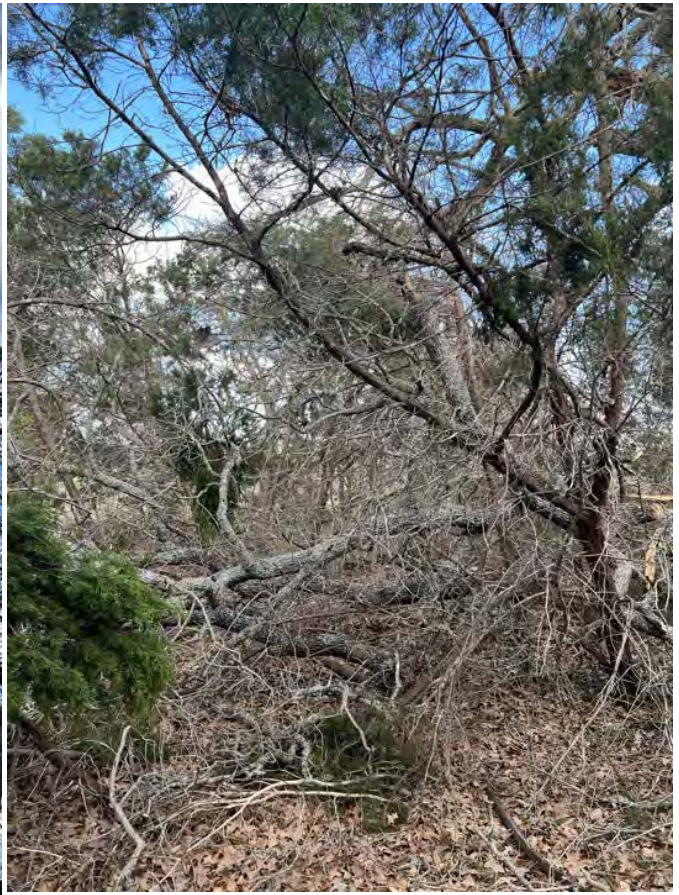
Feb '23

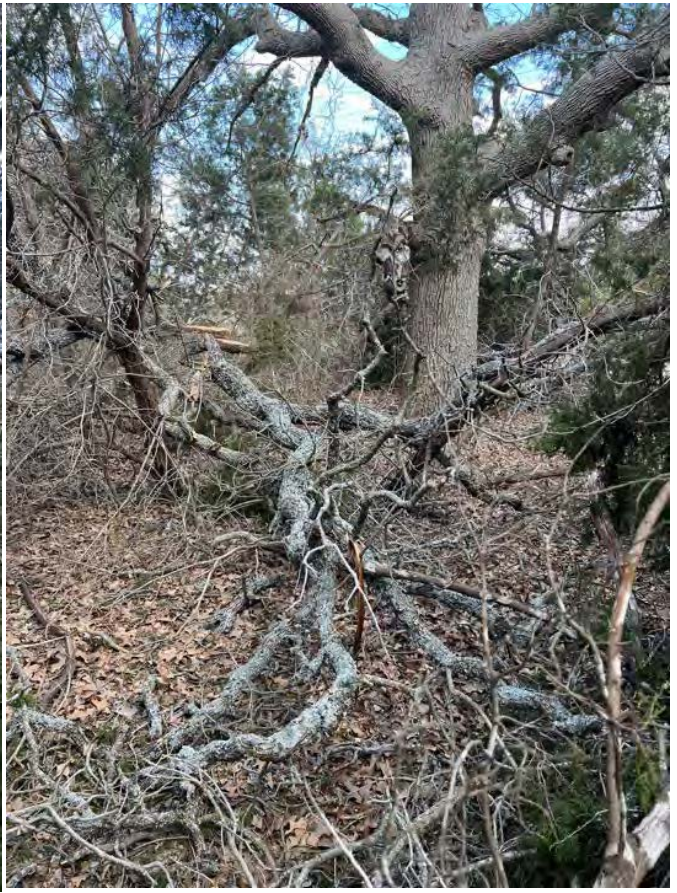


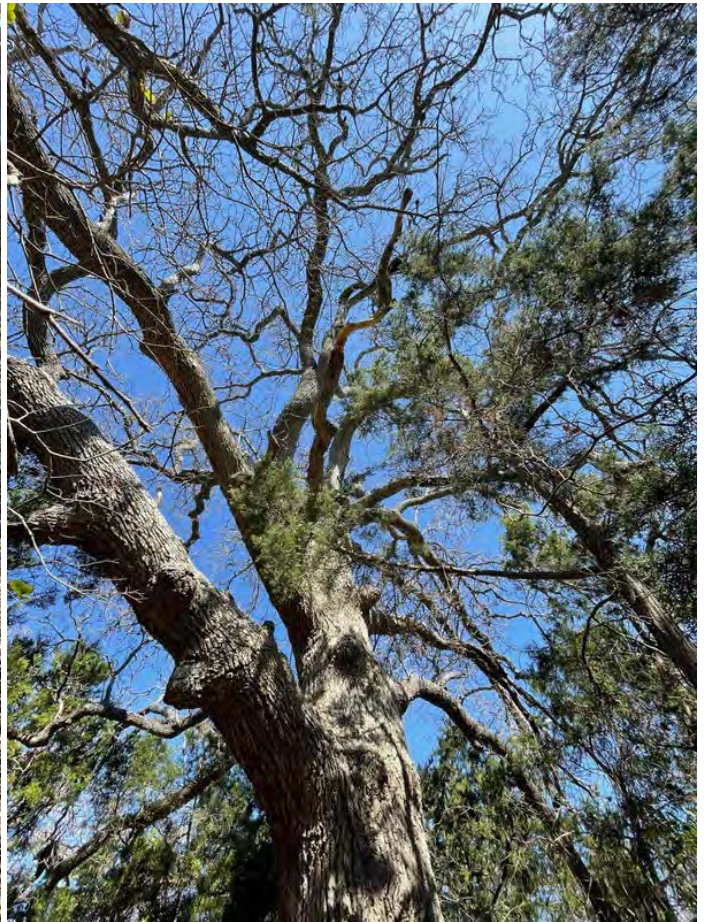
Feb '23



Photos







EXISTING TREE LIST:

#	Species	DBH	MS Notes	Condition	Notes
3000	Live Oak	28		Fair	50% potential canopy,co-dominant stems,deadwood 15%-30%,fair vigor,good structure,moderate storm damage,moderately unbalanced,significant suckering
3001	Live Oak	12.5		Poor	10% potential canopy,deadwood 15%-30%,excessive suckering,fair vigor,moderate vine cover,moderately unbalanced,poor vigor
3002	Live Oak	18		Fair	50% potential canopy,deadwood 15%-30%,fair structure & vigor,moderately unbalanced,significant suckering
3003	Live Oak	18.5		Good	75% potential canopy,deadwood 15%-30%,good structure & vigor,moderate storm damage
3004	Live Oak	8.5	Low-fair	Fair	75% potential canopy,deadwood 15%-30%,fair structure & vigor,moderately unbalanced,significant suckering
3005	Live Oak	11	Low-fair	Fair	25% potential canopy,deadwood <15%,fair structure,moderately unbalanced,poor vigor
3006	Cedar Elm	8		Poor	deadwood 15%-30%, fair structure,moderately unbalanced,poor vigor
3007	Live Oak	10.5	Low-fair	Fair	25% potential canopy,deadwood 15%-30%,fair structure,moderately unbalanced,poor vigor, trunk lean
3008	Live Oak	15.5		Good	75% potential canopy,co-dominant stems,deadwood 15%-30%,good structure & vigor,significant suckering
3009	Live Oak	11		Fair	50% potential canopy,deadwood <15%,fair structure & vigor,moderately unbalanced,significant suckering
3010	Live Oak	18		Fair	50% potential canopy,co-dominant stems,deadwood 15%-30%,fair vigor,good structure
3011	Live Oak	10		Poor	25% potential canopy,deadwood <15%,excessively unbalanced,poor structure & vigor,significant suckering, trunk lean
3012	Live Oak	11.5		Fair	75% potential canopy,deadwood 15%-30%,fair structure & vigor,significant suckering
3012.1	Live Oak	11.5		Fair	50% potential canopy,deadwood 15%-30%,fair structure & vigor,moderate storm damage,moderately unbalanced,significant suckering
3013	Live Oak	5.5		Not Evaluated	
3014	Live Oak	4		Not Evaluated	
3015	Live Oak	7.5		Not Evaluated	
3016	Live Oak	8.5		Poor	10% potential canopy,co-dominant stems,deadwood 15%-30%,excessive suckering,fair structure,moderate vine cover,poor vigor
3016.1	Live Oak	7		Not Evaluated	
3017	Cedar Elm			Not Evaluated	
3018	Live Oak	9.5		Poor	10% potential canopy,deadwood 15%-30%,excessive suckering,fair structure,moderate vine cover,poor vigor
3019	Live Oak	11	Low-fair	Fair	25% potential canopy,deadwood 15%-30%,excessive suckering,fair structure,moderately unbalanced,poor vigor
3021	Live Oak	8		Poor	10% potential canopy,deadwood 15%-30%,excessive suckering,fair structure,moderate vine cover,poor vigor
3023	Live Oak	9.5		Poor	10% potential canopy,deadwood 15%-30%,fair structure,poor vigor,significant vine cover
3025	Live Oak	11.5		Fair	50% potential canopy,deadwood <15%,fair structure & vigor,moderately unbalanced
3027	Live Oak	8.5		Poor	25% potential canopy,aphids,deadwood 15%-30%,excessive suckering,fair structure,moderate vine cover,poor vigor
3028	Live Oak	12.5	Low-fair	Fair	25% potential canopy,deadwood 15%-30%,excessive suckering,fair structure,moderate vine cover,moderately unbalanced,poor vigor
3030	Post Oak	36	High-fair	Fair	25% potential canopy,co-dominant stems,deadwood 15%-30%,fair vigor,good structure,moderate storm damage
3031	Cedar Elm	9.5		Good	75% potential canopy,deadwood <15%,good structure & vigor
3033	Post Oak	19.5		Good	50% potential canopy,co-dominant stems,deadwood 15%-30%,good structure & vigor
3034	Post Oak	14		Fair	75% potential canopy,deadwood 15%-30%,fair structure,good vigor,moderately unbalanced
3034.1	Post Oak	10	Low-fair	Fair	50% potential canopy,deadwood <15%,fair structure & vigor,moderately unbalanced,significant suckering
3035	Post Oak	16		Fair	50% potential canopy,deadwood <15%,fair vigor,good structure,moderate vine cover
3035.1	Post Oak	14		Fair	50% potential canopy,deadwood <15%,fair structure & vigor,moderate cavities
3036	Post Oak	29		Very Poor	25% potential canopy,deadwood 30%-50%,excessive cavities,poor vigor,significant decay, trunk damage, trunk decay, trunk lean, very poor structure
3037	Post Oak	23.5	Low-fair	Fair	25% potential canopy,deadwood 30%-50%,good structure,poor vigor, trunk damage, borers
3038	Post Oak	24.5		Fair	50% potential canopy,co-dominant stems,deadwood 15%-30%,fair vigor,good structure,moderate storm damage
3039	Cedar Elm	14	Low-fair	Fair	25% potential canopy,deadwood 15%-30%,good structure,moderate storm damage,poor vigor
3040	Live Oak	25.5		Poor	50% potential canopy,co-dominant stems,deadwood 30%-50%,fair vigor,moderate ballmoss,poor structure,significant cavities,significant suckering,significant vine cover

3041	Live Oak	17.5		Fair	50% potential canopy,co-dominant stems,deadwood 15%-30%,fair structure & vigor,moderate storm damage,moderate vine cover,moderately unbalanced
3042	Live Oak	15		Poor	25% potential canopy,deadwood 30%-50%,excessive vine cover,fair structure,moderately unbalanced,poor vigor, trunk lean
3043	Live Oak	14.5	Low-fair	Fair	25% potential canopy,deadwood 15%-30%,fair structure,moderately unbalanced,poor vigor,significant vine cover
3044	Live Oak	16.5		Fair	50% potential canopy,deadwood 15%-30%,fair structure & vigor,moderate storm damage,moderately unbalanced
3045	Live Oak	12.5		Poor	25% potential canopy,deadwood 15%-30%,fair structure,moderate storm damage,moderately unbalanced,poor vigor,significant vine cover
3045.1	Live Oak	13		Poor	25% potential canopy,co-dominant stems,deadwood 15%-30%,fair structure,moderate cavities,moderate storm damage,poor vigor,significantly unbalanced
3046	Cedar Elm	8		Fair	50% potential canopy,deadwood 15%-30%,fair structure & vigor,significant vine cover
3047	Post Oak	23.5	High-fair	Fair	50% potential canopy,deadwood 15%-30%,fair vigor,good structure,moderate storm damage,significant suckering
3048	Live Oak	41		Fair	25% potential canopy,bacterial wetwood,co-dominant stems,deadwood 15%-30%,fair vigor,good structure,moderate cavities,moderate decay,moderate storm damage
3049	Live Oak	33.5	Waist	Fair	25% potential canopy,co-dominant stems,deadwood 15%-30%,excessive suckering,good structure,poor vigor
3050	Cedar Elm	12.5		Good	75% potential canopy,deadwood <15%,good structure & vigor
3051	Cedar Elm	10		Fair	50% potential canopy,deadwood 15%-30%,fair structure & vigor,moderate storm damage
3052	Cedar Elm	11.5		Fair	75% potential canopy,branch rubbing,deadwood 15%-30%,fair structure & vigor,moderate storm damage,moderately unbalanced
3053	Cedar Elm			Not Evaluated	
3054	Cedar Elm	16		Poor	50% potential canopy,bacterial wetwood,deadwood 15%-30%,excessive cavities,fair vigor,significant decay,significant storm damage, trunk damage, trunk decay,very poor structure
3055	Live Oak	10	Low-fair	Fair	50% potential canopy,co-dominant stems,deadwood 15%-30%,fair structure & vigor,significant suckering,significantly unbalanced, trunk lean
3055.1	Live Oak	9	Low-fair	Fair	50% potential canopy,deadwood 15%-30%,fair structure & vigor, included unions, significant suckering,significantly unbalanced
3056	Live Oak	21.5	Low-fair	Fair	50% potential canopy,deadwood 15%-30%,fair structure & vigor,moderate decay,moderate storm damage, trunk damage, trunk decay
3057	Live Oak	15.5		Fair	50% potential canopy,co-dominant stems,deadwood 15%-30%,fair structure & vigor,moderate storm damage,significant suckering
3057.1	Live Oak	14.5		Poor	25% potential canopy,borers,co-dominant stems,deadwood 30%-50%,fair vigor,moderate cavities,moderately unbalanced,poor structure,significant decay,significant storm damage,significant suckering
3058	Live Oak	19.5		Fair	50% potential canopy,deadwood 15%-30%,fair structure & vigor,moderate storm damage,moderately unbalanced,significant suckering
3059	Cedar Elm	17.5	(JIC: 11.5, 9.5)	Fair	75% potential canopy,co-dominant stems,deadwood 15%-30%,fair structure,good vigor, included unions, moderate storm damage
3060	Cedar Elm	21	Waist, high-fair	Fair	75% potential canopy,deadwood 15%-30%,good structure & vigor,moderate cavities,moderate decay,moderate storm damage
3061	Cedar Elm	25		Poor	25% potential canopy,bacterial wetwood,deadwood 30%-50%,excessive storm damage,fair vigor,poor structure,significant decay,significant suckering,significantly unbalanced, trunk decay
3062	Post Oak	30		Fair	25% potential canopy,deadwood 15%-30%,fair vigor,good structure,moderate decay,moderate storm damage,significant suckering
3063	Cedar Elm	6		Not Evaluated	
3069	Mesquite	6		Not Evaluated	

REPORT FROM ARBORIST:



REV 5/25/2023

Tree Condition Assessment

17401 Ronald Reagan Blvd. Leander, TX 78641

Introduction:

Tree identification, measurement, inspection, and arboriculture consultation were performed by a board-certified master arborist team who through related training and experience are familiar with the techniques and equipment used in such operations.

TMS was contacted regarding a property being studied for construction. The team wanted a better understanding of trees on site and their potential impacts/benefits to the project.

Assignment:

Tree Mann Solutions to revisit site and update condition rating for key trees, where warranted. Summary report with photos provided for team use.

Summary:

T3010, an 18" live oak, had no notable storm damage and remains in fair condition.

T3030, a 36" heritage post oak, exhibited moderate storm damage. There were ~3-4 failed limbs, ranging from ~2-6" in diameter, primarily on the western side of the tree. Despite the damage, the tree remains in fair condition.

T3033 had no notable storm damage and remains in fair condition.

T3036, a 29" heritage post oak, was found to be DDI (dead, diseased, imminent hazard) due to observed defects. It exhibited a large cavity and column of decay throughout the trunk. This tree is recommended for removal.

T3037, a 23.5" post oak, was found to be in low fair to poor condition. It exhibited a significantly reduced canopy with dieback and trunk damage. This tree is not a recommended preservation candidate due to present condition and species lack of tolerance to impacts.

T3038, a 24.5" post oak, was found to be in fair condition. It is a fair preservation candidate if convenient with site design and project goals. It had no notable storm damage.

T3040, a 25.5" live oak, was found to be in poor condition. It exhibited moderate storm damage, with multiple lateral branch failures. The canopy consisted of about 40% deadwood accumulation and significant dieback. There was a split on the northern main stem approximately 12' above grade which has a high likelihood of failure to due compromised structural integrity. This tree is not recommended for preservation.

T3056 remains in poor condition due to basal decay and is not recommended for preservation.

T3058 suffered significant storm damage (3x ~4-5" branches on NW side) and is now in poor condition. This tree is not a recommended preservation candidate.

T3062, a 30" heritage post oak, was found to be in low fair condition. Post storm reinspection yielded moderate storm damage (2x ~8-10" branch failures on W and NW sides). This tree is not an ideal preservation candidate.

TMS recommends implementation of a thorough and proper care plan for any preserved trees on site to ensure health and longevity well beyond the scope of the project.



REV 5/25/2023

TMS recommends designing with good data, maintaining compliance with municipal tree regulations, and promoting healthy urban canopy through quality preservation and/or mitigation with new, well-planned plantings. If you have any questions and/or concerns regarding tree assessment on this site, please reach me at (512)470-9073 or joe@treemannsolutions.com. We are here to help promote smart planning, aid efficient permitting, and ensure quality urban tree canopy preservation!

Respectfully,

Joe Zaniowski

Joe Zaniowski | Lead Project Manager

Tree Mann Solutions, LLC

Board Certified Master Arborist TX-42948

Tree Risk Assessment Qualified (TRAQ)

Tree Care With Qualified ARS® (TCWQAR)

TDA Arborator License No. 0788941

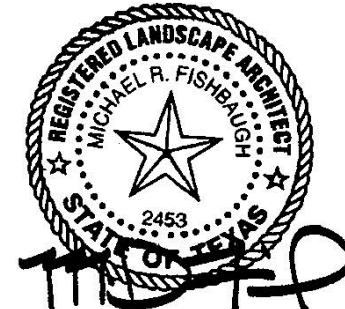
Texas Licensed Engineer 000248612



LANDSCAPE
ARCHITECTURE

BLU FISH COLLABORATIVE, INC.
P.O. BOX 40792, Austin, TX 78704
Phone: (512)388-4115

PROFESSIONAL SEAL:



DATE SEALED: 08/17/2022

PROJECT NAME:

VALPS

CLIENT:

BLEYL
ENGINEERING

PROJECT LOCATION:

NORTHWEST
INTERSECTION
OF RONALD
WILSON
REAGAN
BLVD. AND
FARM TO
MARKET
ROAD 2243

REVISIONS:	
01-24-2023	CITY RESUBMITTAL
02-28-2023	CITY RESUBMITTAL FOR CITY COMMENTS #2
03-05-2023	CITY RESUBMITTAL FOR TREE REMOVAL CITY SUBMITTAL
05-25-2023	TREE REMOVAL CITY SUBMITTAL #2

PROJECT #: 010-22-04
DATE PRINTED: 05/25/2023
DRAWING TITLE:

EXISTING TREE
LIST AND
CONDITION

SHEET NO.:

40 OF 48
SD-22-0029

CITY APPROVAL STAMP



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

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

July 13, 2023 at 6:00 PM



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

Place 5 – James Oliver
Place 6 – Laura Lantrip, *Vice-Chair*
Place 7 – Vacant

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

1. Call to Order at 6:00 p.m.
2. Roll Call.
All commissioners were present except Chair Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the July 6, 2023 meeting
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case PP-22-0024 regarding Travisso Phase 5, Sections 4 & 5 Preliminary Plat on one parcel of land approximately 52.18 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located northwest of the intersection of Novara Trail and Cosenza Trace and north of Travisso Parkway, Leander, Travis County, Texas.
7. Approval of Subdivision Case PP-22-0025 regarding Bar W Ranch W Phase 9 Preliminary Plat on two parcels of land approximately 56.706 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R532719 and R590760 ; generally located at the southeast corner of Bobtail Pass and Gold Dust Trail, Leander, Williamson County, Texas.

8. Approval of Subdivision Case PP-22-0028 regarding Michelle Subdivision Preliminary Plat on one parcel of land approximately 8.9 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031699; generally located at the intersection of South Brook Dr. and US 183, Leander, Williamson County, Texas.
9. Approval of an extension of the expiration for Subdivision Case 19-PICP-040 Leander Heights Sec 2, Lot 7, Blk A Construction Plans for 1.5 acres more or less; generally located to the southwest of the intersection of S West Drive and Municipal Drive; Leander, Williamson County, Texas.
10. Approval of Subdivision Case FP-21-0023 regarding Lively Tract Phase 4 Final Plat on 1 parcel of land approximately 78.185 acres $\pm$ in size, more particularly described by Williamson County Central Appraisal District R544675; generally located east of the Gabriel's Outlook Section 1 Subdivision and south of Four Waters Loop, Leander, Williamson County, Texas.
11. Approval of Subdivision Case FP-22-0013 regarding Carneros Ranch Phase 6 Final Plat on one parcel of land approximately 17.85 acres $\pm$ in size, more particularly described by Williamson County Central Appraisal District R523829; generally located east of Sauterne Drive and west of Pinot Noir Street, Leander, Williamson County, Texas.
12. Approval of the Subdivision, Site Development, and Dry Utility Application Forms pursuant to Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.
13. Approval of Minutes

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to approve P & Z minutes.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

PUBLIC HEARING: ACTION

14. *[Commissioner Oliver recused himself from this item and left the room]*

Conduct a Public Hearing and consider action on Subdivision Case FP-22-0044 and Variance Case VA-23-0013 to approve the Sarita Valley Short Form Final Plat and Variance on one parcel of land approximately 5.403 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R512374; generally located north east of Ronald W Reagan Blvd. and Sarita Dr., Leander, Williamson County, Texas.

- Discuss and consider action on Subdivision Case FP-22-0044 and Variance Case VA-23-0013 as described above.

Tom Mitchell spoke requesting more information.

Motion made by Commissioner John Cosgrove, seconded by Commissioner Deirdre Moss to approve the Final Plat.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner Ron May

4 - 0 Passed

[Commissioner Oliver returned to the room]

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0076 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Highway 29 Commercial Minor PUD (Planned Unit Development) with the GC-3-A (General Commercial) base zoning district on one parcel of land approximately 53.23 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032262; and generally located approximately 1,500 feet to the west of the intersection of SH 29 and Ronald W Reagan Blvd, on the south side of SH 29, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0076 as described above.

Motion made by Commissioner John Cosgrove, seconded by Commissioner James Oliver to unanimously recommend approval of the Zoning request with the following conditions:

1. The maximum height of truck bays may not exceed eighteen feet
2. Truck bays and docks may not face the single-family residential property to the west.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

REGULAR AGENDA

16. Discuss and consider action on Tree Removal Case TRP-23-0013 regarding removal of two heritage trees and seven significant trees associated with the VALPS Ronald Reagan Retail Site Development Project located at 17401 Ronald Reagan Blvd., Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the Tree Removal Request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

17. Discuss and consider action on Tree Removal Case TRP-23-0016 regarding removal of a Significant Tree associated with the Brushy Creek Retail Floodplain Development Project, generally located at US 183 and Metro Dr. Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the Tree Removal request.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip,
Commissioner James Oliver, Commissioner Ron May

5 - 0 Passed

18. Discussion regarding the Sign Ordinance
19. Adjournment at 7:20 p.m.

APPROVED:

CHAIRMAN MAHAN

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
07/20/2023

AGENDA SUBJECT:

Discuss and consider action on the purchase of ten (10) Axon officer safety plan licenses, tasers, and body cameras utilizing BuyBoard Contract 648-21 in the amount of \$82,458.30; and authorize the city manager to execute any and all necessary documents.

BACKGROUND:

The objective of this purchase is to obtain ten (10) additional licenses for software we currently use as a department and the necessary equipment for new officers which enhances officer safety, promote accountability, and improve transparency within our law enforcement agency. The proposal includes the acquisition of the necessary licenses, Tasers, and body cameras to equip our officers with advanced technology for effective and responsible policing.

The Axon Officer Safety Plan licenses offer access to the evidence/reporting system and a comprehensive suite of tools and services designed to optimize officer safety. This plan includes features such as real-time situational awareness, incident management, and secure communication channels. By providing our officers with these licenses, we aim to enhance their ability to make informed decisions, respond effectively to incidents, and ensure their well-being during critical situations.

In addition to the licenses, this proposal includes the purchase of Tasers, which are non-lethal weapons designed to incapacitate suspects without causing significant harm. Tasers offer an alternative to lethal force and can help de-escalate potentially dangerous situations. Equipping our officers with Tasers will enable them to handle confrontations with reduced risk to both officers and suspects, promoting safer interactions and minimizing the likelihood of severe injuries or fatalities.

Furthermore, the purchase proposal encompasses body cameras, which have proven to be valuable tools for accountability and transparency in law enforcement. Body cameras capture audio and video evidence from officers' perspectives, providing an objective record of interactions with the public. These cameras foster trust between law enforcement and the community, as they promote transparency and can serve as evidence in investigations or legal proceedings.

By investing in the Axon Officer Safety Plan licenses, Tasers, and body cameras, our agency will strengthen officer safety protocols, promote responsible and ethical policing practices, and build public trust. These tools align with the current trends and best practices in law enforcement, ensuring that our officers have access to the latest technology to fulfill their duties effectively and safely.

The estimated budget for this purchase proposal is outlined in the attached document. It includes the costs of the licenses, Tasers, body cameras, and associated equipment.

HISTORY/TIMELINE:

10/1/2020 - City Council approved a five (5)- year agreement with Axon.

RECOMMENDATION:

Recommend Approval

PRESENTER:

Fiscal Impact

Amount requested: \$12,185.30
Approved in current budget (Yes / No): Yes
Expenditure (New / Amended): New
Recurring or one-time: Recurring
Fund source (Operating / Utility / etc.): Police Operating

Amount requested: \$35,136.50
Approved in current budget (Yes / No): Yes FY24
Expenditure (New / Amended): New
Recurring or one-time: Recurring
Fund source (Operating / Utility / etc.): Police Operating

Amount requested: \$35,136.50
Approved in current budget (Yes / No): Yes FY25
Expenditure (New / Amended): New
Recurring or one-time: Recurring
Fund source (Operating / Utility / etc.): Police Operating

Attachments

1. Axon Quote
2. Previous Action 10-1-2020



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-488612-45112.593MA

Issued: 07/05/2023

Quote Expiration: 07/26/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 111124

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Leander Police Dept. - TX ATTN: Jackson Mitchell 705 Leander Dr Leander, TX 78641-2024 USA	Leander Police Dept. - TX 705 Leander Dr Leander TX 78641-2024 USA Email:	Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Glenn Cunningham Phone: (512) 568-7893 Email: gcunningham@leandertx.gov Fax:

Quote Summary

Program Length	26 Months
TOTAL COST	\$82,458.30
ESTIMATED TOTAL W/ TAX	\$82,458.30

Discount Summary

Average Savings Per Year	\$19,303.89
TOTAL SAVINGS	\$41,825.10

Payment Summary

Date	Subtotal	Tax	Total
Aug 2023	\$12,185.30	\$0.00	\$12,185.30
Oct 2023	\$35,136.50	\$0.00	\$35,136.50
Oct 2024	\$35,136.50	\$0.00	\$35,136.50
Total	\$82,458.30	\$0.00	\$82,458.30

Quote Unbundled Price:	\$124,283.40
Quote List Price:	\$89,526.60
Quote Subtotal:	\$82,458.30

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73976	OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	10	26		\$26.25	\$63.67	\$16,555.00	\$0.00	\$16,555.00
OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	10	26	\$371.96	\$238.28	\$209.53	\$54,477.80	\$0.00	\$54,477.80
A la Carte Hardware									
AB3C	AB3 Camera Bundle	10			\$749.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	10			\$849.00	\$749.00	\$7,490.00	\$0.00	\$7,490.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$1,595.00	\$3,190.00	\$0.00	\$3,190.00
A la Carte Warranties									
11641	CRADLEPOINT, NETCLOUD, RENEWAL, 1YR	7			\$213.00	\$106.50	\$745.50	\$0.00	\$745.50
Total							\$82,458.30	\$0.00	\$82,458.30

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	11	08/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	10	08/15/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	11	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20018	TASER BATTERY PACK, TACTICAL	12	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	10	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	40	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	40	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	20	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	74200	TASER 6-BAY DOCK AND CORE	1	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75015	SIGNAL SIDEARM KIT	10	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	08/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	08/15/2023
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	10	10/01/2023
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	11	10/01/2023
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	11	10/01/2023
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	10/01/2023
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	10/01/2023
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	10/01/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	10/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	10/15/2023
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	10/15/2024
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	10/15/2024
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73310	AXON CAMERA REFRESH TWO	10	10/15/2024
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	10/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER 7 EVIDENCE.COM LICENSE	10	09/15/2023	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER 7 EVIDENCE.COM LICENSE	1	09/15/2023	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73478	REDACTION ASSISTANT USER LICENSE	10	09/15/2023	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73618	AXON COMMUNITY REQUEST+ LICENSE	10	09/15/2023	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73638	STANDARDS ACCESS LICENSE	10	09/15/2023	11/14/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73680	RESPOND DEVICE PLUS LICENSE	10	09/15/2023	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73682	AUTO TAGGING LICENSE	10	09/15/2023	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	09/15/2023	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	10	09/15/2023	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73739	PERFORMANCE LICENSE	10	09/15/2023	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	09/15/2023	11/14/2025

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	10
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	10

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	11641	CRADLEPOINT, NETCLOUD, RENEWAL, 1YR	7	09/15/2023	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80374	EXT WARRANTY, TASER 7 BATTERY PACK	12	08/15/2024	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	10	08/15/2024	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	08/15/2024	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	10	08/15/2024	11/14/2025
OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	08/15/2024	11/14/2025

Payment Details

Aug 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Co-Term To Year 3	73976	OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	10	\$2,317.74	\$0.00	\$2,317.74
Co-Term To Year 3	AB3C	AB3 Camera Bundle	10	\$0.00	\$0.00	\$0.00
Co-Term To Year 3	H00001	AB4 Camera Bundle	10	\$1,048.60	\$0.00	\$1,048.60
Co-Term To Year 3	H00002	AB4 Multi Bay Dock Bundle	2	\$446.60	\$0.00	\$446.60
Co-Term To Year 3	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	10	\$7,626.86	\$0.00	\$7,626.86
CP	11641	CRADLEPOINT, NETCLOUD, RENEWAL, 1YR	7	\$745.50	\$0.00	\$745.50
Total				\$12,185.30	\$0.00	\$12,185.30

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	10	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73976	OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	10	\$7,118.68	\$0.00	\$7,118.68
Year 4	AB3C	AB3 Camera Bundle	10	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	10	\$3,220.70	\$0.00	\$3,220.70
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	\$1,371.70	\$0.00	\$1,371.70
Year 4	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	10	\$23,425.42	\$0.00	\$23,425.42
Total				\$35,136.50	\$0.00	\$35,136.50

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73976	OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	10	\$7,118.68	\$0.00	\$7,118.68
Year 5	AB3C	AB3 Camera Bundle	10	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	10	\$3,220.70	\$0.00	\$3,220.70
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	\$1,371.70	\$0.00	\$1,371.70
Year 5	OSP7+	OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	10	\$23,425.42	\$0.00	\$23,425.42
Total				\$35,136.50	\$0.00	\$35,136.50

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/5/2023





EXECUTIVE SUMMARY
10/01/2020

AGENDA SUBJECT:

Approval of a Professional Services Agreement between the City of Leander and Axon Enterprises, Inc for the supply and maintenance of equipment and services associated with the Police Department's (PD) Body-Worn Camera (BWC) Program, Tasers, Computer Aided Dispatch System (CAD) and Records Management System (RMS); for a five (5) year contract with an amount not to exceed of \$1,202,851.80 over the term of the contract; providing for terms and conditions; and authorizing the City Manager to execute any and all necessary documents.

BACKGROUND:

Attached you will find the five (5)- year contract with AXON Enterprises Inc. This contract includes all AXON services (BWC and Taser) the police department is already participating in on an annual bases. PD requested AXON include all current contracts (BWC and Taser) be brought under one (1) contract to simplify the renewal and finance process.

Axon allows the system to be paid one time in full or in a five (5)- year installment plan. The first year on-boarding payment is *\$240,570.80. Beginning year two annual maintenance costs are anticipated at *\$240,570.25 and continuing through years three, four and five. The cost is comparable to similar law enforcement platforms throughout the United States.

*Reflects a \$7,000.00 dollar annual discount if contract approved by October 2, 2020.

The Axon CAD and RMS products were awarded a Buy Board contract in October 2018. Contract #568-18 is valid through September 29, 2021. The City seeks to utilize this contract offering and pricing structure.

Local Government Code Sec. 271.012, Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Buy Board solicitations are posted year-round to continually seek the best pricing. Buy Board Contract #568-18 will be used.

HISTORY/TIMELINE:

2013 - The City began to utilized Axon products and services. These services include Tasers, Taser cartridges, body and fleet cameras and the accompanying camera recording system.

2014, the Leander Police Department began utilizing the services of another CAD/RMS platform, which has been bought out by several companies. Staff has been advised that their current software will not be receiving updates in the future and believes the intent of their current vendor is to dissolve their current system and require them to move into a different CAD/RMS platform. Staff has reviewed the system that they are recommending and it does not meet the department's needs.

Over the past year, the Police Department staff has explored the market for these platforms and favors the Axon Enterprises system. Axon would allow the Police Department to have the CAD, RMS and video recording systems under one vendor. The Axon Enterprises system would also provide the Police Department with a 100% cloud solution which eliminates the need to purchase servers or fear the loss of valued information in case of a natural disaster.

It should be noted that this contract will combine CAD/RMS with the Taser 5-year contract (\$53,820.20

annually) and Body Worn Camera 5-year contract (\$22,296.50 annually).

RECOMMENDATION:

Consider approval of a Professional Services Agreement between the City of Leander and Axon Enterprises, Inc for the supply and maintenance of equipment and services associated with the Police Department's BWC Program, Tasers, Computer Aided Dispatch System (CAD) and Records Management System, in the amount of \$1,202,851.80 {a five (5)- year contract}; providing for terms and conditions; and authorizing the City Manager to execute any and all necessary documents.

PRESENTER:

Greg Minton, Police Chief
Joy Simonton, General Services Manager
Robert Powers, Finance Director

Fiscal Impact

Account(s) : 01-40-5555

Account(s) : 40-04-7501

SUMMARY:

Year 1	240,570.80	
Year 2	240,570.25	
Year 3	240,570.25	
Year 4	240,570.25	
Year 5	240,570.25	
Grand Total	**1,202,851.80	

** Includes implementation and data conversion services. The FY 2021 General CIP budget includes \$316,200.00 for the data migration and implementation of the new CAD/RMS system. The remaining costs for the current equipment and services provided by Axon (BWC and Tasers) are budgeted in the Police Department's budget. The additional ongoing annual cost for CAD/RMS will increase by \$29,753.00 as compared to the current vendor (Central Square).

01-40-5555 \$153,301
40-04-7501 \$316,200

Attachments

1. Axon Quote 2020