



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - June 16, 2022
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

Place 3 – Jason Shaw

Place 4 – Na'Cole Thompson

Place 5 – Chris Czernek

Place 6 – Becki Ross, *Mayor Pro Tem*

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. Discuss 2021 Roadway Impact fee.

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. Recognitions/Proclamations/Visitors.
 - Leander Youth Soccer Proclamation
 - Juneteenth Proclamation
8. Leander History
9. Staff Reports
 - City Facilities Update
 - Public Works Update

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on June 2, 2022.
11. Approval of a partnership with Opportunities for Williamson and Burnet Counties (OWBC) and the City to implement a Low Income Household Water Assistance Program for City of Leander utility customers.
12. Approval of the extension of the application expiration for Subdivision Cases 20-FP-016, 20-FP-017, and 20-PICP-024 Palmera Bluff Sections 4 and 6 construction plans and final plats; generally located to the north of the intersection of Logan Del Way and E. San Gabriel Parkway, Leander, Williamson County, Texas.
13. Approval of the Second Reading of the Zoning Case 21-Z-036 to amend the current Knight PUD (Planned Unit Development) with the base zoning districts GC-3-A (General Commercial) and MF-2-A (Multi-Family); and approval of Masonry Development Agreement Case 21-DA-027 on one (1) parcel of land approximately 9.938 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R583665; and generally located to the south of the intersection of US 183 and County Glen Drive, to the west of the railroad tracks, and north of the southern City Limits, Leander, Williamson County, Texas.
14. Approval of the Bar W Ranch West Phase 5 License Agreement, Case 22-LA-002, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of Stamp Iron Avenue, Leander, Williamson County, Texas.
15. Approval of an agreement regarding the Certificate of Convenience and Necessity (CCN) decertification and Extra Territorial Jurisdiction release for the Parkside Peninsula Tract, including 28.212 acres $\pm$, generally located 1,500 feet to the northwest of the intersection CR 176 and Whisper Lane, Leander, Williamson County, Texas.
16. Approval of an interlocal agreement allocating extraterritorial jurisdiction between the City of Georgetown and the City of Leander for the release, acceptance, and allocation of extraterritorial jurisdiction between Georgetown and Leander for the Parkside Peninsula Tract, including 28.212 acres $\pm$, generally located 1,500 feet to the northwest of the intersection CR 176 and Whisper Lane, Leander, Williamson County, Texas.
17. Approval of Development Agreement Case 22-DA-011 regarding the CB Hardware Development on two (2) parcels of land approximately 2.571 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R498662 and R498663; and 700 Blueline Drive, Leander, Williamson County, Texas.
18. Approval of agreement for professional services with GBA, Inc., for engineering services to assist in reviewing plan submissions in the amount of \$100,000.00; and authorize the City Manager to negotiate and execute any and all necessary documents.
19. Approval of Task Order No. HVJ-14 with HVJ Associates, Inc., for professional services for geotechnical investigation and pavement design for Benbrook Ranch Project in the amount of \$29,986.00; and authorize the City Manager to execute any and all necessary documents.

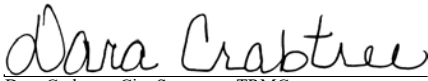
20. Approval of an 18-month renewal of right-of-way (ROW) mowing and landscape maintenance contract with Unity Contractor Services, Inc. with renewal pricing, in the total amount of \$301,710.99; and authorize the City Manager to execute any and all necessary documents.

REGULAR AGENDA

21. Discuss and consider action on Tree Removal Case 21-TRP-002 regarding removal of Significant and Heritage Trees associated with the San Gabriel East Elevated Storage Tank Capital Improvement Project generally located north of Palmera Ridge Section 9 and west of the intersection of Ronald Reagan Boulevard and Capistrano Path, Leander, Williamson County, Texas.
22. Discuss and consider action authorizing the President of BCRUA to execute Supplemental Agreement No. 13 for BCRUA Phase 2 Raw Water Delivery System with Walker Partners/Freese and Nichols Joint Venture.
23. Discuss and consider action on the appointment of a council liaison to the Public Art Commission.
24. Discuss and consider action on establishing a Memorial Day ceremony to be held the Saturday prior to the holiday in conjunction with the Boy Scouts laying of flags.
25. Council Member Closing Statements.
26. 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 10th day of June 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Discuss 2021 Roadway Impact fee.

PRESENTER:

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

Attachments

1. Presentation



Roadway Impact Fee Briefing
City Council Meeting
Kimley»Horn

June 16, 2022

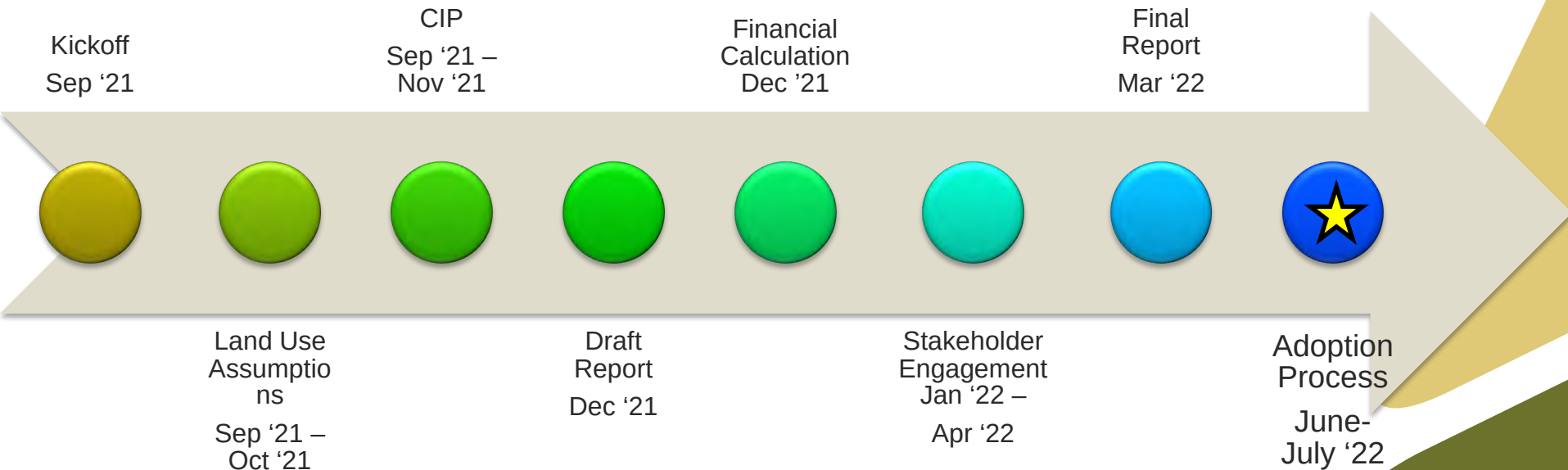
Meeting Purpose

- Recap on Study and Process
- Capital Improvement Advisory Committee (CIAC) recommendations
- Revenue Projections from CIAC recommendations
- Ordinance Components
- Council discussion and feedback on policy decisions



STUDY PROCESS RECAP

Project Timeline



Adopted Study Assumptions April 7, 2022

CIAC recommended policy & discussion

July 7th Public Hearing and Ordinance scheduled

Where We've Been

Event	Date
CIAC #1	January 27th
Council Set Public Hearing #1	February 3 rd
CIAC #2 (Study & Maximum Fee)	February 24 th
Stakeholder Meeting	March 9th
Council Public Hearing #1	March 17 th
CIAC #3	March 24 th
CIAC #4 (Recommendations)	April 28 th
Council Set PH #2	May 19 th
Council Workshop	June 16 th
Council Public Hearing/Ordinance	July 7 th

**City website has been
kept up to date with all
materials since February**

Past Action – Study Assumptions



5 BOUNDARIES
SERVICE AREAS



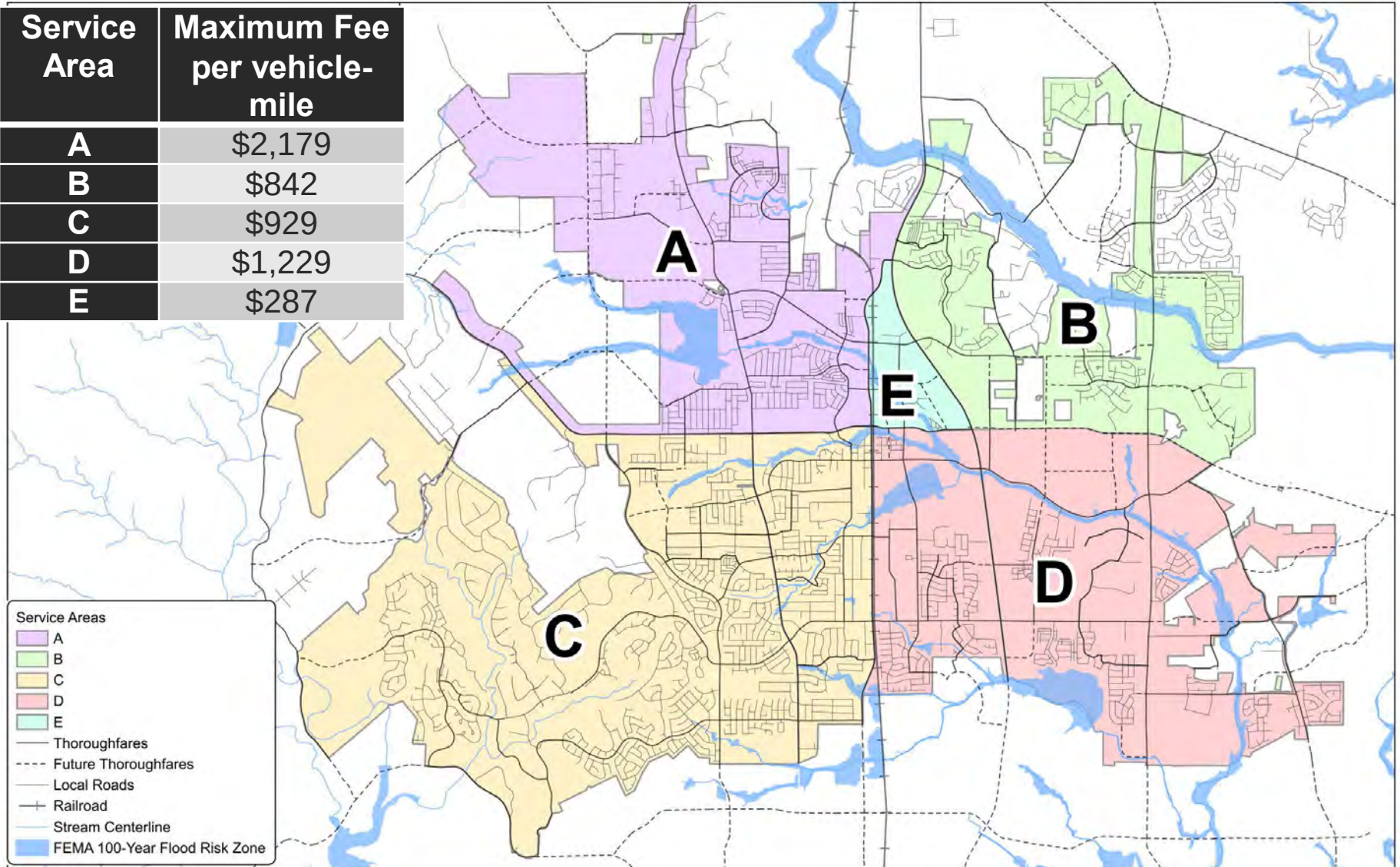
10-YEAR GROWTH
PROJECTIONS



IMPACT FEE CIP
COSTING

Final Maximum Fees Results

Service Area	Maximum Fee per vehicle-mile
A	\$2,179
B	\$842
C	\$929
D	\$1,229
E	\$287



What's In the Study / Ordinance?

- Service Areas
 - Land Use Assumptions
 - Service Units
 - Capital Improvements Plan
 - Maximum Fee
 - Collection Rate
 - Ordinance (Policy)
- Kimley-Horn Study*
- Policy Decision (July 7th)* *
Always adjustable

*Complete & Online

(Max Fee only addition from 3/17 Council)

* * Discuss draft recommendations/Ordinance today



POLICY DISCUSSION

Framework for Policy

1. Effective Date – when to start collecting & grace periods, phasing, etc.
2. Collection Rate – how much to collect in each service area & any land use categories
3. Other City Objectives – could include things like reductions as incentives

Other Cities' Implementation Schedules

City	Adoption	Effective Date	Grandfathering (if any)
Round Rock	March 2019	January 1, 2021 (Phased Rates)	Grace period for all properties 21 months
Pflugerville	November 2020	March 1, 2021 (Phased Rates)	Grace period for previously platted 3 month
Austin	December 2020	June 20, 2022 (No Phasing)	Grace period for all properties 18 months, if TIA approved prior to Dec '20, 3 years grace period
Georgetown	March 2021	March 1, 2023 (Phased Rates)	Exempt if prelim plat submitted prior to Mar '23, or if existing approved TIA or development agreement also exempt

CIAC Recommendation – Effective Date

NOTE: State law requires minimum 1 year grace period from Ordinance effective date for previously platted properties

CIAC recommends setting effective date of ordinance 1 year after Ordinance adoption, exempting all properties with a final plat, approved TIA, or Development Agreement at adoption date of Ordinance for Roadway Impact Fees.

Collection Rate

Only limited by maximum fee in each service area

CIAC recommends adopting the maximums established in the study by Service Area

CIAC recommends setting the collection rate at the following amounts :

- Residential – 50% of maximum
- Non-Residential – 10% of maximum for 2 years; 15% thereafter until study update required

Sample Developments Applying Collection Rates

Sample Development	Road Adequacy Fees or \$ of Improvements	CIAC Proposed Rates ²	Georgetown (2023 Rates - % of Max)	Round Rock (2021 Rate)	Round Rock (2024 Rate)	Austin ² (Low – High)	Pflugerville ³ (Low – High % of Max)
124 Single Family Houses (ITE 210) (A)	\$62,000	\$545,848	\$329,247 – 568,318	\$397,792	\$773,760	\$302,560 - \$449,004	\$629,920 - \$839,852
479 Single Family Houses (ITE 210) (D)	\$600,000	\$1,189,357	\$1,271,850 - \$2,195,358	\$1,536,632	\$2,988,960	\$1,168,760 - \$1,734,459	\$2,433,320 - \$3,244,267
Mixed Commercial 6ksf Fast Food; 12 pump gas station, 8ksf auto care, 30ksf retail, 20ksf office (D)	\$0	\$84,830 (\$127,240)	\$141,846 - \$244,800	\$285,558	\$428,337	\$644,241 - \$647,474	\$434,427 - \$797,089
5,481 ft ² Office (ITE 710) (C)	\$20,000	\$2,477 (\$3,722)	\$5,316 - \$9,176	\$10,703	\$16,054	\$25,905 - \$28,436	\$16,950 - \$31,086

1 Note: Non-Residential Rates Reflect 10% initial with increase to 15% after 2 years (3 years after adoption)

2 Note: Low & High differ due to different trip lengths in/out of “loop”

3 Note: Low is 1st phase (2022), High is 2nd Phase (2023 onward)

Cost per Square Foot or Unit

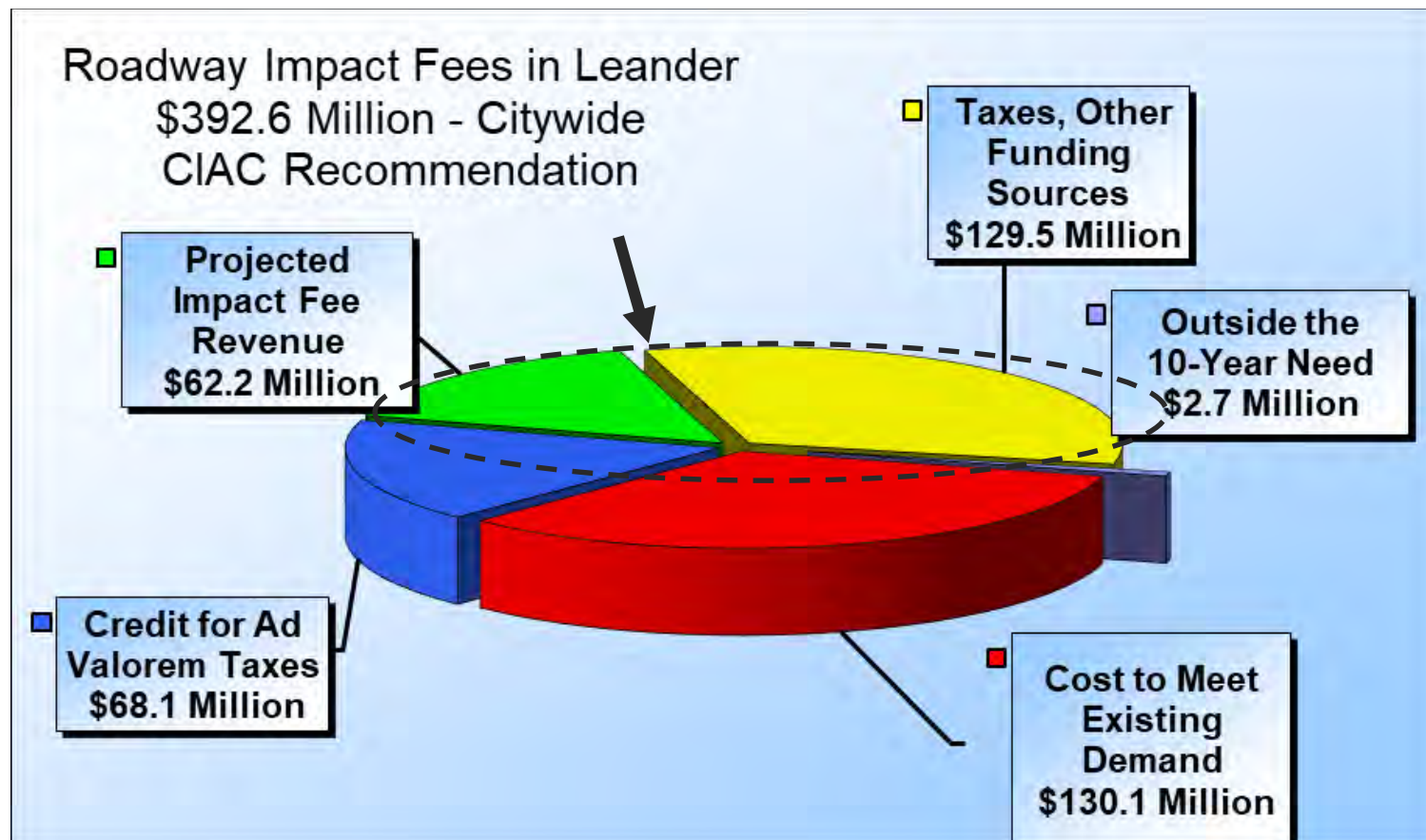
Development Type	Cost Per Unit Range (varies)
Single Family	\$580 - \$4,402 per lot
Duplex	\$352 - \$2,670 per dwelling unit
Apartment (3 stories +)	\$241 - \$1,831 per unit
Office	\$0.14 - \$1.06 per s.f. (Phase 1*)
Retail (strip center, <40ksf)	\$0.40 - \$3.01 per s.f. (Phase 1*)
Warehousing	\$0.03 - \$0.24 per s.f. (Phase 1*)
Fast Food Restaurant w/ Drive Thru	\$0.81 - \$6.16 per s.f. (Phase 1*)

*Rates 50% higher in Phase 2



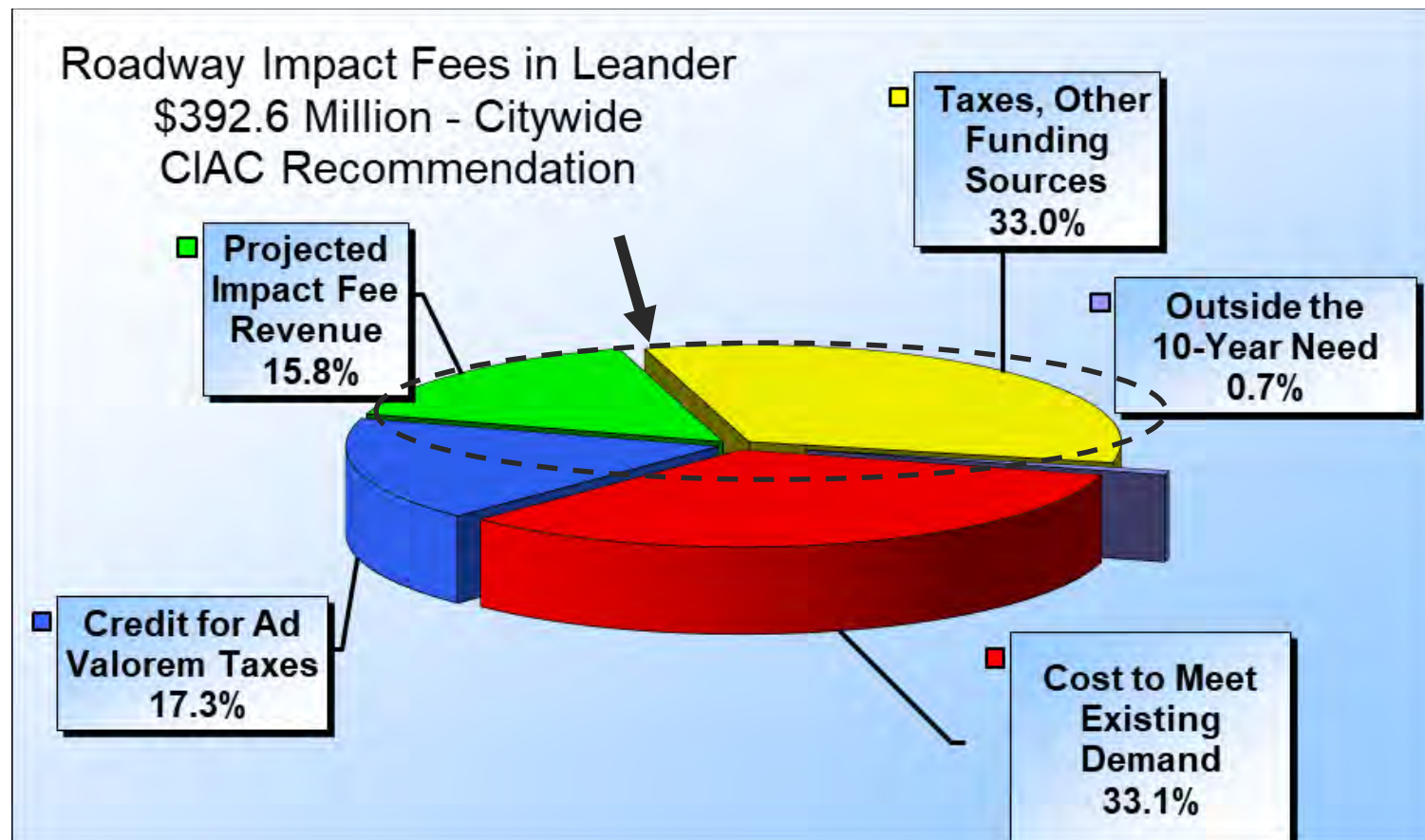
APPLYING DRAFT RECOMMENDATIONS

Revenue Projections (\$)



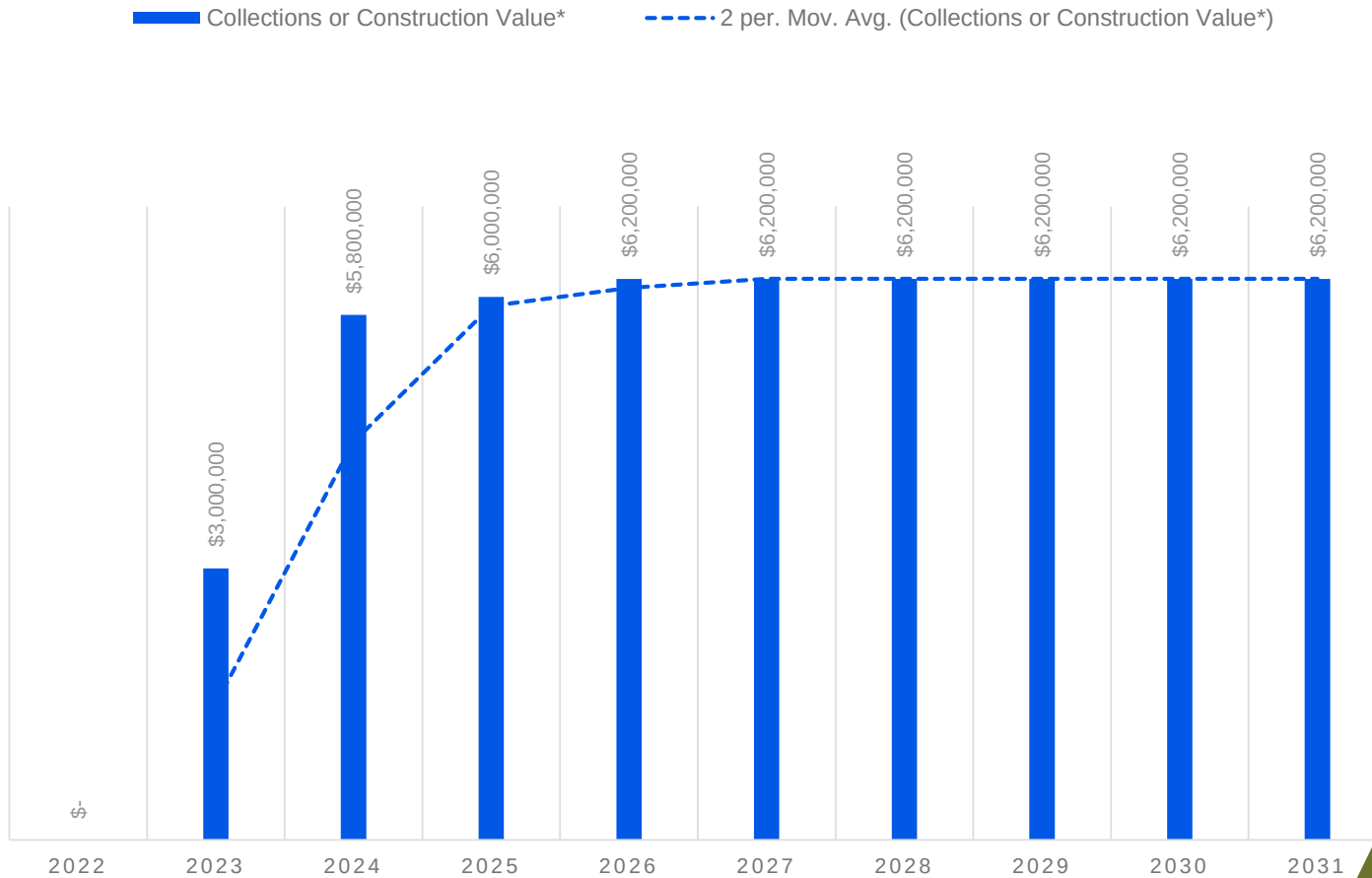
**Roughly \$6.2 Million per year in revenues
or built transportation infrastructure**

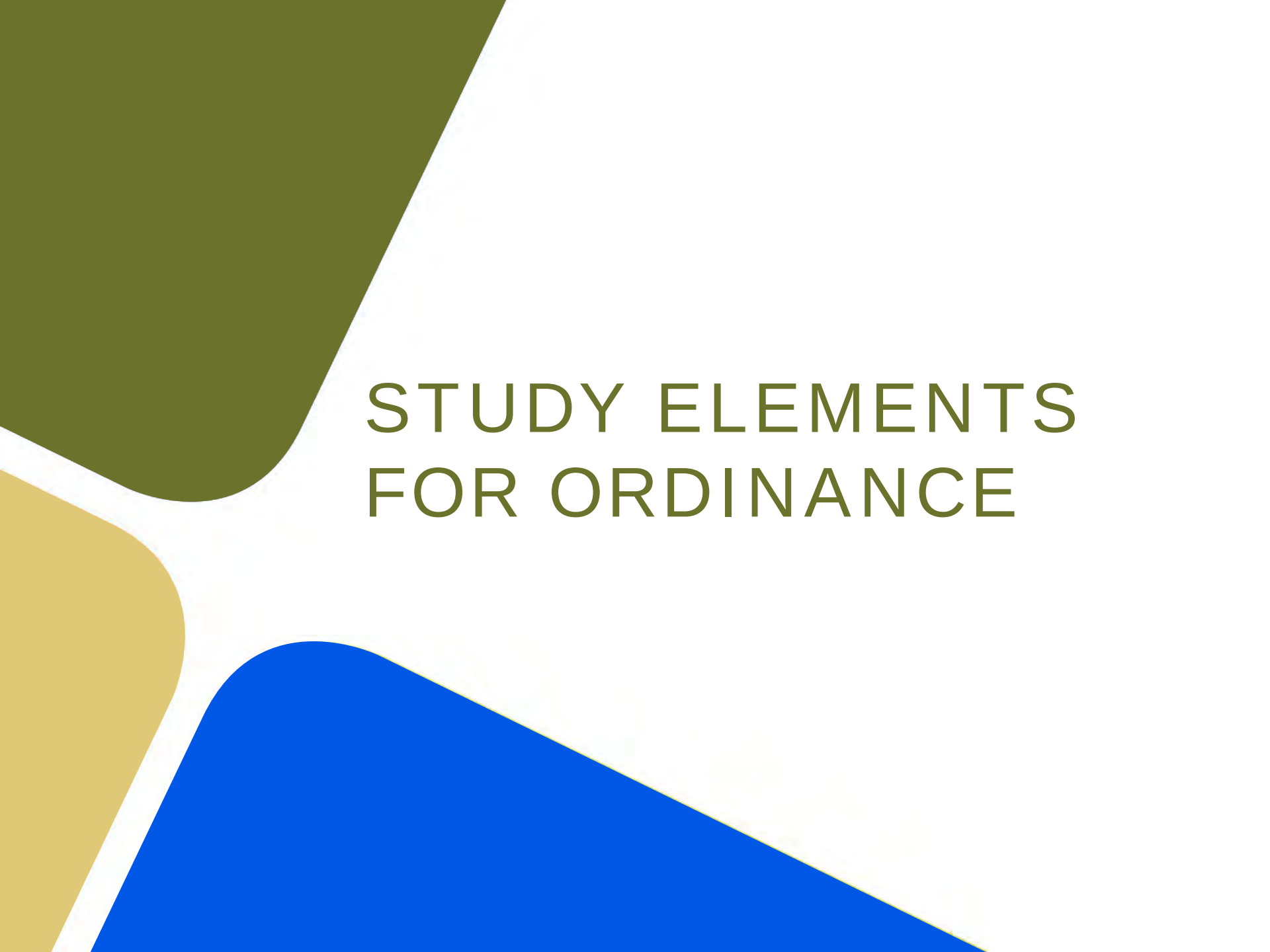
Revenue Projections (%)



Roughly 15.8 % of total needs met, or 1 out of every 6 projects needed can be built

Revenue Projections





STUDY ELEMENTS FOR ORDINANCE

Conversion Chart

Table 9. Land Use / Vehicle-Mile Equivalency Table (LUVMET)

Land Use Category	ITE Land Use Code	Development Unit	PM Peak Hour Trip Generation Rate	Pass-by Rate	Adjusted PM Peak Hour Trip Generation Rate	Trip Length (Miles)	Adjustment for O-D	Adjusted Trip Length (Miles)	Maximum Trip Length (Miles)	Vehicle-Miles per Development-Unit
PORT AND TERMINAL										
Truck Terminal	030	1,000 SF GFA	1.87		1.87	10.70	50%	5.35	5.35	10.00
INDUSTRIAL										
General Light Industrial	110	1,000 SF GFA	0.65		0.65	12.89	50%	6.45	6.00	3.90
Industrial Park	130	1,000 SF GFA	0.34		0.34	12.89	50%	6.45	6.00	2.04
Warehousing	150	1,000 SF GFA	0.18		0.18	12.89	50%	6.45	6.00	1.08
Mini-Warehouse	151	1,000 SF GFA	0.15		0.15	12.89	50%	6.45	6.00	0.90
RESIDENTIAL										
Single-Family Detached Housing	210	Dwelling Unit	0.94		0.94	8.59	50%	4.30	4.30	4.04
Multifamily Housing (Low-Rise)	220	Dwelling Unit	0.51		0.51	8.59	50%	4.30	4.30	2.19
Multifamily Housing (Mid-Rise)	221	Dwelling Unit	0.39		0.39	8.59	50%	4.30	4.30	1.68
Multifamily Housing (High-Rise)	222	Dwelling Unit	0.32		0.32	8.59	50%	4.30	4.30	1.38
Senior Adult Housing - Detached	251	Dwelling Unit	0.30		0.30	8.59	50%	4.30	4.30	1.29
Senior Adult Housing - Attached	252	Dwelling Unit	0.25		0.25	8.59	50%	4.30	4.30	1.08
Assisted Living	254	Beds	0.24		0.24	8.59	50%	4.30	4.30	1.03
LODGING										
Hotel	310	Room	0.59		0.59	5.41	50%	2.71	2.71	1.60
Motel / Other Lodging Facilities	320	Room	0.36		0.36	5.41	50%	2.71	2.71	0.98
RECREATIONAL										
Golf Driving Range	432	Tee	1.25		1.25	6.35	50%	3.18	3.18	3.98
Golf Course	430	Acre	2.91		2.91	6.35	50%	3.18	3.18	9.25
Recreational Community Center	495	1,000 SF GFA	2.50		2.50	6.35	50%	3.18	3.18	7.95
Ice Skating Rink	465	1,000 SF GFA	1.33		1.33	6.35	50%	3.18	3.18	4.23
Miniature Golf Course	431	Hole	0.33		0.33	6.35	50%	3.18	3.18	1.05
Multiplex Movie Theater	445	Screens	13.96		13.96	6.35	50%	3.18	3.18	44.39
Racquet / Tennis Club	491	Court	3.82		3.82	6.35	50%	3.18	3.18	12.15
INSTITUTIONAL										
Religious Place of Worship	560	1,000 SF GFA	0.49		0.49	6.30	50%	3.15	3.15	1.54
Day Care Center	565	1,000 SF GFA	11.12		11.12	3.39	50%	1.70	1.70	18.90
Middle School / Junior High School	522	Students	0.15		0.15	3.39	50%	1.70	1.70	0.26
University / College	550	Students	0.15		0.15	3.39	50%	1.70	1.70	0.26

Water Impact Fees – Meter Size (inches)
Roadway Impact Fees – “Vehicle-Miles”

Maximum Fees – Schedule 1

Service Area	Maximum Fee per vehicle-mile
A	\$2,179
B	\$842
C	\$929
D	\$1,229
E	\$287

Conversion Chart (previous slide) for the proposed land use to get fee for site

Collection Rates – Schedule 2

Service Area	Collection Rate per vehicle-mile RESIDENTIAL	Collection Rate per vehicle-mile NON-RESIDENTIAL
A	\$1,089.63	\$326.89
B	\$420.98	\$126.29
C	\$464.49	\$139.35
D	\$614.63	\$184.39
E	\$143.56	\$43.07

Conversion Chart (previous slide) for the proposed land use to get fee for site

NOTE: If adopted, a calculator will be made for use by applicants for ease of interpretation to be placed on the project website.



DISCUSSION AND POLICY FEEDBACK



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Approval of the minutes for meeting held on June 2, 2022.

BACKGROUND:

Attached are the minutes for the meeting held on June 2, 2022.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes 06.02.2022



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - June 2, 2022



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Esme Mattke Longoria
Place 3 – Jason Shaw

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

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

REGULAR MEETING – CONVENE AT 7:00 PM

1. Opened meeting at 7:00 p.m., Fire Chaplain Joe Bob Ellison provided the Invocation and Mayor Christine led the Pledges of Allegiance.
2. Roll Call reflected all present.
3. 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.]

John Handy Bosma, 1917 Cross Draw Trail - commented on hate crimes; direct threats his family has received; statute of limitations running out on direct threat from a campaign contributor; threats not investigated; and gestures made to make Leander a more welcoming place.

4. Recognitions/Proclamations/Visitors.
 - Dumpster Painting Earth Day 2022
5. Staff Reports
 - Public Works Update
6. Board Reports
 - BCRUA update

CONSENT AGENDA: ACTION

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve consent agenda items 7 and 9 through 24.

Vote: 7 - 0

7. Approval of the minutes for meetings held on May 16, 2022 and May 19, 2022.
8. Approval of amending the parking and street closures for Liberty Fest 2022.

Motion by Mayor Christine DeLisle, Seconded by Mayor Pro Tem Becki Ross to approve amending the parking and street closures for Liberty Fest 2022 with this option if the original plan utilizing HEB Center in Cedar Park falls through, following discussion.

Vote: 7 - 0

9. Approval of adding Emancipation Day, June 19th, to the personnel policy list of holidays.
10. Approval of a license to use right of way (rail) between Capital Metropolitan Transportation Authority (Licensor) and City of Leander (Licensee).
11. Approval of an interlocal agreement between the Texas Department of Information Resources and the City of Leander to allow the City to purchase information security response services as needed utilizing state negotiated pricing; and authorize the City Manager to execute any and all necessary documents.
12. Approval of one (1) year renewal with Core & Main for annual supply of water meters; and authorize the City Manager to execute any and all necessary documents.
13. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) between the hours of 8:00 p.m. and 6:00 a.m. for construction work to Lone Star Paving to perform roadway rehabilitation work on Sonny Drive from US 183 to S. West Drive as a part of the Roadway Rehabilitation FY 2022 Project.
14. Acceptance of public infrastructure improvements for traffic signal improvements of Bar W Marketplace at Kauffman Loop and Ronald W. Reagan Boulevard and for subdivision public infrastructure at Rosenbusch Ranch Phase 1.
15. Approval of purchase of one (1) skid steer from Ewald Kubota, Inc. in the amount of \$70,329.69 utilizing the Sourcewell Co-Op Contract; and authorize the City Manager to execute any and all necessary documents.
16. Approval of purchase of one (1) sewer jet camera truck from Cavender Grande Ford in the amount of \$286,616.00; and authorize the City Manager to execute any and all necessary documents.
17. Approval of Development Agreement Case 22-DA-006 regarding the QuikTrip #4165 Development on one (1) parcel of land approximately 2.134 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R080605; and generally located to the southeast of the intersection E. Crystal Falls Parkway and 183A Toll Road, Leander, Williamson County, Texas.

18. Approval of Development Agreement Case 22-DA-010 regarding the Glenwood Apartments Development on one (1) parcel of land approximately 4.88 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R314038; and located at 2804 Bagdad Road, Leander, Williamson County, Texas.
19. Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-008 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to adopt the 50 High Gabriel Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 2.3 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032240; and more commonly known as 50 High Gabriel East, Leander, Williamson County, Texas.
20. Approval of the Second Reading of an Ordinance regarding Zoning Case 22-Z-010 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to HC-4-D (Heavy Commercial) on one (1) parcel of land approximately 7 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R620745; and approximately 1,200 feet south of the intersection of CR 269 and Hero Way on the south side of Hero Way, Leander, Williamson County, Texas.
21. Approval of the Second Reading of an Ordinance Zoning Case 22-Z-013 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 805 S. Bagdad PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one (1) parcel of land approximately 2.26 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R035153; and legally described as Lots 2 & 3, Block B of the Falcon Oaks Sec 1 Subdivision, Leander, Williamson County, Texas.
22. Approval of a Resolution accepting the petition for the Gabriel Tract Annexation Case 22-A-002 regarding the voluntary annexation of 17.821 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R500871; and generally located to the west of the western terminus of Gabriels Horn Road, west of the intersection of Ronald W. Reagan Boulevard and Gabriels Horn Road, Leander, Williamson County, Texas.
23. Approval of a Resolution accepting the petition for the 500 Heritage Grove Road Annexation Case 22-A-004 regarding the voluntary annexation of 44.385 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031642 and R031640; and commonly known as 500 Heritage Grove Road, Leander, Williamson County, Texas.
24. Approval of a Resolution accepting the petition for the Sullivan Tract Annexation Case 21-A-007 regarding the voluntary annexation of 308 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R356046, R022922, R022921, and R022741; and generally located to the west of the intersection of Oak Creek Road and N. Bagdad Road, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

25. Mayor Christine opened a Public Hearing at 8:03 p.m. regarding Zoning Case 21-Z-036 to amend the current Knight PUD (Planned Unit Development) with the base zoning districts GC-3-A (General Commercial) and MF-2-A (Multi-Family) on one (1) parcel of land approximately 9.938 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R583665; and generally located to the south of the intersection of US 183 and County Glen Drive, to the west of the railroad tracks, and north of the southern City Limits, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public hearing closed at 8:03 p.m.

- Discuss and consider action regarding Zoning Case 21-Z-036 as described above.

Motion by Mayor Pro Tem Becki Ross, Seconded by Councilmember Kathryn Pantalione-Parker to approve Zoning Case 21-Z-036 to amend the current Knight PUD (Planned Unit Development) with the base zoning districts GC-3-A (General Commercial) and MF-2-A (Multi-Family) on one (1) parcel of land approximately 9.938 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R583665; and generally located to the south of the intersection of US 183 and County Glen Drive, to the west of the railroad tracks, and north of the southern City Limits, Leander, Williamson County, Texas, as submitted with reduced parking, following a discussion.

Vote: 7 - 0

REGULAR AGENDA

26. Discuss and consider action on the Hawkes Landing North Development Agreement Case 22-DA-001, a Wastewater Encroachment Agreement, and a License Agreement on a portion of a parcel of land approximately 66.17 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031685; and to the southwest of the intersection of Bagdad Road and Halsey Drive, on the south side of Bagdad Road; Leander, Williamson County, Texas.

Motion by Councilmember Jason Shaw, Seconded by Councilmember Kathryn Pantalione-Parker to approve the Hawkes Landing North Development Agreement Case 22-DA-001, a Wastewater Encroachment Agreement, and a License Agreement on a portion of a parcel of land approximately 66.17 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031685; and to the southwest of the intersection of Bagdad Road and Halsey Drive, on the south side of Bagdad Road; Leander, Williamson County, Texas.

Vote: 7 - 0

27. Council Member Closing Statements.

Kathryn Pantalione-Parker - reminded everyone that Old Town Street Festival was this weekend.

Esme Matke Longoria - commented June was Pride Month; recognizing the members of the community that identify LGBTQ+; we don't just support our own views we support the community; and thank Leander for recognizing it.

Christine DeLisle - commented on upcoming events including Old Town Street Festival on Saturday; inaugural Juneteenth Jubilee on June 18 orchestrated by Councilmember Thompson; and Liberty Fest on July 4th.

28. Adjourned at 8:21 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Approval of a partnership with Opportunities for Williamson and Burnet Counties (OWBC) and the City to implement a Low Income Household Water Assistance Program for City of Leander utility customers.

BACKGROUND:

The Low Income Household Water Assistance Program (LIHWAP) is a water assistance program designed to assist low-income households in meeting their immediate water and wastewater needs. The LIHWAP is administered through subrecipients which covers customers in Williamson County. OWBC would be responsible for taking applications for assistance and handling the review and approval process. If an application for assistance is approved, OWBC would notify the City and the City would apply the payment credit to the customer's account. OWBC would then follow up with making the payment directly to the City. Other than staff time, there is not any additional cost to the City.

This program expires January 1, 2023, although an extension can be requested for up to one additional year.

RECOMMENDATION:

Authorize the City Manager to execute any and all necessary documents to implement the program.

PRESENTER:

Laura Lopez, Utility Billing Manager
Jodi Levie, Assistant Finance Director
Robert G. Powers, Executive Director of Finance

Attachments

1. Water Provider Agreement

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)
"WATER PROVIDER AGREEMENT"

PURPOSE. The purpose of the Low Income Household Water Assistance Program (LIHWAP) grant is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services collectively named (Water Services).

The Water Services Provider (Water Provider or Vendor), agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Water Provider continues to provide Water Services. The Water Assistance Provider (Agency), agrees to make payments only for eligible LIHWAP clients.

PARTIES. This Water Provider Agreement is by and between:

Opportunities for Williamson & Burnet Counties

Water Assistance Provider (Agency)

City of Leander

Water Services Provider (Water Provider)

The Agency and Water Provider are each a Party to the Water Provider Agreement and collectively known as the Parties.

Water Provider and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

Williamson County

WATER SERVICES. Water Services provided and billed by Water Provider:

- ☒ Water Fees
- ☐ Stormwater Fees
- ☒ Wastewater
- ☐ Sewer Fees
- ☐ Groundwater Fees
- ☐ Other: _____

TERM. This Water Provider Agreement shall be effective from the 1st day of Jan, in the year 2022, for a period not to exceed one year from the effective date, although the Parties can agree in writing to extensions for up to one additional year. Either Party may terminate this Water Provider Agreement by written notice. Such written notice of termination shall not affect any obligation by either Party incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Leander Utilities

(Water Provider Name)

200 W. Willis Street, Leander, TX 78641

(Water Provider Mailing Address)

(Water Provider Certificate of Convenience and Necessity # (CCN))

Opportunities for Williamson & Burnet Counties

(Agency Name)

604 High Tech Dr Georgetown, Texas 78626

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency named above represents and warrants to Water Provider that it is an entity under contract with the Texas Department of Housing and Community Affairs (TDHCA) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Water Provider that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

WATER PROVIDER'S REPRESENTATIONS. The Water Provider named above represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

Both parties acknowledge that this Water Provider Agreement and the services provided by the Water Provider are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

AMENDMENTS. Any and all amendments to this Water Provider Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

WATER PROVIDER'S RESPONSIBILITIES. Water Provider will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP client with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC".
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, as stated in the client's Disconnect Notice as required by PUC regulations, nothing in this agreement requires the Water Provider to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Water Provider's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve

months of billing history and usage is available. Water Provider will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.

- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency forty-five days from the date of pledge for assistance payment to forward payment to the Water Provider. Water Provider agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Water Provider is provided with a verbal or signed pledge from the Agency within forty-five days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Water Provider concerning how the eligible LIHWAP client will pay the balance owed Water Provider and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Water Provider shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Water Provider Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- Water Provider's application materials should include language that authorizes the Water Provider to release the applicant's information as described below to the Agency, Texas Department of Housing and Community

Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.

- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Water Provider to release this information to the Agency.

AGENCY RESPONSIBILITIES. The Agency will:

- Accept written referrals for LIHWAP benefits by the Water Provider, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Water Provider, at Water Provider's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Water Provider. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Water Provider without having adequate funds to pay such payments.
- Provide payment to the Water Provider after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Water Provider Agreement, upon full compliance by the Water Provider with the terms herein within 45 days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Water Provider.
- Provide Water Provider a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Water Provider.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

CONFIDENTIALITY. The terms of any confidential transaction under this Water Provider Agreement or any other information exchanged by the Agency and Water Provider relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Water Provider, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third Party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Water Provider Agreement).

Authorized Water Provider Signature

Date

Typed Name of Authorized Signature

Title

(512) 259-1142

Water Provider Telephone Number

jlevie@leandertx.gov

Water Provider Email Address

Marco Cruz

02/10/2022

Authorized Agency Signature

Date

Marco Cruz

Executive Director

Typed Name of Authorized Signature

Title

(512) 255-2202

Agency Telephone Number

utilities@owbc-tx.org

Agency Email Address



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Cases 20-FP-016, 20-FP-017, and 20-PICP-024 Palmera Bluff Sections 4 and 6 construction plans and final plats; generally located to the north of the intersection of Logan Del Way and E. San Gabriel Parkway, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration dates for the Palmera Bluff Sections 4, and 6 Construction Plans and Final Plat.

Subdivision Ordinance, 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 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.

Subdivision Ordinance, Article II, Section 23(g) includes the following provisions.

g. Application Expiration.

1. The Construction Plans 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 construction plans are 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 six (6) month extension if the applicant can show substantial progress in obtaining approval of the construction plans. Substantial progress shall consist of, at a minimum, a resubmission of the construction plans and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

HISTORY/TIMELINE:

Palmera Bluff Section 4 Construction Plan – Staff Extension Expires 12/18/2021; Council Extension Expires 06/18/2022

Palmera Bluff Section 4 Final Plat – Staff Extension Expires 12/25/2021; Council Extension Expires 06/25/2022

Palmera Bluff Section 6 Final Plat – Staff Extension Expires 12/25/2021; Council Extension Expires 06/25/2022

APPLICANT/AGENT:

Randall Jones & Associates Engineering, LLC

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 December 18, 2022 and December 25, 2022 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 Letter
2. Location Exhibit
3. Ordinance



RANDALL JONES & ASSOCIATES
ENGINEERING, LLC

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

May 31, 2022

Robin Griffin
City of Leander
201 N. Brushy St.
Leander, TX 78641

RE: Palmera Bluff Section 6 (20-FP-016) – Final Plat Application Extension Request
RJE Job# 2865

Dear Ms. Griffin,

It is our understanding that the final plat application for the referenced project will expire 06/25/22. Therefore, please accept our request, on behalf of the owner, for a six-month extension on the final plat application for the above referenced project. Once the remaining easement related to the final plat is recorded, we will respond to the most recent City comments. Thank you for your consideration in this matter. Please do not hesitate to contact this office if you have any questions or comments.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jenny Pollard', is written over the typed name.

Jenny Pollard

T: fpxt2



RANDALL JONES & ASSOCIATES
ENGINEERING, LLC

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

May 31, 2022

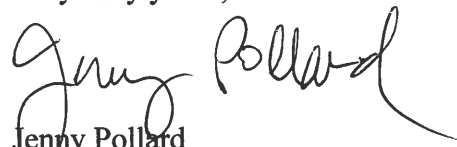
Robin Griffin
City of Leander
201 N. Brushy St.
Leander, TX 78641

RE: Palmera Bluff Section 4 (20-FP-017) – Final Plat Application Extension Request
RJE Job# 2842

Dear Ms. Griffin,

It is our understanding that the final plat application for the referenced project will expire 06/25/22. Therefore, please accept our request, on behalf of the owner, for a six-month extension on the final plat application for the above referenced project. Once construction plans for the referenced section are approved, we will proceed with a response to the most recent City comments. Thank you for your consideration in this matter. Please do not hesitate to contact this office if you have any questions or comments.

Very truly yours,


Jenny Pollard

T: fpxt2



RANDALL JONES & ASSOCIATES
ENGINEERING, LLC

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

May 31, 2022

Robin Griffin
City of Leander
201 N. Brushy St.
Leander, TX 78641

RE: Palmera Bluff Section 4 (20-PICP-024) – Construction Plan Application Extension
Request
RJE Job# 2842

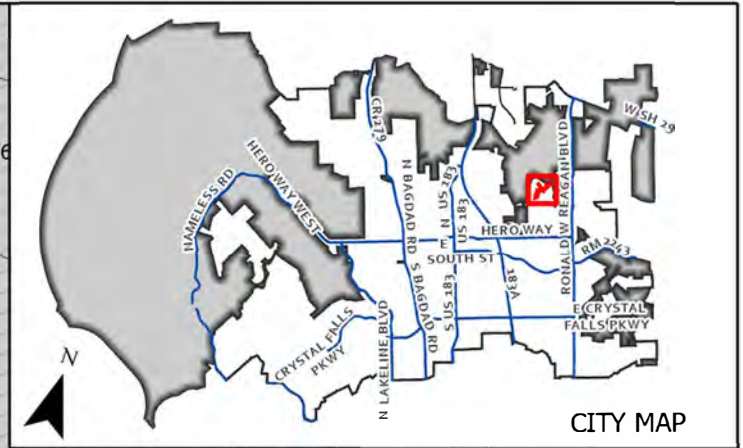
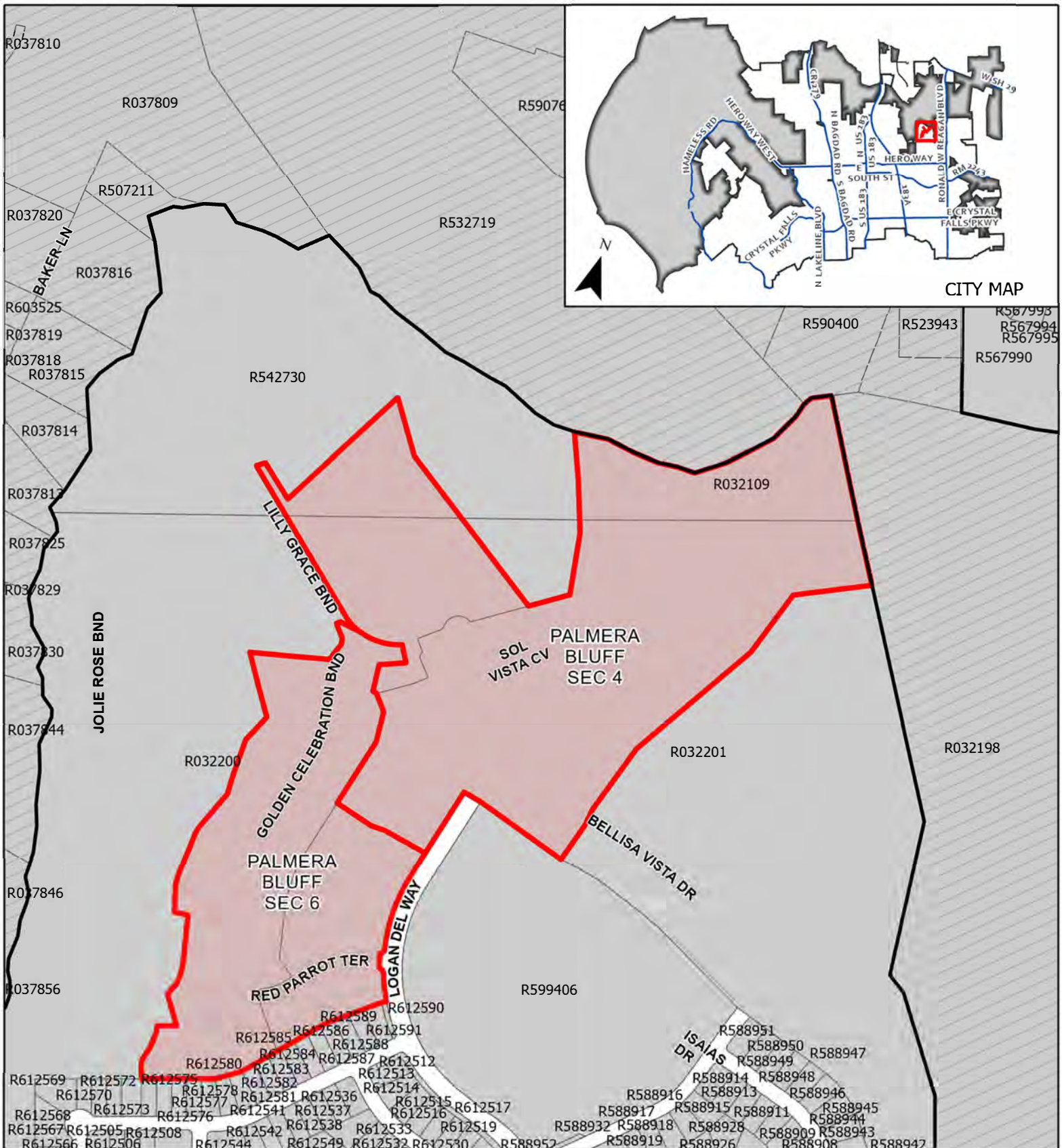
Dear Ms. Griffin,

It is our understanding that the construction plan application for the referenced project will expire 06/18/22. Therefore, please accept our request, on behalf of the owner, for a six-month extension on the construction plan application for the above referenced project. This office has submitted multiple updates in an attempt to clear comments, and will continue to do so, as necessary. Currently, Palmera Bluff preliminary plan revision #3 (22-PP-006) must be approved before Section 4 can be approved. Thank you for your consideration in this matter. Please do not hesitate to contact this office if you have any questions or comments.

Very truly yours,


Jenny Pollard

T: cpext3



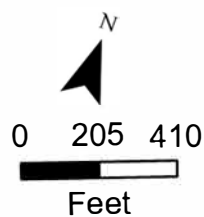
**CASE: 20-FP-016 20-FP-017,
& 20-PICP-024**

Attachment #2

**PALMERA BLUFF SEC 6
PALMERA BLUFF SEC 4**

Location Map

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



- Subject Area
- Leander City Limits
- ETJ

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 CONSTRUCTION
PLAN AND FINAL PLAT APPLICATIONS FOR THE PALMERA
BLUFF SECTION 4 AND 6 SUBDIVISION.**

WHEREAS, Section 23 (g) (1) of the City's Subdivision Ordinance provides that the construction plan 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 construction plan are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 23 (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 construction plan;

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 Palmera Bluff Section 4 and 6 final plat application (the "Final Plat Applications") and construction plan application (the "Construction Plan Applications");

WHEREAS, the City Council granted one six (6) month extension for the Palmera Bluff Section 4 and 6 final plat application (the "Final Plat Applications") and construction plan application (the "Construction Plan Applications");

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 Applications and Construction Plan Applications as follows. In the event that the Final Plat Applications and Construction Plan Applications are not approved by the new expiration dates, the applications shall expire.

Palmera Bluff Section 4 Construction Plan – Expires 12/18/2022

Palmera Bluff Section 4 Final Plat – Expires 12/25/2022

Palmera Bluff Section 6 Final Plat – Expires 12/25/2022

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 16th day of June, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Approval of the Second Reading of the Zoning Case 21-Z-036 to amend the current Knight PUD (Planned Unit Development) with the base zoning districts GC-3-A (General Commercial) and MF-2-A (Multi-Family); and approval of Masonry Development Agreement Case 21-DA-027 on one (1) parcel of land approximately 9.938 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R583665; and generally located to the south of the intersection of US 183 and County Glen Drive, to the west of the railroad tracks, and north of the southern City Limits, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process.

HISTORY/TIMELINE:

02/01/2018 - Original Knight Commercial PUD Zoning (GC-3-A) Approved
05/12/2022 - Planning & Zoning Commission, 1st Public Hearing
06/02/2022 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Eli Engineering, PLLC (Gary Eli Jones) on behalf of 2403 N Hwy 183, LLC (Sriramam Anusuri)

RECOMMENDATION:

The City Council approved the request during the June 2, 2022 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 Notice Map
5. Proposed Zoning Map
6. Aerial Map
7. PUD Notes
8. Letter of Intent
9. Summary of Neighborhood Communication
10. Ordinance
11. Masonry Development Agreement
12. P&Z Draft Minutes



PLANNING ANALYSIS

ZONING CASE 21-Z-036 KNIGHT COMMERCIAL PUD AMENDMENT #1

GENERAL INFORMATION

Owner/Agent: Eli Engineering, PLLC (Gary Eli Jones) on behalf of 2403 N Hwy 183, LLC (Sriramam Anusuri).

Current Zoning: PUD (Planned Unit Development) with below base zoning:
GC-3-A (General Commercial)

Proposed Zoning: PUD (Planned Unit Development) amendment to the below base zonings:
GC-3-A (General Commercial)
MF-2-A (Multi-Family)

Size and Location: The property is located at 2403 Hwy 183, including approximately 9.94 acres.

Staff Contact: Cory Dale
Planner

APPLICANT REQUEST

The applicant has submitted a request to amend the existing PUD zoning district of their property in order to develop the property for commercial, indoor/outdoor tennis facility and mixed-use residential uses.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

The original Knight PUD was adopted in 2018. This PUD allows for a mixture of commercial uses. This amendment to the PUD includes the addition of vertical mixed use that will allow for 20 residential uses as well as a tennis facility that is covered with a membrane fabric roof that does not meet the City's typical building standards.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFU-2-B	Undeveloped
EAST	SFC-2-B	Residential (Horizon Park Section 4)
SOUTH	PUD	Commercial (Rush Automotive)
WEST	GC-3-C	Commercial

SURROUNDING AREA:

This property is located at 2403 Highway 183 and includes the undeveloped remnant of the Knight Commercial PUD just to the north of Rush Automotive. To the east is railroad tracks followed by the Horizon Park Section 4 subdivision. To the west across US 183 is several commercial businesses such as Papa Johns, H&R Body Shop and Sticker Shop Auto.

PHYSICAL AND NATURAL FEATURES:

This property shows significant tree cover to the north end of the tract, which will need to comply with the City's tree preservation requirements.

PREVIOUS ZONING CASES:

The following zone case was previously submitted for this property:

- 17-Z-014 Knight Commercial PUD.

MAJOR CORRIDORS:

This property has access onto US 183.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes potential ROW dedication along US 183 along with a ten (10') foot north-south sidewalk. At the time of site development plan submittal, the applicant will submit either a Traffic Impact Analysis (TIA) or a fee in lieu of TIA as determined by the City Engineer.

SUBDIVISIONS:

This property is currently platted as the Knight Commercial Subdivision (Block A, Lot 1).

EXISTING UTILITIES:

This property has access to both water and sewer within the US 183 ROW.

CURRENT LAND USES:

This property is currently undeveloped.

PROPOSED ZONING DISTRICT:**USE COMPONENT****GC – GENERAL COMMERCIAL:**

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

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

MF – MULTI-FAMILY:

Features: Apartments

Intent: Development of multi-family dwelling structures. Such components are generally intended to serve as a buffer between single-family neighborhoods and more intensive uses such as commercial uses or arterial roadways. Such components are also intended to create more variety in housing opportunities and in the fabric of the community but are intended to be utilized in small areas to avoid large tracts devoted to strictly multi-family residential development. The goal is to avoid more than twenty-five (25) acres of contiguous land having a Multi-Family component. Access should be provided by a collector or higher classification street.

SITE COMPONENT**TYPE 2:**

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

Intent:

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

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

- (1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.
- (2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
- (3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
- (4) Compliance with Type 1 or 2 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 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy;
- Provide new Commercial development opportunity;
- Maintain and/or improve diversity in the housing market;

Applicable Future Land Use categories**MULTI-USE CORRIDOR – PRIORITY CORRIDOR**

- The Multi-Use Corridor future development category is intended for mixed-use areas to be developed at a higher density/intensity and with uses not primarily supported in Neighborhood Residential. These areas are intended to provide for a mix of both commercial and residential uses that are not integrated into neighborhoods but maintain a seamless, compatible transition between residential and commercial uses.

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors.

These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate bufferyards are required to ensure compatibility with adjacent Neighborhood Residential.

DESIRED MIX: 40-60% Non-Residential, 0-40% Residential
SFT, TF, CH LO, LC, GC (Priority Corridors*), PUD

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:**DEVELOPMENT MEETING**

A development meeting was held with Staff on 08/09/2021. The following changes were made to the project since the development meeting was held:

- Slight layout modification but no significant changes made to spirit and intent of what was presented to staff.

NOTIFICATION

04/21/2022 - Public Notice on Hill Country News
 04/27/2022 - Mail Notification to Property Owners within 200'
 04/27/2022 - Public Hearing Signage Posted on Property
 05/12/2022 - Planning and Zoning Commission Public Hearing
 06/02/2022 - City Council Public Hearing & First Reading of the Ordinance
 06/16/2022 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Per the applicant, all owners have been notified via mail and no concerns have been raised.

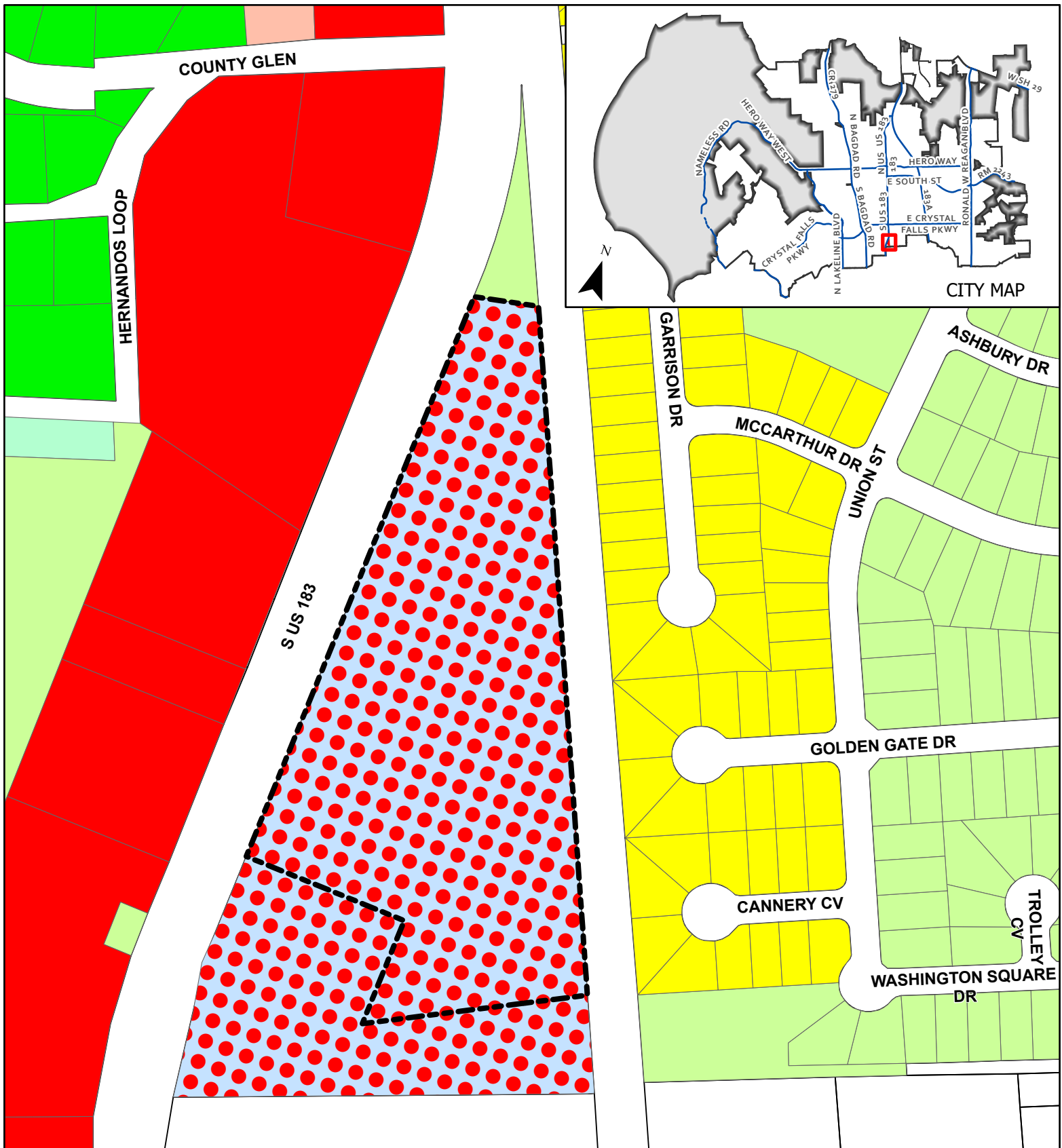
Please see the full report from the applicant included in the packet as attachment 9.

APPROVAL CRITERIA:

This zoning request is consistent with the future land use map designation of Multi-Use Corridor – Priority Corridor and the proposed development would be compatible and harmonious with the surrounding land uses along US 183.

The proposed amendment to the Knights PUD includes the following items:

1. Add the Dome Fabric Material to be utilized for the covered tennis facility;
2. Clarify the residential units allowed for the development as part of mixed-use retail vertical;
3. Updated the materials pallet to include the Dome material;
4. Add outdoor lighting for tennis and pickleball outdoor courts;
5. Update the conceptual site layout plan for the current proposed development;



CASE: 21-Z-036

ATTACHMENT #2

KNIGHT COMMERCIAL

Current Zoning Map

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Subject Area



SFE - Single-Family Estate



SFS - Single-Family Suburban



SFU - Single-Family Urban



SFC - Single-Family Compact



LO - Local Office



GC - General Commercial



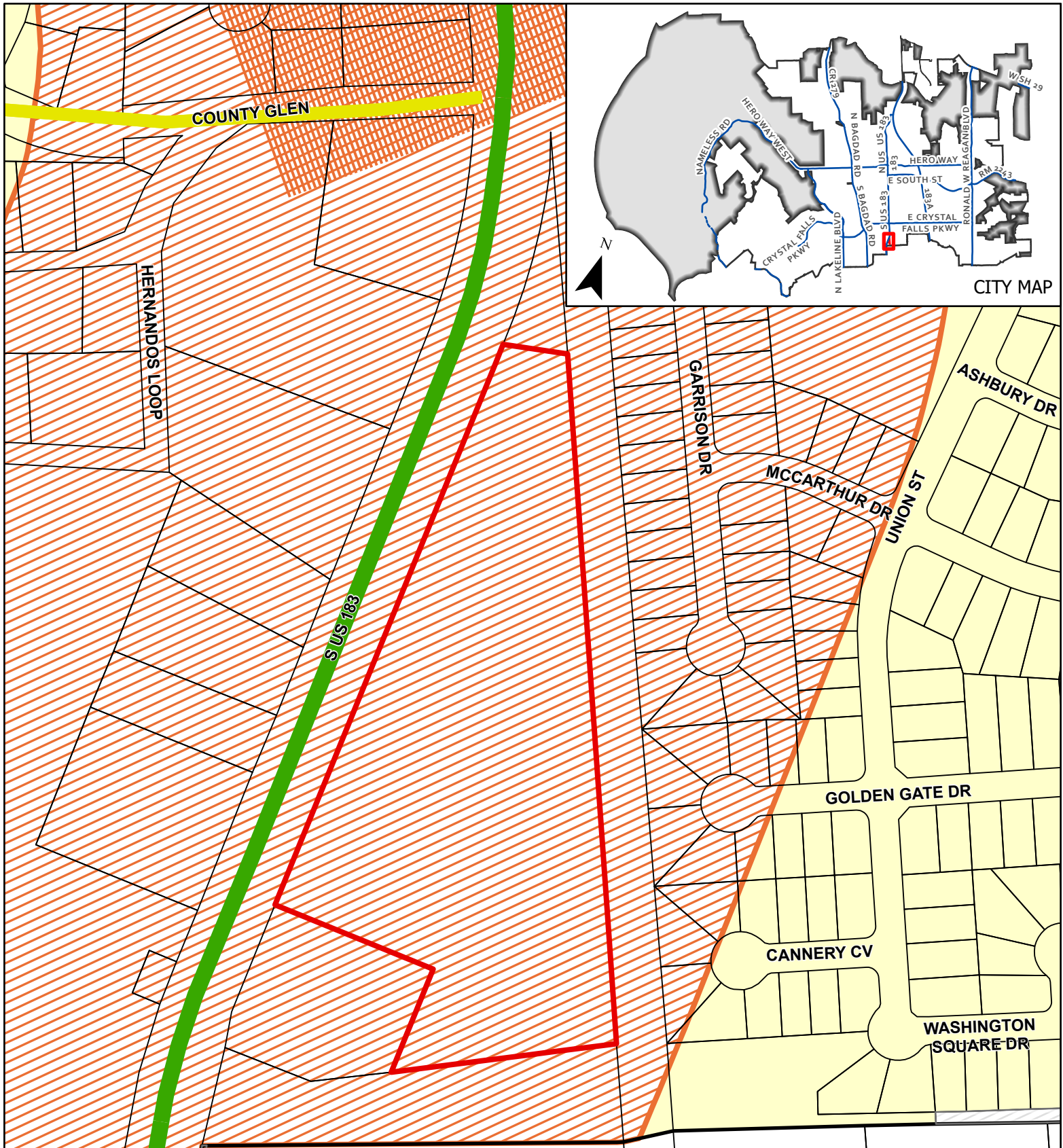
PUD - General Commercial



0 80 160

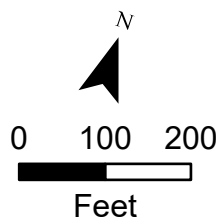


Feet



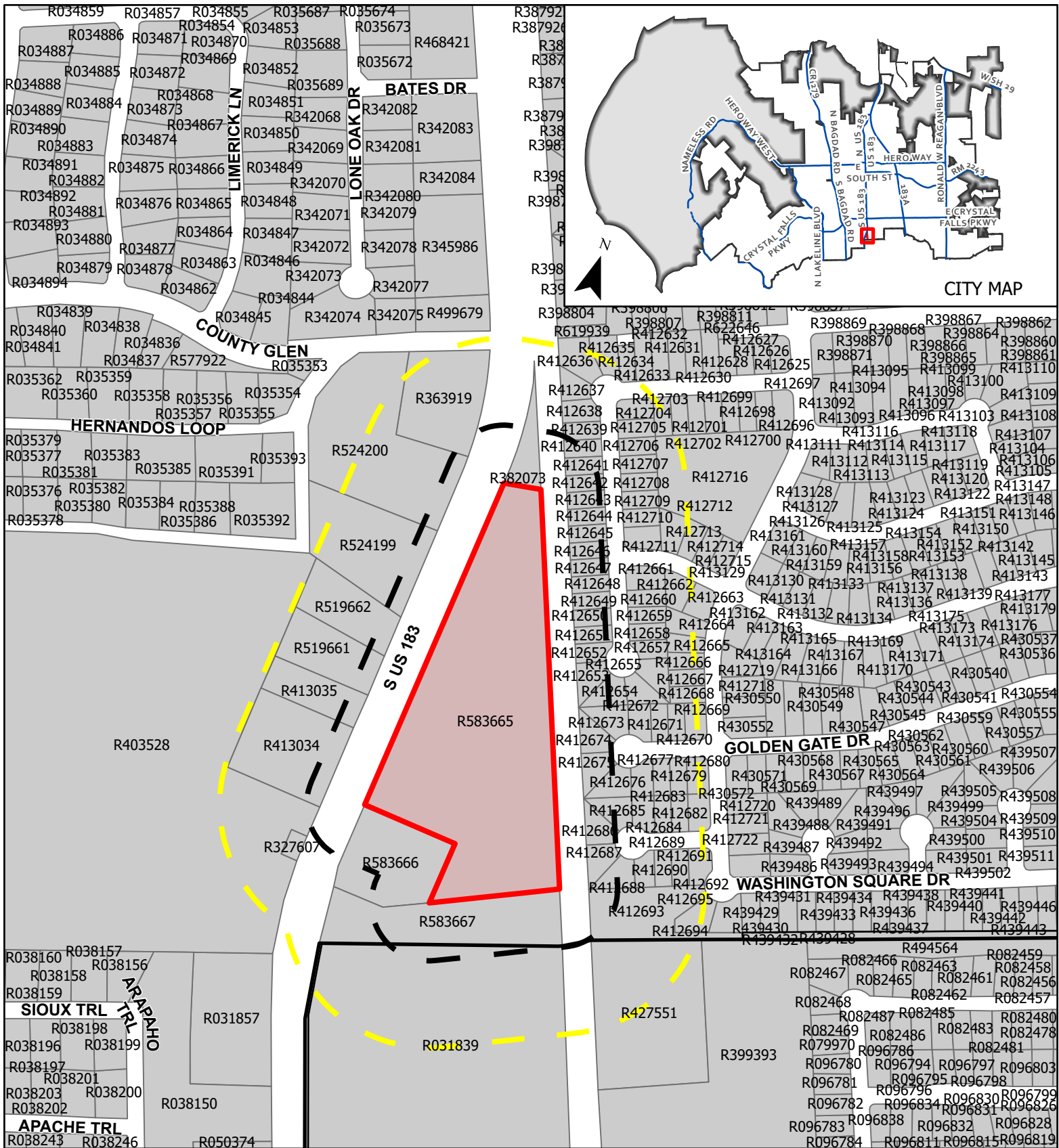
Future Land Use Map

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

- Collector, Existing
- Future Land Use
- Neighborhood Residential
- Multi-Use Corridor - Priority Corridor



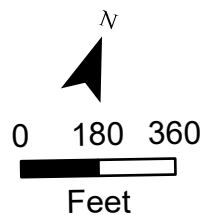
CASE: 21-Z-036

ATTACHMENT #4

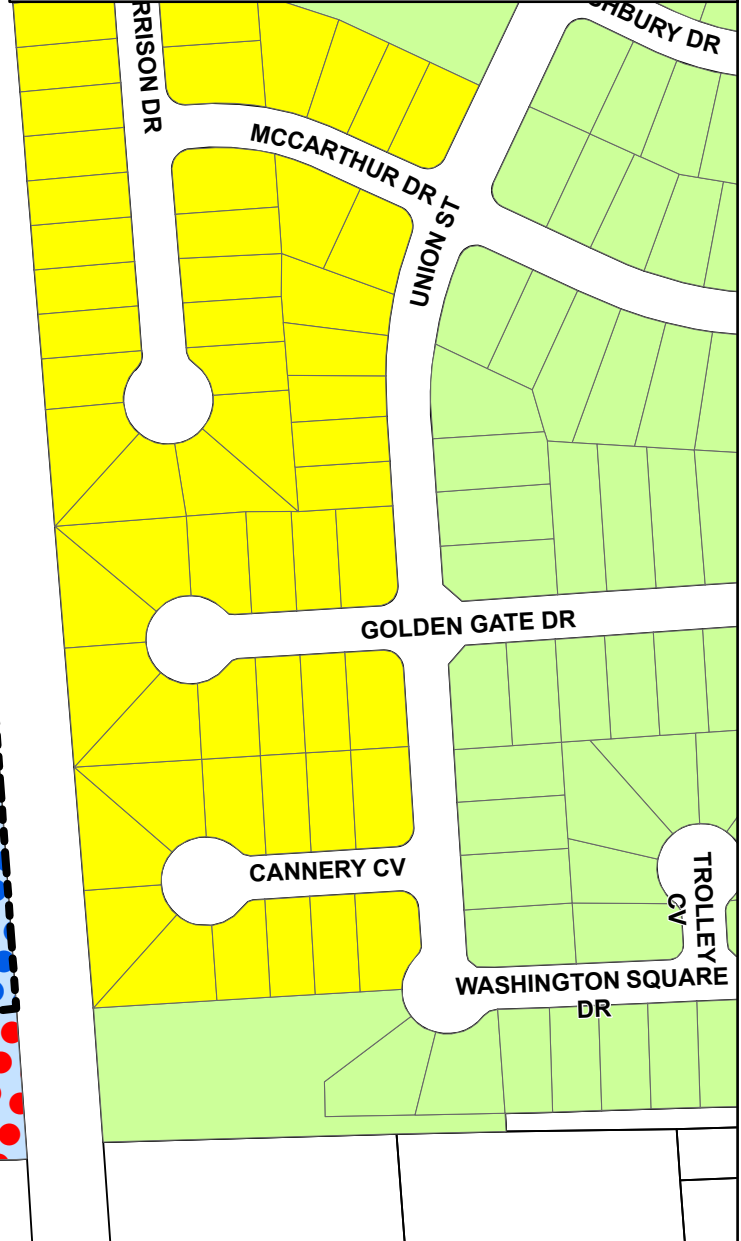
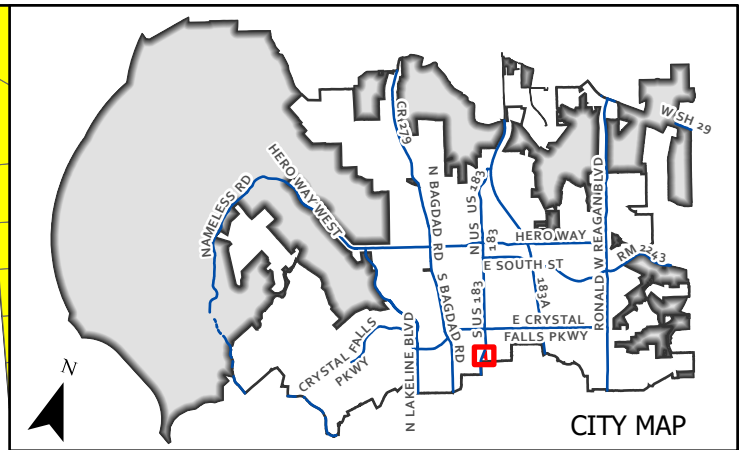
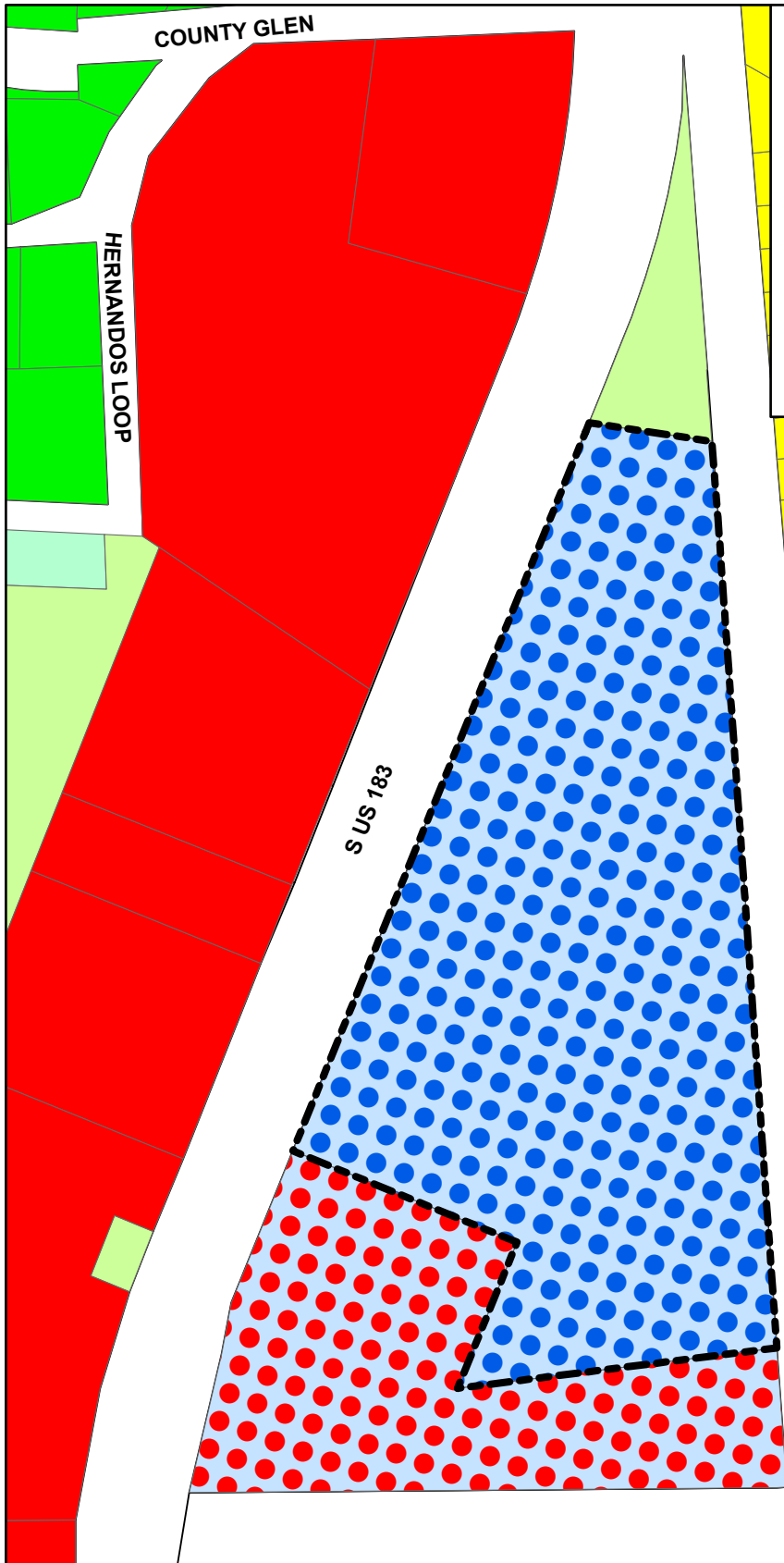
KNIGHT COMMERCIAL

Public Notification

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



CASE: 21-Z-036

ATTACHMENT #5

KNIGHT COMMERCIAL

Proposed Zoning Map



Subject Area



SFE - Single-Family Estate



SFS - Single-Family Suburban



SFU - Single-Family Urban



SFC - Single-Family Compact



GC - General Commercial

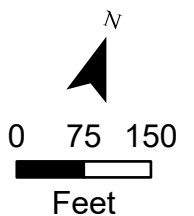


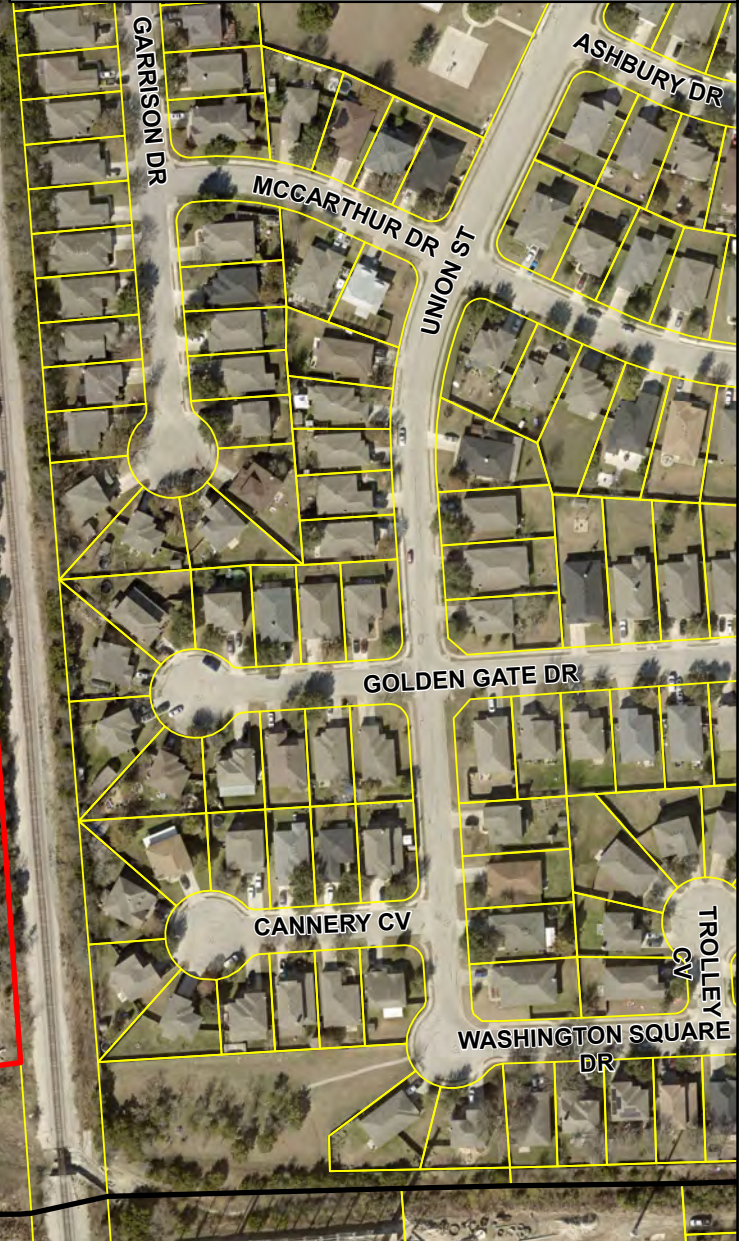
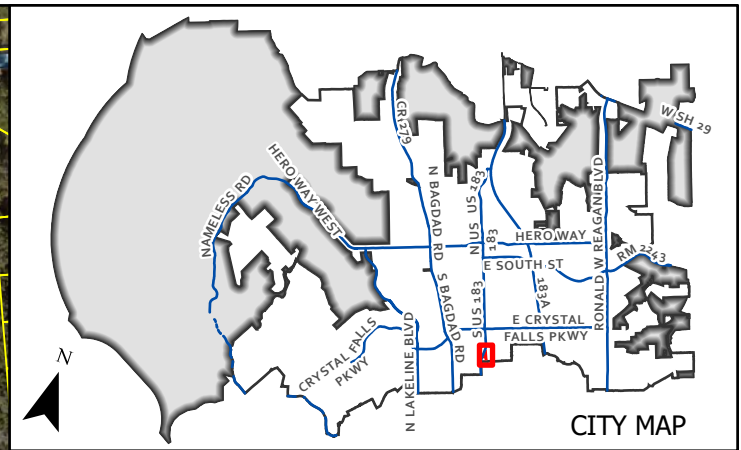
PUD - Mixed Use



PUD - General Commercial

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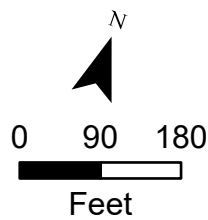
CASE: 21-Z-036

ATTACHMENT #6

KNIGHT COMMERCIAL

Aerial Map

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- Leander City Limits
- Leander ETJ
- Subject Area

EXHIBIT A

Knight Commercial Planned Unit Development Amendment #1

A. Purpose and Intent

1. The Knight Commercial PUD Amendment #1 is comprised of approximately 9.938 acres, as shown in **Exhibit B**. The overall development of this property includes Auto Repair, Climate Controlled Storage Facility, and other uses consistent with General Commercial use component for the remainder of the property. This amendment includes the addition of a tennis venue and vertical mixed use residential units

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**.
2. For the purpose of establishing development standards for the PUD, the following base zoning district has been selected from the Leander Composite Zoning Ordinance and are identified below.

GC-3-A General Commercial
MF-2-A Multi-Family

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 / Prohibited Uses

1. The allowable uses shall include:
 - A. All uses allowed in the GC use component with the addition of a Tennis venue development utilizing Air Supported Structure in accordance with Chapter 6 of ASTM-55-16 Tensile Membrane Structures as well as ASTM-17-96 Air Supported Structures for the indoor tennis facility with membrane roof to comply with flame propagation performance criteria of Test Method 1 or Test Method 2, as appropriate, of NFPA 701.
 - B. Vertical mixed use including up to 20 residential units are allowed.
 - C. Outdoor lighting for tennis courts and pickleball courts shall be allowed in accordance with Chapter 14, Article VI, Section 12.
2. The prohibited uses shall include:
 - A. Convenience stores and gas stations
 - B. Crematory

- C. Assisted Living or Nursing Home
- D. Equipment and furniture or other similar goods sales, repair and service
- E. Farms or truck gardens, limited to the propagation and cultivation of plants and provided further that no poultry or livestock shall be housed within two hundred (200) feet of any property line.
- F. Funeral home, including embalming and crematory facilities associated with an on-site funeral home or cemetery.
- G. Manufactured housing sales and accessory building sales
- H. Office / warehouse including painting, plumbing or other similar commercial services; High Tech uses allowed; no roll-up doors.
- I. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals
- J. Vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop
- K. Wholesale activities with less than 3,500 square feet of gross area of the business.

E. Development Standards

- 1. Setback requirements shall be in accordance with GC-3-A requirements.
- 2. Multi-Family Units are permitted as upper-floor dwellings in a vertically mixed-use building and shall include the following:
 - A. Building Types: Vertical mixed-use buildings shall include ground floor devoted to retail, service, office, or institutional uses. Residential uses are only permitted on the upper floors. Multi-family amenities such as leasing offices, laundry facilities, and gyms shall not count towards the retail, service, office, or institutional requirements.
 - B. Parking: All parking shall be provided in accordance with Article VI, Section 3. Detached garages for a minimum of fifty percent (50%) of the residential units shall be provided.
 - C. Public Space: Public spaces such as parks and plazas shall be integrated into the project.
- 3. The air-supported membrane structure is only allowed to be used as an Group A-4 occupancy type as defined in the 2015 International Building Code. This specific use is exempt from the fire suppression requirement, provided the conditions regarding exiting and the required fire alarm systems are in compliance with currently adopted laws, codes, and ordinances. This exception only applies to the Group A-4 are contained within an A-4 area of the building. Omission of sprinkler coverage is permitted for the participant sport area only, or the Group A-4 area. All other areas are required to be equipped with an automatic sprinkler system. This includes all other rooms and spaces in the building, such as the spectator seating areas, locker rooms, restaurants, lounges, shops, arcades, skyboxes and storage areas. The use of the A-4 sports area for other uses, such as a weddings, weekend crafts fair, or other activity not specifically listed, would be in violation of the exception and should not be permitted by right.

F. Architectural Standards

- 1. All product shall be designed with the Type A Architectural Component, and shall substantially conform to the architectural style shown in **Exhibit D**.

2. Burnished CMU is permitted as an accent material.

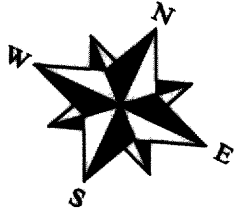
G. Site Standards

1. All site standards shall be designed in accordance with Type 3 Site Component, with the following conditions:
 - A. Outdoor commercial fueling and/or washing of vehicles shall be prohibited.
 - B. A single building may not exceed 120,000 square feet of floor area.
 - C. Three (3) points of access shall be allowed for the property in accordance with the TxDOT Access Management Manual guidelines. The driveways will be designed by a Professional Engineer and be subject to approval by City of Leander and TxDOT. The driveway to the north of the property that provides access to the “Welcome to Leander” sign will be improved to a joint access driveway that lines up with the existing driveway across Highway 183. The cost of the driveway improvement shall be the responsibility of the developer of the Knight PUD property.
2. The landscape plan shall comply with the Landscape Materials Palette attached as **Exhibit E.**
3. Masonry walls per Article VI, Section 14(d) are not required for the eastern property line adjacent to the railroad ROW.

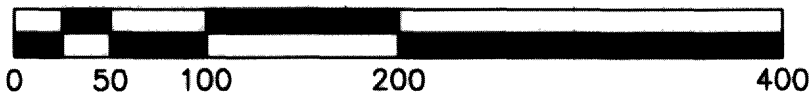
KNIGHT COMMERCIAL
FINAL PLAT

EXHIBIT "B"

9.938 AC LOT 1, BLK "A"



1"=100'

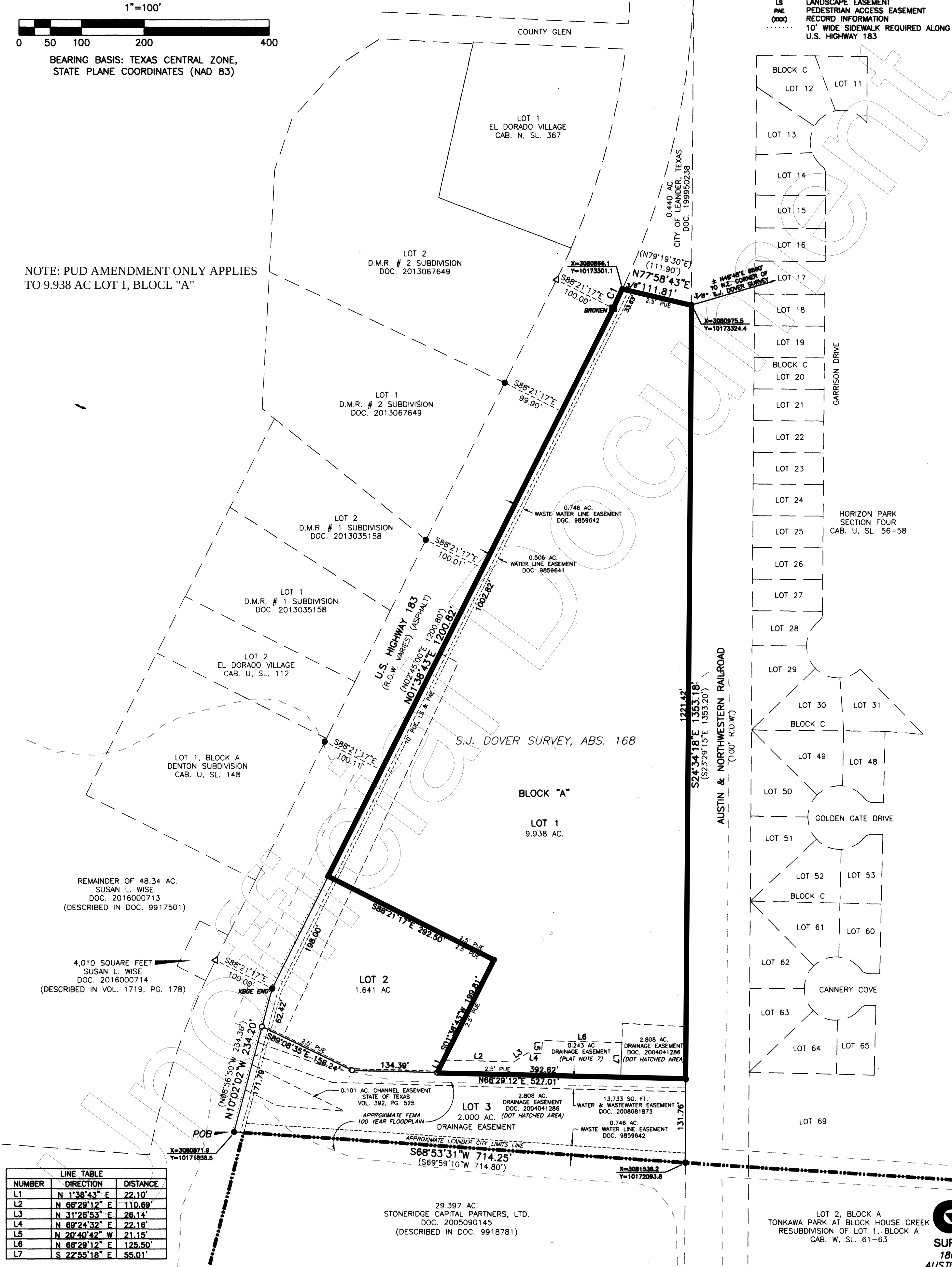


BEARING BASIS: TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)

NOTE: PUD AMENDMENT ONLY APPLIES
TO 9.938 AC LOT 1, BLOCK "A"

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
- TXDOT TYPE I MONUMENT FOUND
- IRON ROD WITH G&R CAP SET
- CALCULATED POINT
- PUBLIC UTILITY EASEMENT
- LANDSCAPE EASEMENT
- PEDESTRIAN ACCESS EASEMENT
- RECORD INFORMATION
- 10' WIDE SIDEWALK REQUIRED ALONG
U.S. HIGHWAY 183



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 1°38'43" E	22.10'
L2	N 66°29'12" E	110.89'
L3	N 31°26'53" E	26.14'
L4	N 69°24'32" E	22.16'
L5	N 20°40'42" W	21.15'
L6	N 66°29'12" E	125.50'
L7	S 22°55'18" E	55.01'

CURVE TABLE						
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	RECORD CHORD
C1	1°36'39"	1196.28'	33.63'	N01°01'20"E	33.63'	N01°59'20"E 34.10'

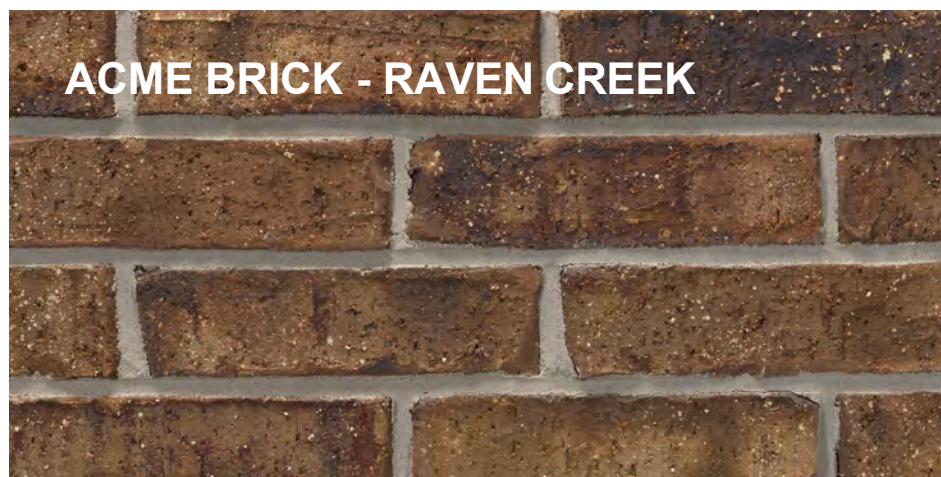
29.397 AC.
STONERIDGE CAPITAL PARTNERS, LTD.
DOC. 2005090145
(DESCRIBED IN DOC. 9918781)

LOT 2, BLOCK A
TONKAWA PARK AT BLOCK HOUSE CREEK
RESUBDIVISION OF LOT 1, BLOCK A
CAB. W, SL. 61-63



SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000
SHEET 2 OF 3

Doc # 2019021315



STOREFRONT
FRAMES

FRAMES TO BE:

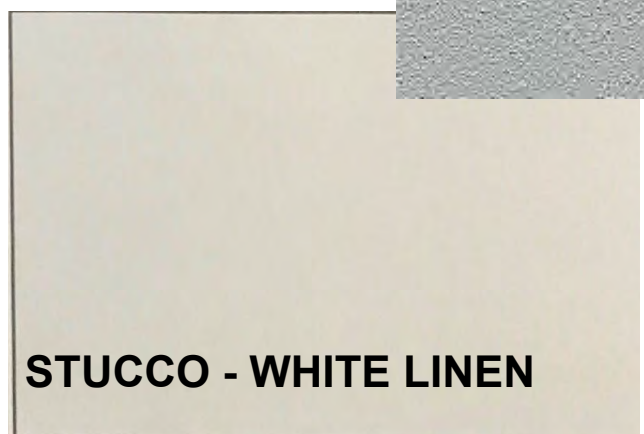
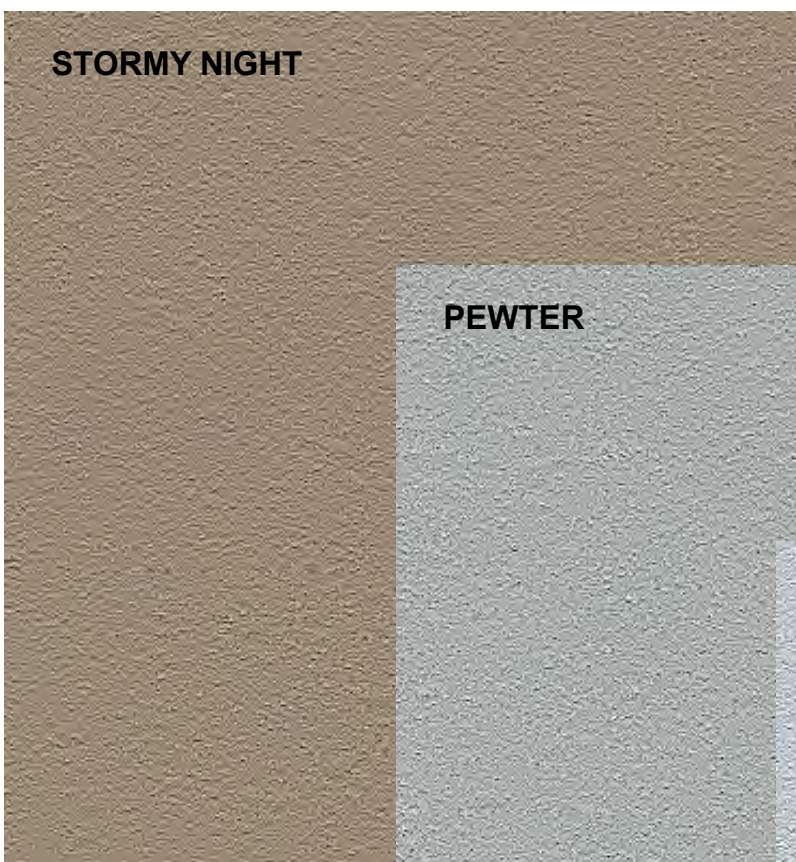
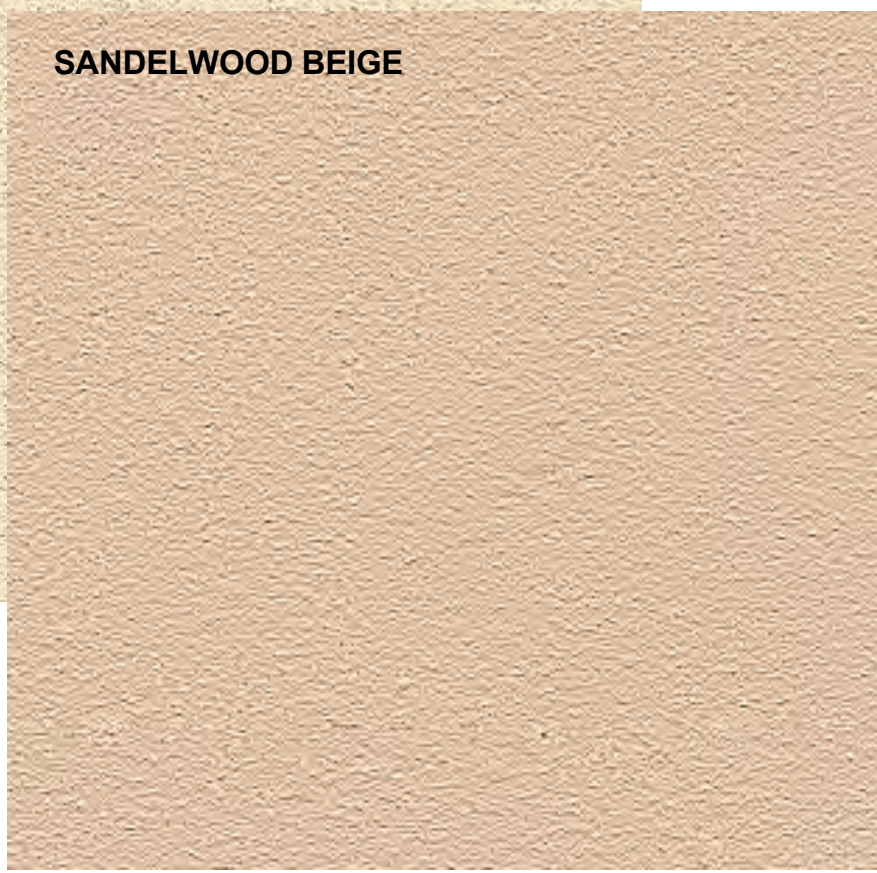
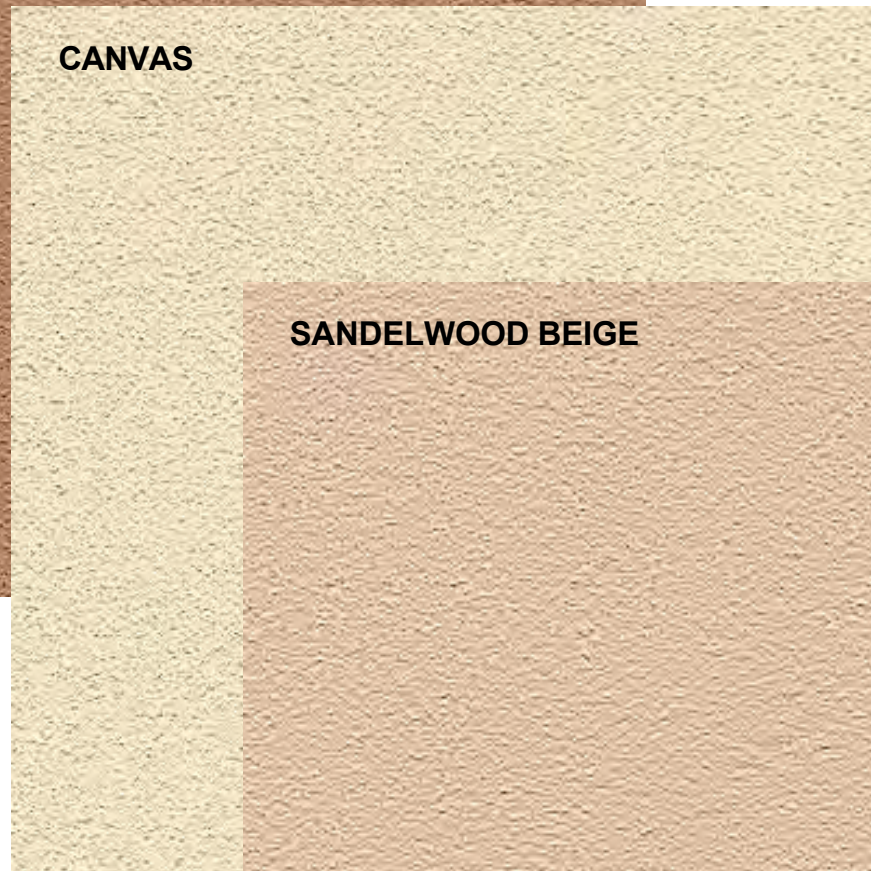
CLEAR ANODIZED
SILVER
DARK BRONZE



GLAZING TO BE:

CLEAR
GREY TINT
PPG SOLARBAN R100
PPG SOLARBAN 60
PPG SOLARBAN Z75

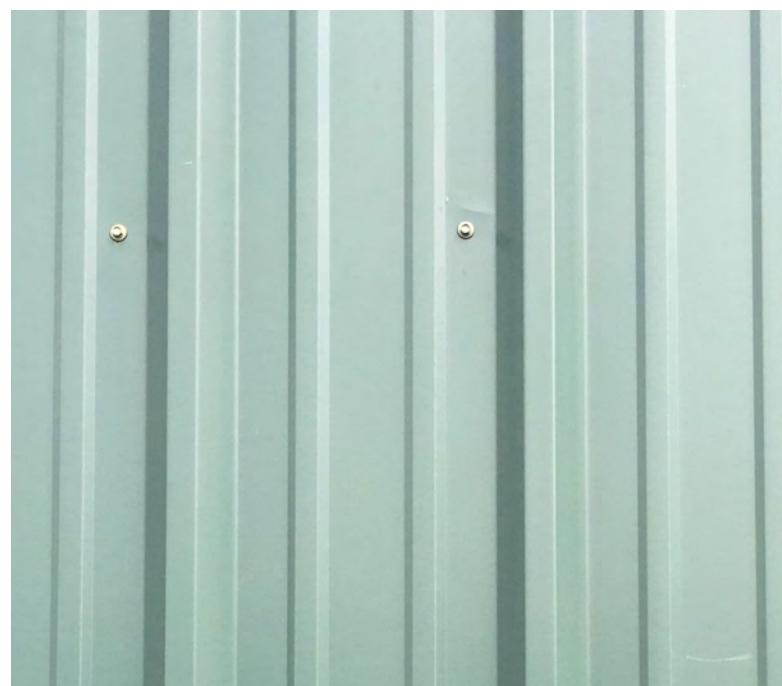
STUCCO COLORS



STONE COLORS



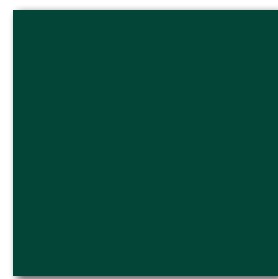
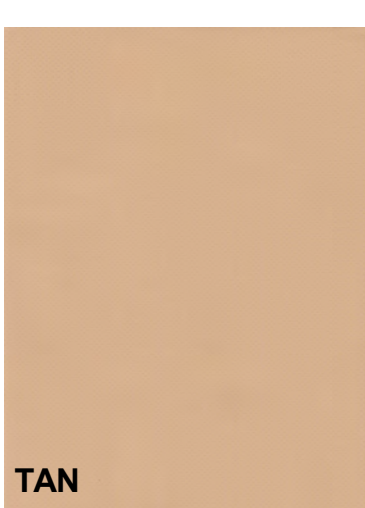
METAL ROOF COLORS



ARCHITECTURAL
METAL ACCENTS



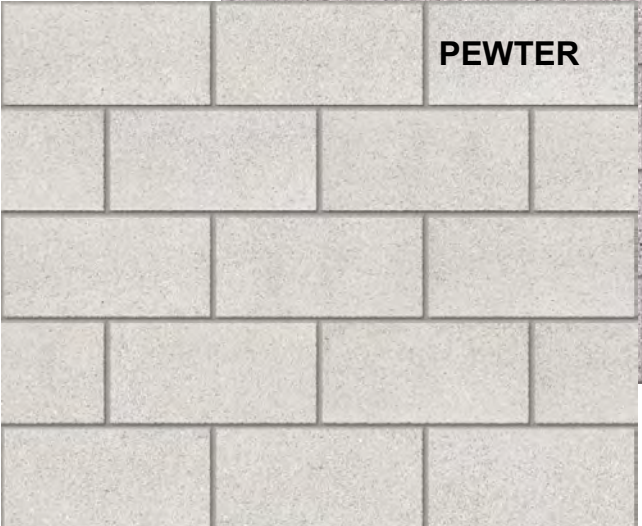
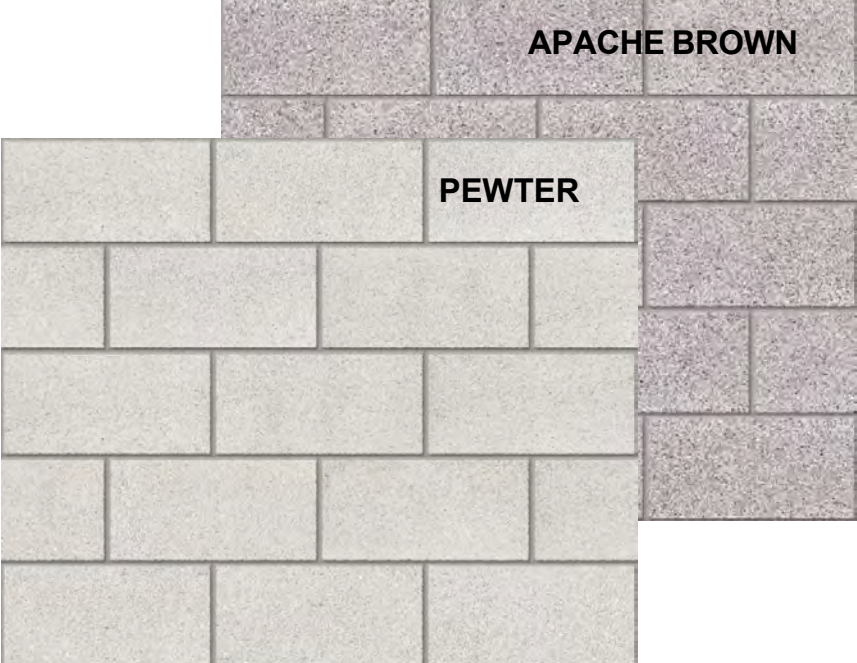
PNUMATIC DOME
FABRIC OPTIONS



SPLIT FACE CMU
WALL COLORS



BURNISHED CMU
ACCENT COLORS



KNIGHT COMMERCIAL PUD
MATERIALS PALETTE
EXHIBIT D

PLANT PALETTE

TREES	BOTANICAL NAME	Evergreen	Deciduous	Semi-Deciduous
Arizona Cypress	Cupressus arizonica	X		
Bald Cypress	Taxodium distichum	X	X	
Burr Oak	Quercus macrocarpa		X	
Live Oak	Quercus virginiana			X
Monterey Oak	Quercus polymorpha 'Monterey'	X		
Shumard Red Oak	Quercus shumardii		X	
ORNAMENTAL TREES	BOTANICAL NAME	Evergreen	Deciduous	Semi-Deciduous
Crape Myrtle, Muskogee	Lagerstroemia indica 'Muskogee'		X	
Desert Willow	Chilopsis linearis		X	
Nellie R. Stevens Holly	Ilex x 'Nellie R Stevens'	X		
Yaupon Holly	Ilex vomitoria	X		
SHRUBS	BOTANICAL NAME	Evergreen	Deciduous	Semi-Deciduous
Beaked Yucca, 'Blue Velvet'	Yucca rostrata 'Blue Velvet'	X		
Bicolor Iris	Dietes bicolor	X		
Big Muhly	Muhlenbergia lindheimeri 'Big'			X
Blue Plumbago	Plumbago auriculata	X		X
Copper Canyon Daisy	Tagetes lemmonii	X		
Cotoneaster, Bearberry	Cotoneaster dammeri 'Coral Beauty'	X		
Dwarf Palmetto	Sabal minor	X		
Flowering Senna	Cassia corymbosa	X		X
Gulf Muhly Grass	Muhlenbergia capillaris 'Autumn Blush'			X
Havard Agave	Agave havardiana	X		
Knock Out Rose	Rosa acicularis 'Knock Out'		X	
Powis Castle Artemisia	Artemisia x 'Powis Castle'	X		
Pride of Barbados	Caesalpinia gilliesii		X	
Purple Salvia Greggii	Salvia greggii 'Purple'	X		X
Red Yucca	Hesperaloe parviflora	X		
Rock Rose	Pavonia lasiopetala			X
Sandankwa Viburnum	Viburnum suspensum	X		
Soft Leaf Yucca	Yucca pendula	X		
Sotol	Dasyliroium texanum	X		
Texas Sage	Leucophyllum frutescens	X		
Thompson's Yucca	Yucca thompsoniana	X		



Arizona Cypress



Bald Cypress



Burr Oak



Live Oak



Monterey Oak



Shumard Red Oak



Crape Myrtle
Muskogee



Desert Willow



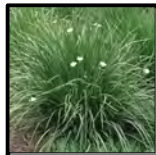
Nellie R Stevens
Holly



Yaupon Holly



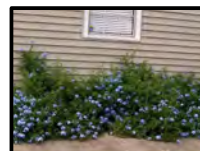
Beaked Yucca



Bicolor Iris



Big Muhly Grass



Blue Plumbago



Copper Canyon Daisey



Cotoneaster



Dwarf Palmetto



Flowering Senna



Gulf Muhly Grass



Harvard Agave



Knock Out Rose



Artemisia



Pride of Barbados



Salvia greggii



Red Yucca



Rock Rose



Sandankwa Viburnum



Soft Leaf Yucca



Sotol



Texas Sage



Thompson Yucca



**BLAIR LANDSCAPE
ARCHITECTURE, LLC**
QUALITY. INTEGRITY. RELIABILITY.

**Knight Commercial
P.U.D. Standards**
Leander, TX

**Exhibit E Landscape
Materials Palette**

L1



Firm #: 17877

October 4, 2021

Ms. Robin M. Griffin, AICP
104 Brushy Creek Street
Leander, TX 78641

Re: Knight Commercial PUD Zoning Amendment (18-011-00)

Dear Ms. Griffin:

On behalf of the Owners, Eli Engineering is pleased to submit the application to amend the zoning for Lot 1, Block B of Knight Commercial for zoning of the 9.938 Ac property located at the 2400 block of Highway 183 known as the Knight Property. The property is currently vacant and zoned PUD. In order to take advantage of the 183 frontage, the proposed zoning is a Planned Unit Development (PUD) with a base district of GC-3-A. The City of Leander city limits and Cedar Park ETJ abuts the south property line. The property to the east and across the train tracks is zoned SFC-2-B and SFU-2-B. The property to the west and across 183 is zoned GC-3-C and GC-4-C.

The property will be developed as a mixed use including restaurants, retail, residential, and both indoor and outdoor tennis facility. The indoor facility is proposed to include up to 6 tennis courts covered by a dome fabric material to provide year long comfort for not only tennis but other multiple events that could utilize such a venue. The residential units are anticipated to be provided above the retail space on the north end of the property.

The proposed PUD zoning provides for the following higher standards of development:

1. Designating the Type A Architectural Component
2. Provide a Master Plant Palette.
3. Provide a Master Sign Plan including: proposed locations, provide cohesive materials palette, design specifications for signage, type of illumination

The proposed amendment to the PUD zoning includes the following items:

1. Add the Dome Fabric Material to be utilized for the covered tennis facility.
2. Clarify the residential units allowed for the development as part of mixed-use retail vertical.
3. Updated the materials pallet to include the Dome material.
4. Add outdoor lighting for tennis and pickleball outdoor courts.
5. Update the conceptual site layout plan for the current proposed development.

We look forward to working with the City of Leander on this application. If you have any questions, please do not hesitate to contact my office.

Sincerely,

Gary Eli Jones, P.E.
Member

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.

The property is adjacent to Horizon Park Section 4. The adjacent property owners will be contacted via Goodwin Management and presentation to all that want to attend will be given to the neighbors showing the proposed facility and development. Mr. Andrew Hopkin is the Manager for the Horizon Park HOA. We have reached out to him for suggestions on a venue that would be most convenient for the residents and suggestions on the best way to communicate with the residents.

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 the contact information used.

Goodwin Management for the property owners.

3. What concerns were raised during these communications?

The meeting with the property owners will be scheduled prior to scheduling the amendment for Planning Commission.

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

None to date.

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

Signature: Gary Jones Date 10/1/2021

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE KNIGHT PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-3-A (GENERAL COMMERCIAL) AND MF-2-A (MULTI-FAMILY); 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 9.938 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R583665; more particularly described in Instrument Number 2021142421 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the Knight PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) and MF-2-A (Multi-Family). The Knight PUD Amendment #1 shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", "C", "D", and "E" which are hereby adopted and incorporated herein for all purposes, and the

Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

SECTION 5. Recording Zoning Change. The City Council directs the Planning Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 2nd day of June, 2022.

FINALLY PASSED AND APPROVED on this the 16th day of June, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE KNIGHT COMMERCIAL PH 2**

This Development Agreement Establishing Development Standards for the **Knight Commercial Ph 2 Development** (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 **2403 N Hwy 183, 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 9.938 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 commercial uses (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 eighty-five percent (85%) 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. This masonry requirement does not apply to the proposed Pneumatic Dome associated with this project.
- (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 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.

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:

2403 N Hwy 183, LLC
Attn: Ram Anusuri, Chief Executive Officer
2929 Portulaca Drive
Round Rock, Texas 78681
Williamson 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 or a memorandum of Agreement acceptable to the City and Developer 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:

By: _____
Name:
Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, _____ of _____, a _____ company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

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:

By: S. Sriramam
Name: Sriramam Anusuri
Title: Chief Executive Officer

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 7th day of April, 2022, by Sriramam Anusuri, CEO of 2403 N Hwy 783, LLC, a Limited Liability company, on behalf of said company.

(SEAL)

[Signature]
Notary Public, State of Texas

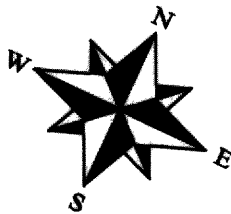


EXHIBIT “A”

Description of Property

KNIGHT COMMERCIAL
FINAL PLAT

EXHIBIT "A"
9.938 AC LOT 1, BLK "A"



1"=100'

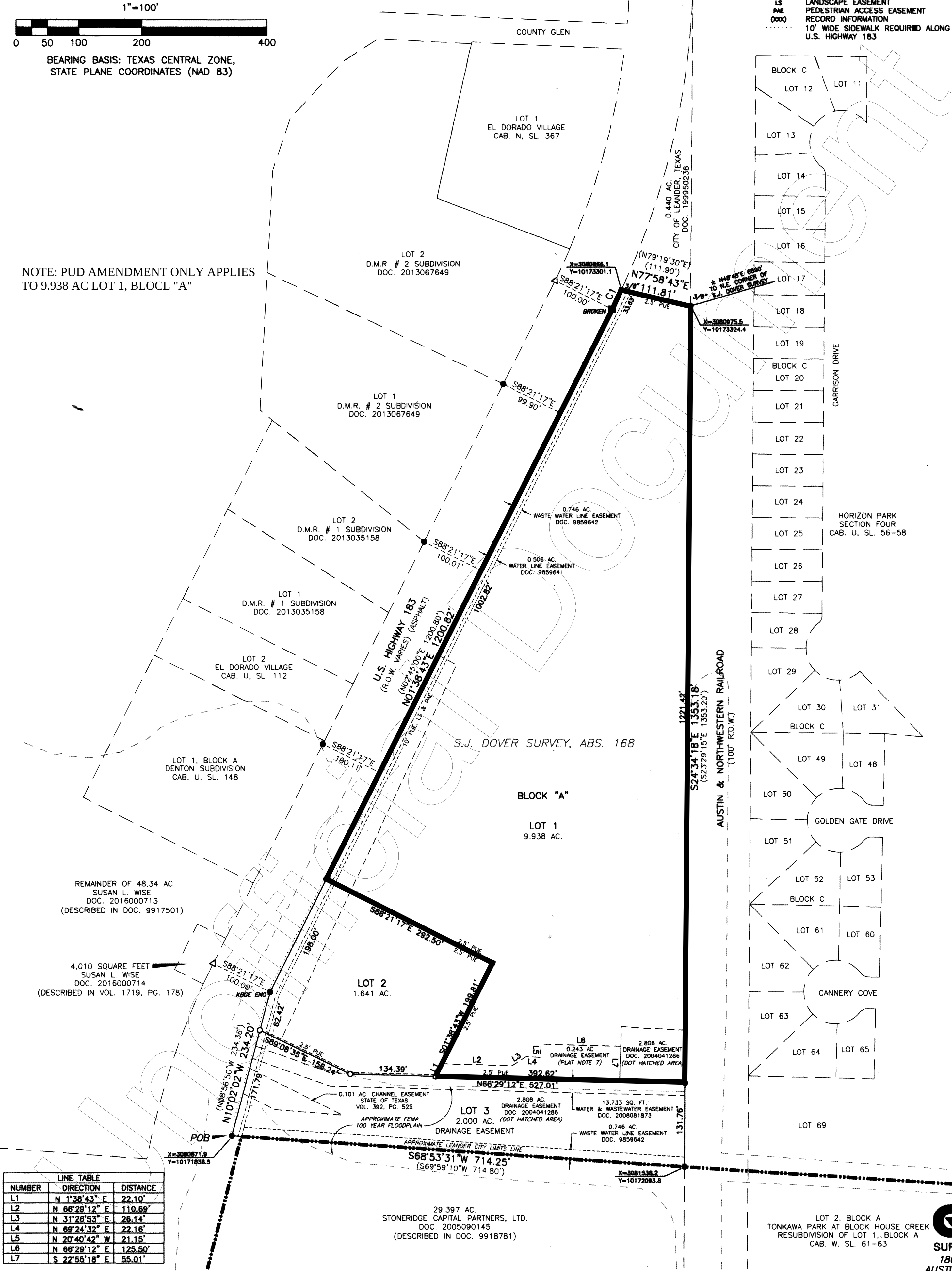


BEARING BASIS: TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)

NOTE: PUD AMENDMENT ONLY APPLIES
TO 9.938 AC LOT 1, BLOCK "A"

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
- TXDOT TYPE I MONUMENT FOUND
- IRON ROD WITH G&R CAP SET
- CALCULATED POINT
- PUBLIC UTILITY EASEMENT
- LANDSCAPE EASEMENT
- PEDESTRIAN ACCESS EASEMENT
- RECORD INFORMATION
- 10' WIDE SIDEWALK REQUIRED ALONG
U.S. HIGHWAY 183



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 1°38'43" E	22.10'
L2	N 66°29'12" E	110.89'
L3	N 31°26'53" E	26.14'
L4	N 69°24'32" E	22.16'
L5	N 20°40'42" W	21.15'
L6	N 66°29'12" E	125.50'
L7	S 22°55'18" E	55.01'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	1°36'39"	1196.28'	33.63'	N01°01'20"E	33.63'

TONKAWA PARK AT BLOCK HOUSE CREEK
RESUBDIVISION OF LOT 1, BLOCK A
CAB. W. SL. 61-63

G&R
SURVEYING, LLC
1805 OLIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000
SHEET 2 OF 3

Doc # 2019021315



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

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

May 12, 2022 at 7:00 PM



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

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

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

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

2. Roll Call.

All Commissioners were present except Chair John Cosgrove.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the May 5, 2022 meeting.

4. Review of meeting protocol.

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

CONSENT AGENDA: ACTION

6. Reapproval of Subdivision Case 20-SFP-011 regarding Hazlewood Phase 6, Lot 52-A, 52-B, 52-C, and 52-D Short Form Final Plat on two parcels of land approximately 15.692 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R485234, R599650; generally located southwest of Ronald W. Reagan Blvd. and Republic Trails Blvd., Leander, Williamson County, Texas.

7. Approval of Subdivision Case 21-TOD-FP-029 regarding Bryson Phase 14 Final Plat on one parcel of land approximately 14.846 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032196; generally located at the north west corner of E. San Gabriel Pkwy and CR 270, Leander, Williamson County, Texas.

8. Approval of Minutes.

Motion made by Commissioner Rick Carpenter and seconded by Commissioner Ron May to approve the consent agenda items 6 through 8.

Vote 6 to 0

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing regarding Subdivision Case 22-CP-002 to adopt the Crystal Mesa 2 Concept Plan on three parcels of land approximately 10.33 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 354047, 354048, 354050; generally located at the south west of CR 290 and High Lonesome, Leander, Travis County, Texas.

- Discuss and consider action regarding Subdivision Case 22-CP-002 as described above.

Motion made by Commissioner Gary Hampton, Jr., seconded by Commissioner Laura Lantrip to recommended approval of the concept plan.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

10. Conduct a Public Hearing and consider action on a Subdivision Variance request from Article III, Section 42 (b) (2) (iii) of the Subdivision Ordinance that requires a developer to extend streets and trails to the boundary lines of the tract and Article III, Section 42 (b) (2) (vi) of the Subdivision Ordinance that requires street and trail right-of-way shall be dedicated and constructed with the Plat associated with 114.68 acres $\pm$ in size; more particularly described as Devine Lake Ph. 3 Subdivision; generally located to the west of N. Bagdad Rd. and south of San Gabriel Pkwy., Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-VA-002 as described above.

Elizabeth Shires and Lisa Lackey Birkman were against.

No one spoke in favor.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Rick Carpenter to approve to postpone the Variance case to the May 26, 2022, meeting per the applicant's request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

11. Conduct a Public Hearing and consider action regarding Zoning Case 21-Z-036 to amend the current Knight PUD (Planned Unit Development) with the base zoning districts GC-3-A (General Commercial) and MF-2-A (Multi-Family) on one parcel of land approximately 9.938 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R583665; and generally located to the south of the intersection of US 183 and County Glen Drive, to the west of the railroad tracks, and north of the southern City Limits, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 21-Z-036 as described above.

Nathan Chelstrom was in favor.

No one spoke against.

Motion made by Commissioner Laura Lantrip, no one seconded the motion to approve the zoning request.

Motion Failed

Motion made by Commissioner Rick Carpenter, seconded by Commissioner Deirdre Moss to approve the zoning request with the following conditions:

1. Restrict use of the dome to allow for the tennis venue only.
2. Provide 100% garage parking for multi-family uses.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Ron May

NAY: Commissioner Gary Hampton, Jr., Vice Chair Donnie Mahan

4 - 2 Passed

REGULAR AGENDA

12. Discuss and consider action regarding Zoning Case 22-Z-008 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one parcel of land approximately 2.3 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032240; and more commonly known as 50 High Gabriel East, Leander, Williamson County, Texas.

Mark McIlheran spoke in favor.

No one spoke against.

Motion made by Commissioner Ron May, seconded by Commissioner Deirdre Moss to approve the zoning request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

13. Discuss and consider action regarding Zoning Case 22-Z-013 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the 805 S. Bagdad PUD (Planned Unit Development) with the base zoning district of GC-2-A (General Commercial) on one parcel of land approximately 2.26 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035153; and legally described as Lots 2 & 3, Block B of the Falcon Oaks Sec 1 Subdivision, Leander, Williamson County, Texas.

Pat Post was against.

No one spoke in favor.

Motion made by Commissioner Ron May, seconded by Commissioner Rick Carpenter to approve the zoning request.

AYE: Commissioner Deirdre Moss, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

14. Adjournment

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Approval of the Bar W Ranch West Phase 5 License Agreement, Case 22-LA-002, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of Stamp Iron Avenue, Leander, Williamson County, Texas.

BACKGROUND:

License agreements are required when developers propose to place private improvements within the public right-of-way. This agreement grants the developer permission to install the improvements as well as provide conditions that describe the responsibility of maintaining and possible removal of improvements. In addition, the developer is required to indemnify the City against claims and liabilities, and carry insurance.

The developer of the Bar W Ranch West Phase 5 is requesting a license agreement to install and maintain landscaping and irrigation within a portion of the right-of-way of Stamp Iron Avenue.

APPLICANT/AGENT:

Carlson, Brigrance & Doering, Inc. (Geoff Guerrero)

PRESENTER:

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

Attachments

1. License Agreement
2. Location Exhibit
3. Letter of Intent

**LICENSE AGREEMENT
FOR THE BAR W RANCH WEST PHASE 5**

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis Counties, Texas ("the City"), and Bar W Ranch HOA, Inc., a Texas nonprofit corporation (the "Licensee"), enter into this License Agreement for the Bar W Ranch West Phase 5 Subdivision ("Agreement") on this the ____ day of _____, 20__, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee permission to use the property, located within the right-of-way of Stamp Iron Avenue in the Bar W West Phase 5 , Leander, Texas (the "Subdivision"), shown in Exhibit "A" attached hereto and incorporated herein for all purposes (the "licensed property"), for the following purposes only:

- (1) the installation of landscaping;
- (2) the installation of an irrigation system for the landscaping; and
- (3) the repair, maintenance and replacement of the landscaping and irrigation system, within right-of-way of Stamp Iron Avenue shown on Exhibit "A" hereto. The landscaping and irrigation are sometimes collectively referred to herein as the "improvements".

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this License Agreement.

III. CITY'S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. The uses of the licensed property are subject to the City's right to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, and assuming no obligation to Licensee, to remove any of the improvements or alterations thereof whenever such removal is deemed

necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee's use or occupancy of the licensed property.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse, All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS.

- A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.
- B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the licensed property including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.
- C. Removal or Modification. Licensee agrees that removal or modification of any of the improvements now existing or to be later placed on the licensed property shall be a Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the improvements, said removal or modification shall be at Licensee's

sole discretion.

- D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address

Bar W Ranch HOA, Inc.
Attn: First Service Residential
5316 W US Hwy 290, Suite 100
Austin, Texas 78735
Williamson County

City Address

City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78641
Williamson County

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. All installations of Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

VIII. TERMINATION.

- A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the licensed property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.
- B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:
1. The improvements, or a portion of them, interfere with the City's right-of-way;
 2. Use of the licensed property becomes necessary for a public purpose;

3. The improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 20__.

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: City Manager

LICENSEE: BAR W RANCH HOA, INC.

By: _____
Name: Keri Rhodes
Title: Director

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, City Manager for the City of Leander, Texas, on behalf of the City.

Notary Public – State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, _____ of the _____, on behalf of said entity.

Notary Public – State of Texas

AFTER RECORDING RETURN TO:

City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319

EXHIBIT “A”

EXHIBIT "A" LICENSED PROPERTY



BAR W RANCH WEST PHASE 5 FINAL PLAT

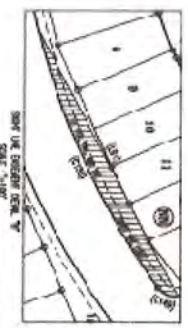
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Estimated Data Table

Lot #	Length	Width	Area	Volume	Depth	Area
1001	11.26	40.00	450.64	11.26	1.00	11.26
1002	11.26	40.00	450.64	11.26	1.00	11.26
1003	11.26	40.00	450.64	11.26	1.00	11.26
1004	11.26	40.00	450.64	11.26	1.00	11.26
1005	11.26	40.00	450.64	11.26	1.00	11.26
1006	11.26	40.00	450.64	11.26	1.00	11.26
1007	11.26	40.00	450.64	11.26	1.00	11.26
1008	11.26	40.00	450.64	11.26	1.00	11.26
1009	11.26	40.00	450.64	11.26	1.00	11.26
1010	11.26	40.00	450.64	11.26	1.00	11.26

Estimated Data Table

Lot #	Length	Width	Area	Volume	Depth	Area
1011	11.26	40.00	450.64	11.26	1.00	11.26
1012	11.26	40.00	450.64	11.26	1.00	11.26
1013	11.26	40.00	450.64	11.26	1.00	11.26
1014	11.26	40.00	450.64	11.26	1.00	11.26
1015	11.26	40.00	450.64	11.26	1.00	11.26
1016	11.26	40.00	450.64	11.26	1.00	11.26
1017	11.26	40.00	450.64	11.26	1.00	11.26
1018	11.26	40.00	450.64	11.26	1.00	11.26
1019	11.26	40.00	450.64	11.26	1.00	11.26
1020	11.26	40.00	450.64	11.26	1.00	11.26



Carlson, Briggance & Deering, Inc.

Surveyors

1001 W. 10th St., Suite 100
Oklahoma City, OK 73106

Phone: (405) 271-2000
Fax: (405) 271-2001

LEGEND:

Lot #	Length	Width	Area	Volume	Depth	Area
1021	11.26	40.00	450.64	11.26	1.00	11.26
1022	11.26	40.00	450.64	11.26	1.00	11.26
1023	11.26	40.00	450.64	11.26	1.00	11.26
1024	11.26	40.00	450.64	11.26	1.00	11.26
1025	11.26	40.00	450.64	11.26	1.00	11.26
1026	11.26	40.00	450.64	11.26	1.00	11.26
1027	11.26	40.00	450.64	11.26	1.00	11.26
1028	11.26	40.00	450.64	11.26	1.00	11.26
1029	11.26	40.00	450.64	11.26	1.00	11.26
1030	11.26	40.00	450.64	11.26	1.00	11.26

EXHIBIT "A"
LICENSED PROPERTY

LEGEND:



LICENSED PROPERTY

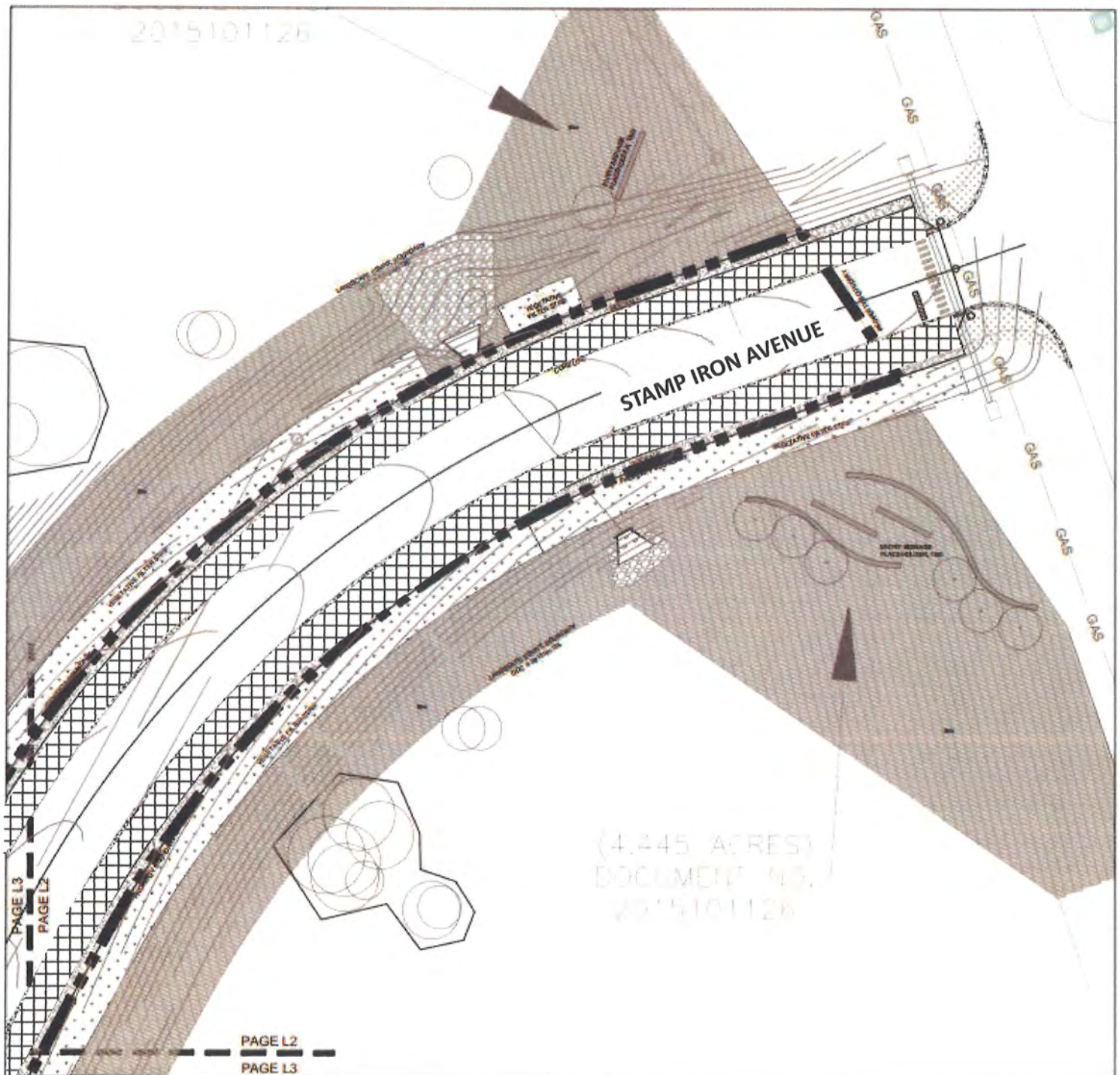


EXHIBIT "A"
LICENSED PROPERTY

LEGEND:  **LICENSED PROPERTY**

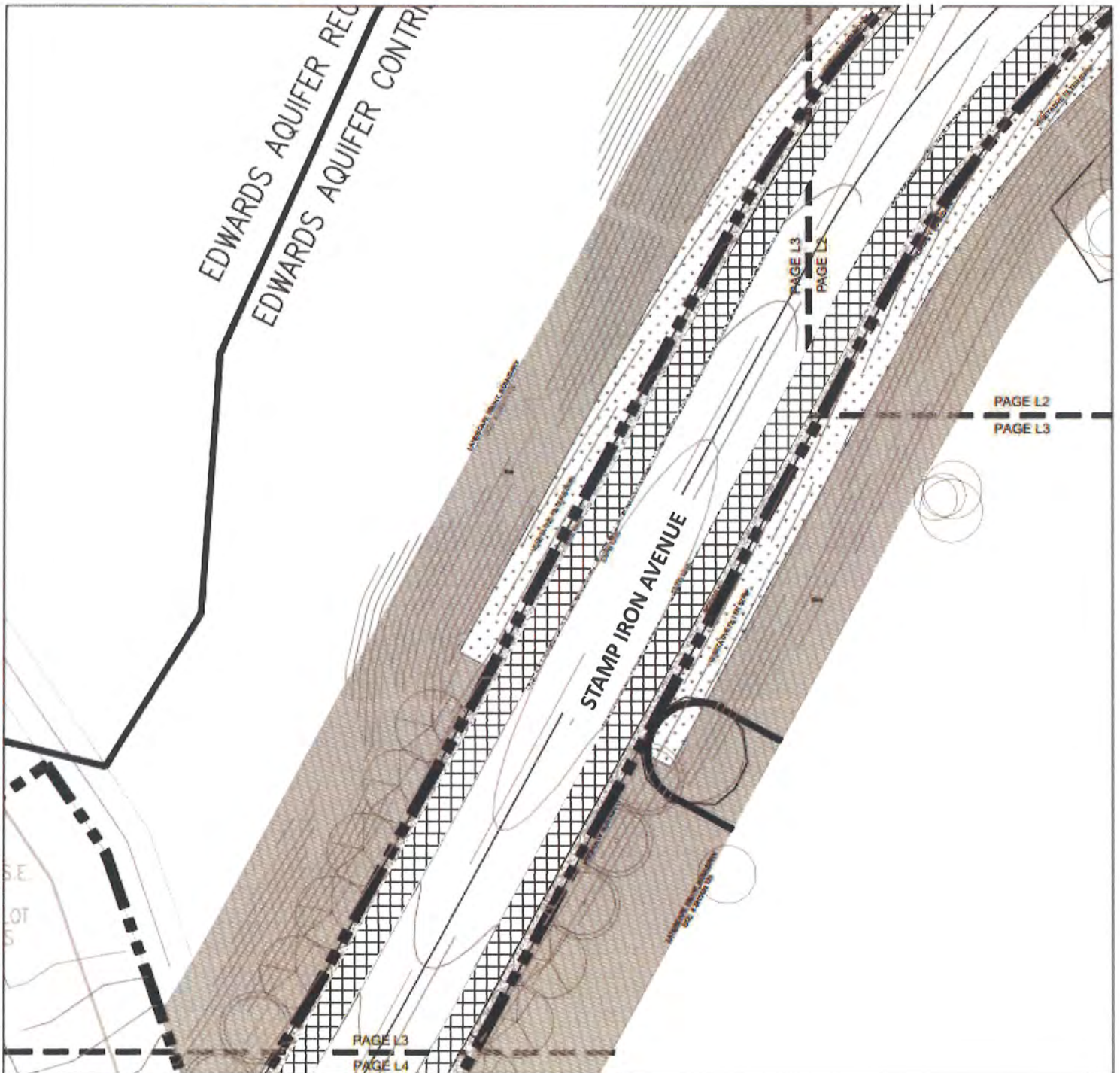
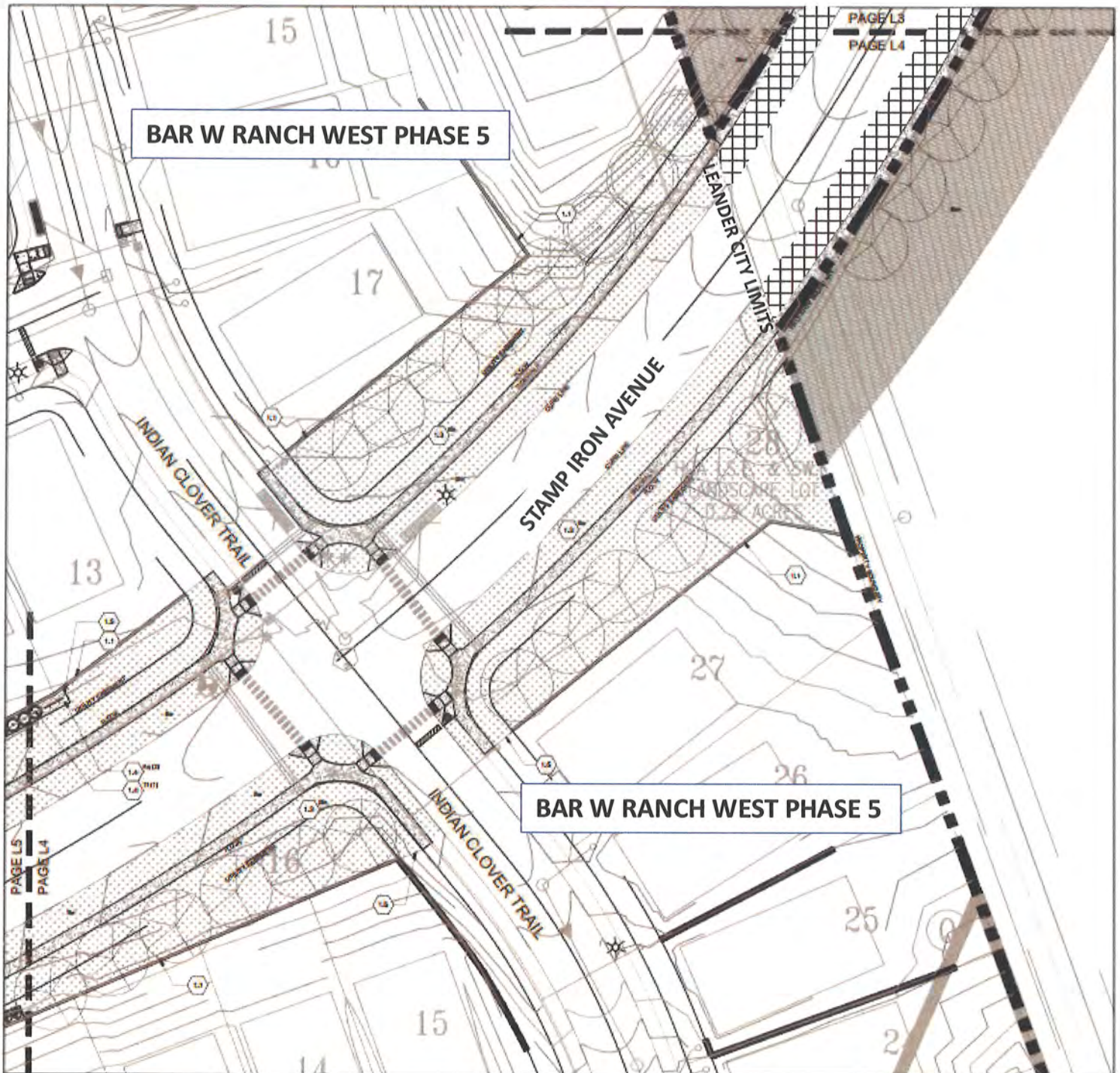
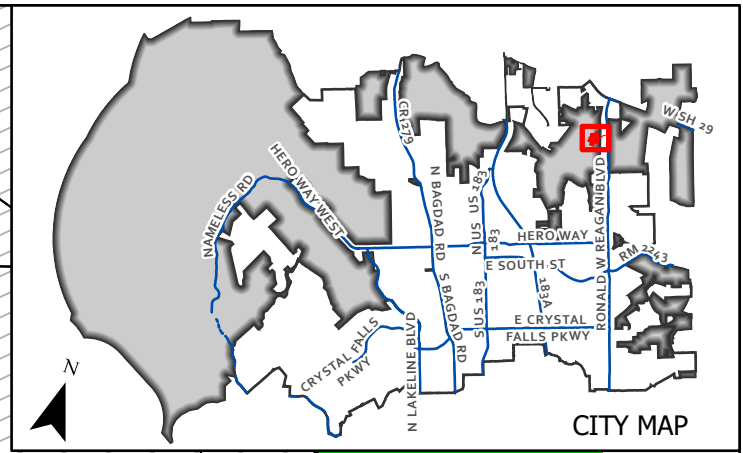
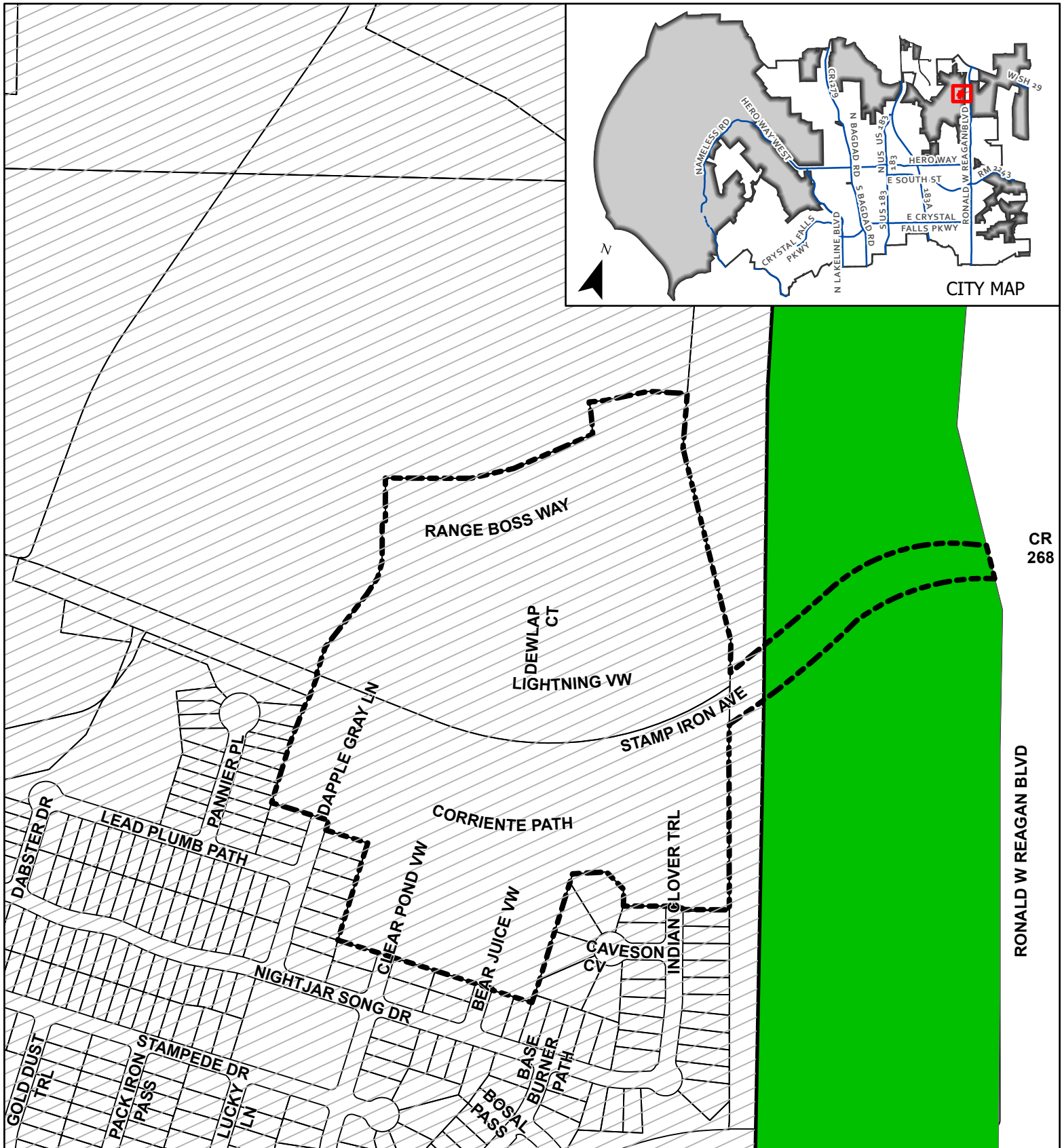


EXHIBIT "A"
LICENSED PROPERTY

LEGEND:  **LICENSED PROPERTY**





CASE: 22-LA-002

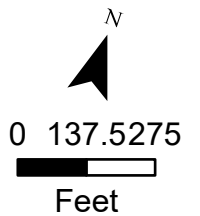
ATTACHMENT #2

BAR W RANCH
WEST PH 5

Location Map

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

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.





Carlson, Brigrance & Doering, Inc.
Civil Engineering ♦ Surveying

April 5, 2022

City of Leander
Planning Department
Attn: Mrs. Robin Griffin, Executive Director of Development Services
201 N. Brushy Street
Leander, Texas 78641

RE: Bar W Ranch West Phase 5
CBD Job # 5041

License Agreement Cover Letter

Dear Mrs. Griffin,

On behalf of our client, please accept this application for submittal of a license agreement for landscaping irrigation improvements to be located within the public right-of-way of Stamp Iron Avenue found within the Bar W Ranch West Phase 5 subdivision.

In addition to this letter please also find a draft of the License Agreement to be recorded. The draft submitted matches the same form as was done for Phase 1 Section 1 of Bar W Ranch West. The formatting of the License Agreement is in accordance with the document inserted into the Development Agreement for Leander MUD 1, 2 and 3 as Exhibit E. In addition to this format the exhibits were prepared to show the location of the area for which the license agreement would be valid for as well as the overall plat in which the property is recorded.

There have been no modifications to the dedication document language other than updating the HOA management responsible for the ultimate signature prior to recording.

Please let me know if you need any additional information in order to process this application.

Respectfully,
Carlson, Brigrance & Doering, Inc.

Geoff Guerrero
Senior Planner

Attachment: Draft License Agreement
 Exhibit E excerpt from recorded Development Agreement for Leander MUD 1, 2 and 3



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Approval of an agreement regarding the Certificate of Convenience and Necessity (CCN) decertification and Extra Territorial Jurisdiction release for the Parkside Peninsula Tract, including 28.212 acres $\pm$, generally located 1,500 feet to the northwest of the intersection CR 176 and Whisper Lane, Leander, Williamson County, Texas.

BACKGROUND:

During the September 2, 2021 meeting, the City Council reviewed a request for an annexation and zoning of the Parkside Peninsula property. At the close of the item, the Council determined that since the property would be primarily served by Georgetown the property should be moved to Georgetown's ETJ. This agreement includes removing the property from the Leander CCN and ETJ, then releasing it to Georgetown.

HISTORY/TIMELINE:

05/20/2021 – Development Agreement

08/12/2021 – Planning & Zoning Commission, 1st Public Hearing

09/02/2021 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Randall Jones & Associates Engineering, Inc on behalf of HM CR 176-2243, LP (Blake Magee)

PRESENTER:

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

Attachments

1. CCN & ETJ Release
2. Location Exhibit

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS:

That this **AGREEMENT REGARDING CCN DECERTIFICATION AND ETJ RELEASE FOR THE PARKSIDE PENINSULA TRACT** (this “*Agreement*”) is by and between the **City of Leander, Texas** (“*Leander*”), a home-rule municipality located in Williamson County, Texas, and **HM CR 176-2243, LP**, a Texas limited partnership (the “*Developer*”). Leander and the Developer may be referred to herein individually as a “*Party*” or collectively as the “*Parties*”.

RECITALS

WHEREAS, Leander is a home-rule city and municipal corporation organized and operating in accordance with the laws of the State of Texas and providing retail water service under Certificate of Convenience and Necessity No. 10302 and retail wastewater service under Certificate of Convenience and Necessity No. 20626 ("Leander's CCNs");

WHEREAS, the City of Georgetown, Texas (“Georgetown”), is a home-rule city and municipal corporation organized and operating in accordance with the laws of the State of Texas and providing retail water service under Certificate of Convenience and Necessity No. 12369 and retail wastewater service under Certificate of Convenience and Necessity No. 20786;

WHEREAS, the Developer owns the approximately 28.212 acres of land described by metes and bounds and accompanying sketch on the attached **Exhibit “A”** (the “*Parkside Peninsula Tract*”), which is currently located in the extraterritorial jurisdiction (“*ETJ*”) of Leander and in Leander’s CCNs;

WHEREAS, the Developer desires to develop the Parkside Peninsula Tract as part of the “Parkside on the River” project, which is located in Georgetown’s ETJ and receives retail water and wastewater service from Georgetown; and

WHEREAS, Georgetown and Leander have coordinated to determine which retail public utility should extend water and wastewater service to the Parkside Peninsula Tract and, pursuant to an “Interlocal Agreement Allocating Extraterritorial Jurisdiction between the City of Georgetown, Texas, and the City of Leander, Texas” dated on or about even date herewith (the “Georgetown Interlocal Agreement”), have agreed (i) to the decertification of the Parkside Peninsula Tract from Leander’s CCNs to allow for Georgetown to be the retail water and wastewater service provider to the Parkside Peninsula Tract and (ii) to transfer the Parkside Peninsula Tract from Leander’s ETJ to Georgetown’s ETJ;

AGREEMENT

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

1. Recitals. The Recitals and the definitions contained therein, which the Parties agree are true and correct, are incorporated herein for all purposes.

2. Decertification of the Parkside Peninsula Tract from Leander's CCNs. The Developer agrees, at the Developer's cost, to file a petition with the Public Utility Commission of Texas (the "PUC") pursuant to Section 13.2541 of the Texas Water Code for the streamlined expedited release of the Parkside Peninsula Tract from Leander's CCNs (the "Decertification Petition"). Leander agrees (a) not to oppose the Decertification Petition; (b) not to appeal or otherwise contest, directly or indirectly, the decision of the PUC regarding the Decertification Petition in any proceeding before PUC, any other state agency, or otherwise; (c) not to seek any compensation in connection therewith or any other matters contemplated by this Agreement; and (d) not to oppose Georgetown providing retail water and wastewater utility service to the Parkside Peninsula Tract.

3. Release and Transfer of the Parkside Peninsula Tract from Leander's ETJ to Georgetown's ETJ. Within 30 days after the issuance by the PUC of a final order decertifying and releasing the Parkside Peninsula Tract from Leander's CCNs and the expiration of all applicable appeal periods, Leander will, in accordance with applicable law and Leander's agreement with Georgetown, release the Parkside Peninsula Tract from Leander's ETJ to Georgetown's ETJ (the date of such release being referred to herein as the "ETJ Release Date").

4. Termination of Leander Development Agreement. Effective upon the ETJ Release Date, the "Development, Annexation and Utility Services Agreement (Parkside Peninsula)" between Leander and the Developer dated effective as of May 20, 2021 and recorded as Document No. 2021078487 of the Official Public Records of Williamson County, Texas will automatically terminate, at which time Leander's City Manager is hereby authorized and directed to promptly execute and record evidence of such termination in the Official Public Records of Williamson County, Texas.

5. Further Assurances. The Parties agree to take such actions and execute and deliver such documents as may be reasonably necessary or appropriate to effect the provisions of this Agreement.

6. Notice. Any notice or other communication given under this Agreement must be in writing and may be given: (a) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (b) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (c) by personally delivering it to the Party, or any agent of the Party listed in this Agreement; or (d) by electronic mail or facsimile with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail will be

effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as set forth on the counterpart signature pages to this Agreement below.

7. Binding Effect. This Agreement will become binding immediately upon Leander and the Developer upon the proper approval and execution thereof by the duly authorized representatives of Leander and the Developer, and will continue until the Parties fulfill their respective obligations under this Agreement. This Agreement will extend to and be binding upon and inure to the benefit of the Parties, their respective successors, and permitted assigns.

8. Entire Agreement; Amendment. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings, whether written or oral, with respect to subject matter hereof. This Agreement may be amended only by written agreement signed by the Parties.

9. Severability. If any provisions of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

10. Governing Law; Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

11. Interpretation. All appendices and exhibits referred to within or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

12. Counterparts. This Agreement may be executed in any number of counterparts, including, without limitation, counterparts transmitted by facsimile or

email, with the same effect as if the Parties had signed the same document, and all counterparts will constitute one and the same agreement.

13. Authority. Leander certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the Developer's limited partnership agreement.

14. Recordation. This Agreement, or a memorandum of agreement in the form agreed upon by the Parties, will be recorded in the Official Public Records of Williamson County, Texas.

* * *

[counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE TO
AGREEMENT REGARDING CCN DECERTIFICATION AND ETJ RELEASE
FOR THE PARKSIDE PENINSULA TRACT

LEANDER:

CITY OF LEANDER, TEXAS

105 N. Brushy Street
Leander, TX 78641

By: _____
CHRISTINE DELISLE, Mayor

Date: _____

ATTEST:

DARA CRABTREE, City Secretary

APPROVED AS TO FORM:

PAIGE SAENZ, City Attorney

ACKNOWLEDGEMENT

State of Texas §

County of Williamson §

 This instrument was acknowledged before me on
-----*(date)* by Christine DeLisle, Mayor of the City of
Leander, Texas, a Texas home rule municipal corporation, on behalf of the City of
Leander, Texas.

Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE TO
AGREEMENT REGARDING CCN DECERTIFICATION AND ETJ RELEASE
FOR THE PARKSIDE PENINSULA TRACT

DEVELOPER:

HM CR 176-2243, LP

1011 North Lamar Blvd.

Austin, Texas 78703

By: Hanna/Magee GP #1, Inc., a Texas
corporation, its general partner

By: _____
Blake Magee, President

Date: _____

ACKNOWLEDGEMENT

State of Texas §

County of Travis §

 This instrument was acknowledged before me on
_____ (date) by Blake Magee, President of
Hanna/Magee GP #1, Inc., a Texas corporation, the general partner of HM CR 176-2243,
LP, a Texas limited partnership, on behalf of Hanna/Magee GP #1, Inc. and HM CR
176-2243, LP.

Notary Public, State of Texas

EXHIBIT "A"
PARKSIDE PENINSULA TRACT

28.212 Acres

THAT PART OF THE JOHN T. CHURCH SURVEY, ABSTRACT No. 140, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT CALLED 49.556 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP, BY DEED RECORDED IN DOCUMENT No. 2018023178 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 3/8" iron rod found on the north line of said 49.556 Acre Tract, being also at the southeast corner of an 89.41 Acre Tract of land conveyed to Anita Martinez, et al, by deed recorded in Document No. 2012066513 (Cause No. 11-00262-CP4) of the Official Public Records of Williamson County, Texas, and at the southwest corner of a 40.80 Acre Tract of land conveyed to HM CR 176-2243, LP, by deed recorded in Document No. 2018012540 of the Official Public Records of Williamson County, Texas;

THENCE N69°28'39"E along the north line of said 49.556 Acre Tract, being also the south line of said 40.80 Acre Tract a distance of 232.16 feet;

THENCE S21°19'19"E across said 49.556 Acre Tract a distance of 417.25 feet to a 60-D Nail found on the south line said 49.556 Acre Tract, same being the north line of a 26.045 Acre Tract of land (Exhibit B) conveyed to Tommy Diaz by deed recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas,

THENCE S68°57'32"W along the south line of said 49.556 Acre Tract, same being the north line of said 26.045 Acre Tract and along a old fence a distance of 758.02 feet to a 1/2" iron rod with cap labeled RPLS 1847 found at the northwest corner of said 26.045 Acre Tract and the northeast corner of a 3.55 Acre Tract of land conveyed to Toby D. Steele by deed recorded in Document No. 2013066332 of the Official Public Records of Williamson County, Texas;

THENCE S68°58'37"W continuing along the south line of said 49.556 Acre Tract, same being the north line of said 3.55 Acre Tract and said fence, a distance of 393.43 feet to a 1/2" iron rod with cap labeled RPLS 1847 found at the northwest corner of said 3.55 Acre Tract and the northeast corner of a 4.44 Acre Tract of land conveyed to Dayton Klein Trustee Living Trust by deed recorded in Document No. 2011012660 of the Official Public Records of Williamson County, Texas;

THENCE S69°02'52"W continuing along the south line of said 49.556 Acre Tract, same being the north line of said 4.44 Acre Tract and along said fence a distance of 486.09 feet to a 1/2" iron rod with cap labeled RPLS 1847 found at the northwest corner of said 4.44 Acre Tract and at the northeast corner of a 4.45 Acre Tract of land conveyed to Dayton Klein and Elyce Klein by deed recorded in Document No. 2004096526 of the Official Public Records of Williamson County, Texas;

THENCE S69°03'15"W continuing along the south line of said 49.556 Acre Tract, same being the north line of said 4.45 Acre Tract and along said fence, a distance of 479.74 feet to a 1/2" iron rod with cap labeled RPLS 1847 found at the northwest corner of said 4.45 Acre Tract and at the northeast corner of a 8.08 Acre Tract of land conveyed to Brian K. Flachs and wife Lisa S. Flachs by deed recorded in Document No. 2005033065 of the Official Public Records of Williamson County, Texas;

THENCE S69°03'43"W continuing along the south line of said 49.556 Tract, same being the north line of said 8.808 Acre Tract and along said fence a distance of 798.84 feet to a 1/2" iron rod found at the southwest corner of said 49.556 Acre Tract, being also at the northwest corner of said 8.08 Acre Tract and on the east line of a 168.4 Acre Tract of land conveyed to CSM-Mason Family LP by deed recorded in Document No. 2011086909 of the Official Public Records of Williamson County, Texas;

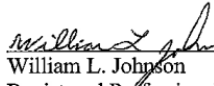
28.212 Acres

THENCE N21°01'52"W along the west line of said 49.556 Acre Tract same being the east line of said 168.4 Acre Tract and along an old fence a distance of 423.35 feet to a 1/2" iron rod set at the northwest corner of said 49.556 Acre Tract, being also at the southwest corner of said 89.41 Acre Tract;

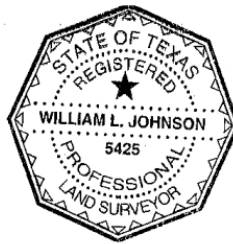
THENCE N69°06'39"E along the north line of said 49.556 Acre Tract, the south line of said 89.41 Acre Tract and along an old fence, a distance of 2681.86 feet to the Point of Beginning.

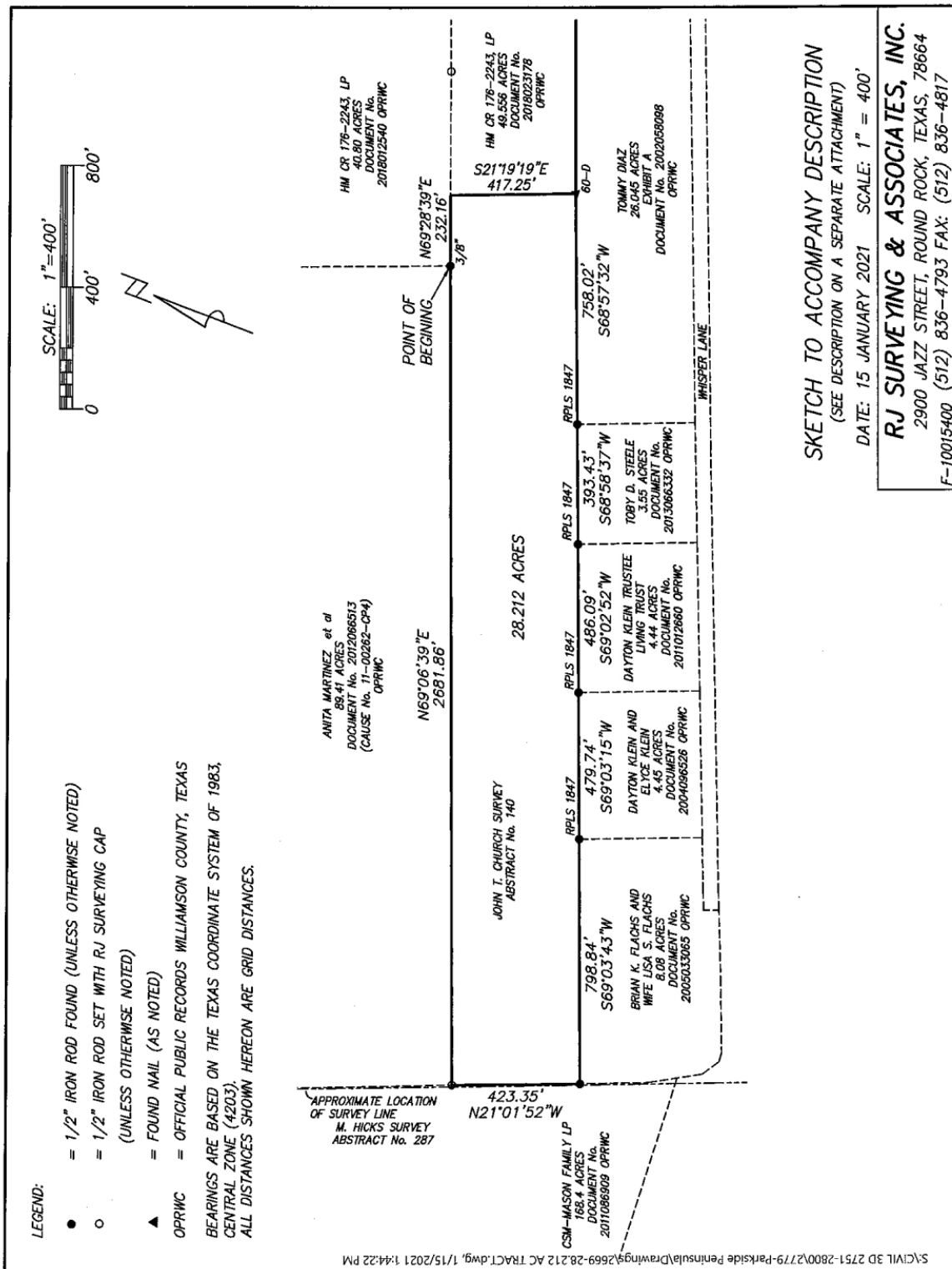
Containing 28.212 acres, more or less, as shown on the sketch attached.

All iron rods set have RJ Surveying caps. All rod found are 1/2" unless otherwise noted
Bearings are based on the Texas State Plane Coordinate system of 1983, Central Zone (4203)

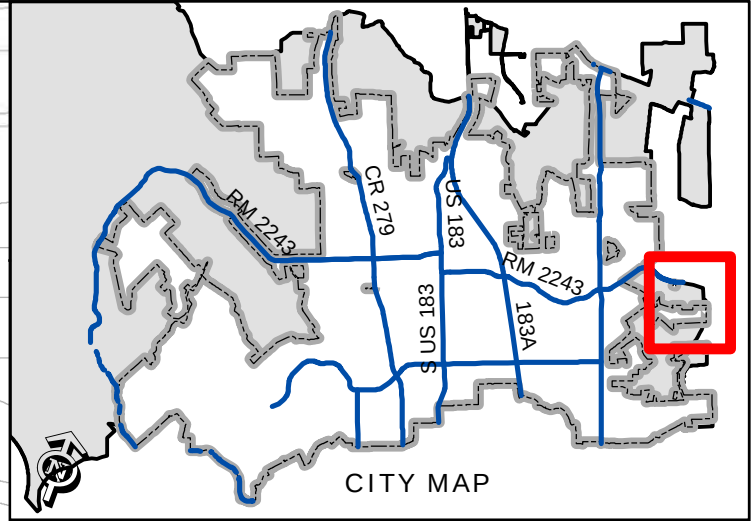
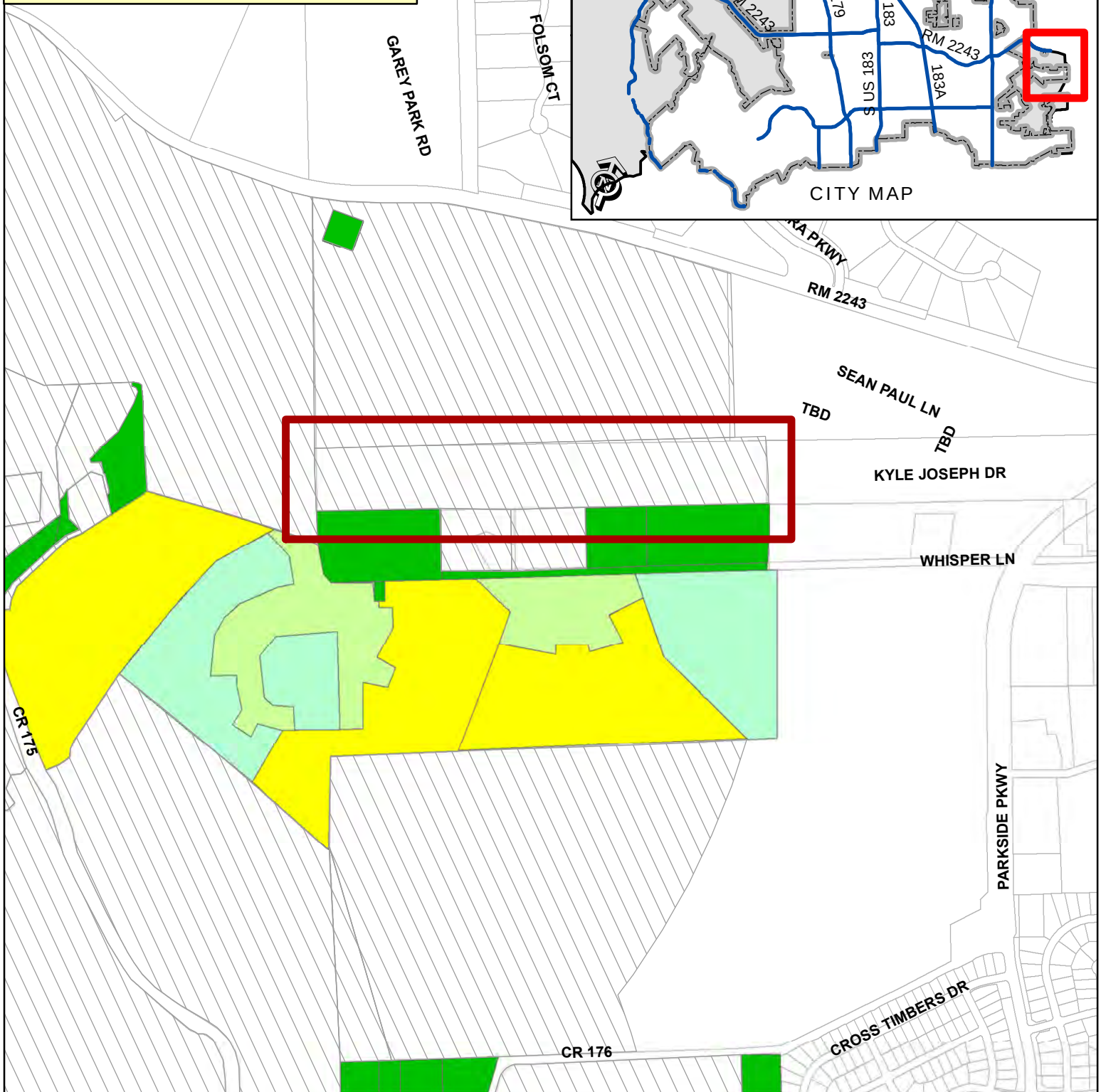
 15 JANUARY 2021
William L. Johnson
Registered Professional Land Surveyor No. 5425
State of Texas

RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, Texas 78664
F-10015400





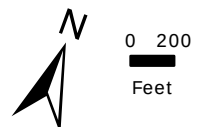
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



Parkside Peninsula Development Agreement

Attachment #3 - Location Exhibit

- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFC - Single-Family Compact
- SFU - Single-Family Urban





EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Approval of an interlocal agreement allocating extraterritorial jurisdiction between the City of Georgetown and the City of Leander for the release, acceptance, and allocation of extraterritorial jurisdiction between Georgetown and Leander for the Parkside Peninsula Tract, including 28.212 acres $\pm$, generally located 1,500 feet to the northwest of the intersection CR 176 and Whisper Lane, Leander, Williamson County, Texas.

BACKGROUND:

During the September 2, 2021 meeting, the City Council reviewed a request for an annexation and zoning of the Parkside Peninsula property. At the close of the item, the Council determined that since the property would be primarily served by Georgetown the property should be moved to Georgetown's ETJ. This interlocal agreement is associated with the ETJ and CNN release addressed with the previous item. This item transfers the ETJ area to the Georgetown ETJ.

HISTORY/TIMELINE:

05/20/2021 – Development Agreement

08/12/2021 – Planning & Zoning Commission, 1st Public Hearing

09/02/2021 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Randall Jones & Associates Engineering, Inc on behalf of HM CR 176-2243, LP (Blake Magee)

PRESENTER:

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

Attachments

1. Interlocal Agreement
2. Location Exhibit

**INTERLOCAL AGREEMENT
ALLOCATING EXTRATERRITORIAL JURISDICTION BETWEEN
THE CITY OF GEORGETOWN, TEXAS, AND THE CITY OF LEANDER, TEXAS**

This Interlocal Agreement (“**Agreement**”) is by and between the City of Georgetown, Texas (“**Georgetown**”) and the City of Leander, Texas (“**Leander**”) (each a “**Party**” and collectively the “**Parties**”) for the release, acceptance, and allocation of extraterritorial jurisdiction (“**ETJ**”) between Georgetown and Leander, effective as provided herein.

ARTICLE I. RECITALS

1.1 WHEREAS, Section 42.022(b) of the Texas Local Government Code states that “The extraterritorial jurisdiction of a municipality may expand beyond the distance limitations imposed by [Texas Local Government Code] Section 42.021 to include an area contiguous to the otherwise existing extraterritorial jurisdiction of the municipality if the owners of the area request the expansion.”

1.2 WHEREAS, HM CR 176-2243 LP (“**Owner**”) as owner of the land described in the attached *Exhibit A* (the “**ETJ Transfer Area**”) has requested that the ETJ Transfer Area be decertified from the City of Leander’s water and wastewater certificates of convenience and necessity and transferred from the City of Leander’s ETJ to the City of Georgetown’s ETJ in order to facilitate the provision of water and wastewater service by the City of Georgetown to the ETJ Transfer Area and development of the ETJ Transfer Area consistent with the Owner’s Parkside on the River Subdivision project pursuant to the agreements between Owner and the City of Georgetown.

1.3 WHEREAS, Section 42.023, Texas Local Government Code authorizes municipalities to reduce ETJ by ordinance or resolution.

1.4 WHEREAS, the Interlocal Cooperation Act authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

1.5 WHEREAS, as more specifically described in this Agreement and effective upon Leander’s adoption of a resolution substantially in the form attached as *Exhibit B*, Leander will release the ETJ Transfer Area from its ETJ, and effective on the date that Georgetown adopts a resolution substantially in the form attached as *Exhibit C*, Georgetown will extend and assume extraterritorial jurisdiction over the ETJ Transfer Area.

NOW, THEREFORE, this Agreement is made and entered into by the City of Leander,

Texas and the City of Georgetown, Texas, upon and for the mutual consideration hereinafter stated, which entities hereby agree and understand as follows:

ARTICLE II. REPRESENTATIONS/CONSIDERATIONS

2.1 Representations.

The Parties believe that the Recitals set forth above are true and correct in all material respects and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein.

Each of the Parties acknowledges and agrees that it has the requisite power and authority to enter into this Agreement; that this Agreement has been duly authorized and approved by its respective governing body; and that the person executing the Agreement on its behalf has been duly authorized to do so.

2.2 Consideration. The Parties acknowledge and agree that the obligations, rights, and benefits provided herein are mutual and supported by adequate consideration.

ARTICLE III. PROPERTY SUBJECT TO ALLOCATION

3.1 Release of the ETJ Transfer Area by Leander. The ETJ Transfer Area is located in the City of Leander's water and wastewater certificates of convenience and necessity ("**Leander's CCNs**"). Owner has, by separate agreement with Leander dated on or about the Effective Date of this Agreement (defined in Section 4.07 below), agreed to file a petition with the Public Utility Commission of Texas (the "**PUC**") for the streamlined expedited release of the ETJ Transfer Area from Leander's CCNs. Within 30 days after the issuance by the PUC of a final order decertifying and releasing the ETJ Transfer Area from Leander's CCNs and the expiration of all applicable appeal periods, Leander will consider a resolution or ordinance substantially in the form attached as *Exhibit B* (the "**Leander ETJ Transfer Resolution**"), and, effective upon passage of the Leander ETJ Transfer Resolution by the City Council of the City of Leander, the ETJ Transfer Area shall be released by Leander from Leander's ETJ.

3.2 Allocation of the ETJ Transfer Area to Georgetown. Within 30 days after passage of the Leander ETJ Release Resolution by the City Council of the City of Leander, Georgetown will consider a resolution or ordinance in substantially the form attached as *Exhibit C* (the "**Georgetown ETJ Transfer Resolution**"), and, effective upon approval of the Georgetown ETJ Transfer Resolution by the City Council of the City of Georgetown, the ETJ Transfer Area shall be included in Georgetown's ETJ.

3.3 Mutual Release of Claims by Municipalities. By executing this Agreement, each of the Parties releases any and all claims each may have against the other relative to extraterritorial jurisdictional status of the ETJ Transfer Area.

3.4 Amendment of Official City Maps. Leander and Georgetown shall amend their respective city maps showing the boundaries of each municipality and its ETJ to reflect the release and acceptance of the ETJ Transfer Area provided for herein in accordance with Section 41.001, Texas Local Government Code.

ARTICLE IV. MISCELLANEOUS

4.1 Modification. No change, amendment, or modification of this Agreement shall be made or be effective except by means of written agreement executed by the Parties hereto.

4.2 Expiration and Termination. This Agreement will expire five (5) years after its Effective Date. This Agreement shall automatically terminate and be of no effect if Leander fails to adopt a resolution or ordinance providing for release of the ETJ Transfer Area from Leander's ETJ as required by Section 3.1, or Georgetown fails to adopt a resolution or ordinance accepting the ETJ Transfer Area into Georgetown's ETJ as required by Section 3.2. In the event of expiration or termination of this Agreement, the Parties' obligations provided herein shall become null and void.

4.3 State or Federal Laws, Rules, Orders, or Regulations. This Agreement is subject to all applicable Federal and State laws, as they exist, may be amended or in the future arising, and any applicable permits, ordinances, rules, orders, and regulations of any local, State, or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

4.4 Savings/Severability. The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance shall be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstances, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had

not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

4.5 Sovereign Immunity. By entering into and executing this Agreement, the Parties agree the Parties do not waive, limit, or surrender their respective sovereign immunity, except as specifically provided for herein.

4.6 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

4.7 Effective Date. This Agreement shall become effective on the latest date accompanying the signature lines of the Parties' duly authorized representatives appearing below (the "**Effective Date**").

4.8 Recordation. This Agreement, all amendments and joinders thereto, and assignments thereof, shall be recorded in the deed records of Williamson County, Texas.

EXHIBIT LIST

Exhibit A – ETJ Transfer Area Description

Exhibit B – Leander Resolution

Exhibit C – Georgetown Resolution

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

[Signatures and acknowledgements follow on separate pages.]

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

ACKNOWLEDGEMENT

State of Texas §
County of Williamson §

This instrument was acknowledged before me on _____(date)
by Josh Schroeder, Mayor of the City of Georgetown, Texas, a Texas home-rule municipal
corporation, on behalf of the City of Georgetown, Texas.

Notary Public, State of Texas

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

ATTEST:

By: _____
Dara Crabtree, City Secretary

APPROVED AS TO FORM:

By: _____
Paige Saenz, City Attorney

ACKNOWLEDGEMENT

State of Texas §

County of Williamson §

This instrument was acknowledged before me on _____(date)
by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal
corporation, on behalf of the City of Leander, Texas.

Notary Public, State of Texas

EXHIBIT A TO ILA

ILA TRANSFER AREA DESCRIPTION

(see following pages)

28.212 Acres

THAT PART OF THE JOHN T. CHURCH SURVEY, ABSTRACT No. 140, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT CALLED 49.556 ACRE TRACT OF LAND CONVEYED TO HM CR 176-2243, LP, BY DEED RECORDED IN DOCUMENT No. 2018023178 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 3/8" iron rod found on the north line of said 49.556 Acre Tract, being also at the southeast corner of an 89.41 Acre Tract of land conveyed to Anita Martinez, et al, by deed recorded in Document No. 2012066513 (Cause No. 11-00262-CP4) of the Official Public Records of Williamson County, Texas, and at the southwest corner of a 40.80 Acre Tract of land conveyed to HM CR 176-2243, LP, by deed recorded in Document No. 2018012540 of the Official Public Records of Williamson County, Texas;

THENCE N69°28'39"E along the north line of said 49.556 Acre Tract, being also the south line of said 40.80 Acre Tract a distance of 232.16 feet;

THENCE S21°19'19"E across said 49.556 Acre Tract a distance of 417.25 feet to a 60-D Nail found on the south line said 49.556 Acre Tract, same being the north line of a 26.045 Acre Tract of land (Exhibit B) conveyed to Tommy Diaz by deed recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas,

THENCE S68°57'32"W along the south line of said 49.556 Acre Tract, same being the north line of said 26.045 Acre Tract and along a old fence a distance of 758.02 feet to a 1/2" iron rod with cap labeled RPLS 1847 found at the northwest corner of said 26.045 Acre Tract and the northeast corner of a 3.55 Acre Tract of land conveyed to Toby D. Steele by deed recorded in Document No. 2013066332 of the Official Public Records of Williamson County, Texas;

THENCE S68°58'37"W continuing along the south line of said 49.556 Acre Tract, same being the north line of said 3.55 Acre Tract and said fence, a distance of 393.43 feet to a 1/2" iron rod with cap labeled RPLS 1847 found at the northwest corner of said 3.55 Acre Tract and the northeast corner of a 4.44 Acre Tract of land conveyed to Dayton Klein Trustee Living Trust by deed recorded in Document No. 2011012660 of the Official Public Records of Williamson County, Texas;

THENCE S69°02'52"W continuing along the south line of said 49.556 Acre Tract, same being the north line of said 4.44 Acre Tract and along said fence a distance of 486.09 feet to a 1/2" iron rod with cap labeled RPLS 1847 found at the northwest corner of said 4.44 Acre Tract and at the northeast corner of a 4.45 Acre Tract of land conveyed to Dayton Klein and Elyce Klein by deed recorded in Document No. 2004096526 of the Official Public Records of Williamson County, Texas;

THENCE S69°03'15"W continuing along the south line of said 49.556 Acre Tract, same being the north line of said 4.45 Acre Tract and along said fence, a distance of 479.74 feet to a 1/2" iron rod with cap labeled RPLS 1847 found at the northwest corner of said 4.45 Acre Tract and at the northeast corner of a 8.08 Acre Tract of land conveyed to Brian K. Flachs and wife Lisa S. Flachs by deed recorded in Document No. 2005033065 of the Official Public Records of Williamson County, Texas;

THENCE S69°03'43"W continuing along the south line of said 49.556 Tract, same being the north line of said 8.08 Acre Tract and along said fence a distance of 798.84 feet to a 1/2" iron rod found at the southwest corner of said 49.556 Acre Tract, being also at the northwest corner of said 8.08 Acre Tract and on the east line of a 168.4 Acre Tract of land conveyed to CSM-Mason Family LP by deed recorded in Document No. 2011086909 of the Official Public Records of Williamson County, Texas;

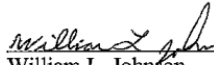
28.212 Acres

THENCE N21°01'52"W along the west line of said 49.556 Acre Tract same being the east line of said 168.4 Acre Tract and along an old fence a distance of 423.35 feet to a 1/2" iron rod set at the northwest corner of said 49.556 Acre Tract, being also at the southwest corner of said 89.41 Acre Tract;

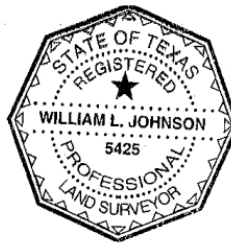
THENCE N69°06'39"E along the north line of said 49.556 Acre Tract, the south line of said 89.41 Acre Tract and along an old fence, a distance of 2681.86 feet to the Point of Beginning.

Containing 28.212 acres, more or less, as shown on the sketch attached.

All iron rods set have RJ Surveying caps. All rod found are 1/2" unless otherwise noted
Bearings are based on the Texas State Plane Coordinate system of 1983, Central Zone (4203)

 15 JANUARY 2021
William L. Johnson
Registered Professional Land Surveyor No. 5425
State of Texas

RJ Surveying & Associates, Inc.
2900 Jazz Street
Round Rock, Texas 78664
F-10015400



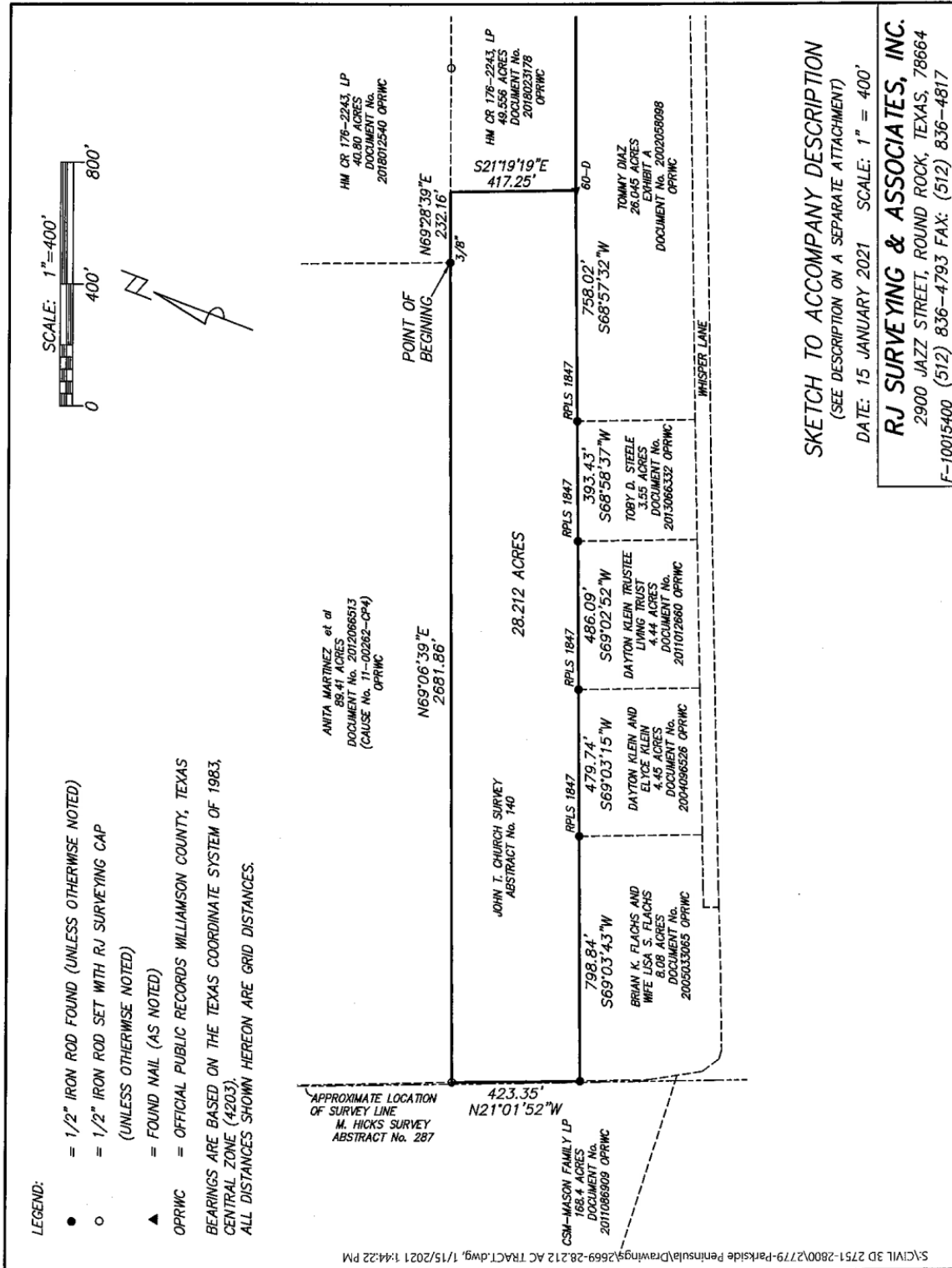


EXHIBIT B to ILA

Leander ETJ Transfer Resolution

(see following pages)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS RELEASING APPROXIMATELY 28.251 ACRES OF LAND FROM THE CITY OF LEANDER'S EXTRATERRITORIAL JURISDICTION INTO THE CITY OF GEORGETOWN, TEXAS EXTRATERRITORIAL JURISDICTION, SAID LAND BEING GENERALLY LOCATED SOUTH OF RM 2243/LEANDER ROAD NEAR ITS INTERSECTION WITH PARKSIDE PARKWAY, WILLIAMSON COUNTY, TEXAS, RESULTING IN A REDUCTION OF LEANDER'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to that certain Interlocal Agreement Allocating Extraterritorial Jurisdiction Between the City of Leander, Texas, and the City of Georgetown, Texas ("ILA") dated effective _____, the City of Leander agreed to release the land described on *Exhibit A* to this Resolution (the "ETJ Transfer Area") from Leander's ETJ and consented to its inclusion in Georgetown's ETJ; and

WHEREAS, pursuant to Section 42.023 of the Texas Local Government Code, a city's extraterritorial jurisdiction can be reduced if the city's governing body gives its consent by ordinance or resolution; and

WHEREAS, pursuant to the ILA, the City of Leander desires to approve the release of the ETJ Transfer Area from Leander's ETJ and inclusion of the ETJ Transfer Area into Georgetown's ETJ.

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

SECTION 1. The City Council of the City of Leander, Texas ("**City Council**") does hereby adjust the boundaries and limits of the extraterritorial jurisdiction ("**ETJ**") of the City of Leander such that the City of Leander's ETJ shall be and is hereby adjusted to release and remove the ETJ Transfer Area depicted in *Exhibit A* attached to this Resolution from the City of Leander's ETJ.

SECTION 2. The City Council of the City of Leander hereby expresses its consent to inclusion of the ETJ Transfer Area into the City of Georgetown's extraterritorial jurisdiction.

SECTION 3. This Resolution shall take effect immediately upon its passage.

List of Exhibits:

Exhibit A – ETJ Transfer Area Description

PASSED AND APPROVED by the City Council of the City of Leander, Texas, on the _____ day of _____, 2022.

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

ATTEST:

By: _____
Dara Crabtree, City Secretary

APPROVED AS TO FORM:

By: _____
Paige Saenz, City Attorney

ACKNOWLEDGEMENT

State of Texas §

County of Williamson §

This instrument was acknowledged before me on _____ (date)
by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal
corporation, on behalf of the City of Leander, Texas.

Notary Public, State of Texas

EXHIBIT C to ILA

Georgetown ETJ Transfer Resolution

(see following pages)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GEORGETOWN, TEXAS ADDING APPROXIMATELY 28.251 ACRES OF LAND INTO THE CITY OF GEORGETOWN'S EXTRATERRITORIAL JURISDICTION, SAID LAND BEING GENERALLY LOCATED IN THE AREA SOUTH OF RM 2243/LEANDER ROAD NEAR ITS INTERSECTION WITH PARKSIDE PARKWAY, WILLIAMSON COUNTY, TEXAS, RESULTING IN AN EXPANSION OF GEORGETOWN'S ETJ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 42.022(b) of the Texas Local Government Code states that "The extraterritorial jurisdiction of a municipality may expand beyond the distance limitations imposed by [Texas Local Government Code] Section 42.021 to include an area contiguous to the otherwise existing extraterritorial jurisdiction of the municipality if the owners of the area request the expansion"; and

WHEREAS, HM CR 176-2243 LP ("**Owner**") owns the land described in *Exhibit A* attached to this Resolution (the "**ETJ Transfer Area**") and has requested that said land be transferred from the City of Leander's ETJ to the City of Georgetown's ETJ to facilitate the provision of water and wastewater service by the City of Georgetown to the ETJ Transfer Area and development of the ETJ Transfer Area consistent with the Owner's Parkside on the River Subdivision project pursuant to the agreements between Owner and the City of Georgetown; and

WHEREAS, the ETJ Transfer Area is contiguous to the City of Georgetown ETJ; and

WHEREAS, pursuant to that certain Interlocal Agreement Allocating Extraterritorial Jurisdiction Between the City of Leander, Texas, and the City of Georgetown, Texas ("**ILA**") dated effective _____, the City of Leander has passed and approved a resolution or ordinance releasing the ETJ Transfer Area from Leander's ETJ and consented to its inclusion in Georgetown's ETJ.

WHEREAS, pursuant to the ILA, the City of Georgetown desires to approve the Owner's request to transfer the ETJ Transfer Area into Georgetown's ETJ.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

GEORGETOWN, TEXAS:

SECTION 1. The City Council of the City of Georgetown, Texas ("**City Council**") does hereby approve Owner's request to adjust the boundaries and limits of the ETJ of the City of Georgetown such that the City of Georgetown's ETJ shall be and is hereby adjusted to expand, include and encompass the ETJ Transfer Area depicted in *Exhibit A* attached to this Resolution.

SECTION 2. This Resolution shall take effect immediately upon its passage.

EXHIBIT LIST

Exhibit A – ETJ Transfer Area

PASSED AND APPROVED by the City Council of the City of Georgetown, Texas, on the ____ day of _____, 2022.

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

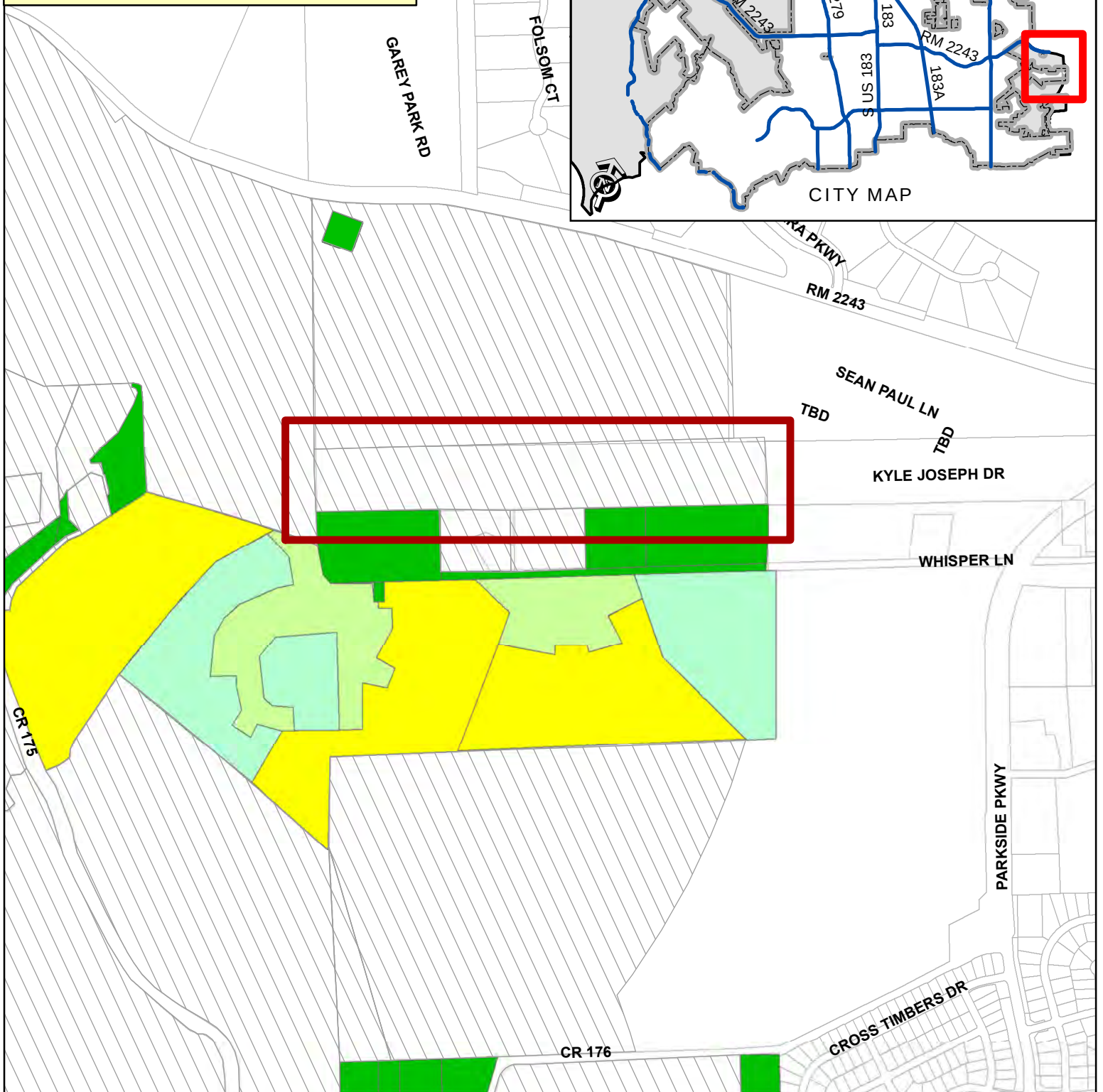
ACKNOWLEDGEMENT

State of Texas §
County of Williamson §

This instrument was acknowledged before me on _____(date)
by Josh Schroeder, Mayor of the City of Georgetown, Texas, a Texas home-rule municipal
corporation, on behalf of the City of Georgetown, Texas.

Notary Public, State of Texas

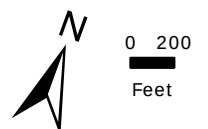
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



Parkside Peninsula Development Agreement

Attachment #3 - Location Exhibit

- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- SFC - Single-Family Compact





EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Approval of Development Agreement Case 22-DA-011 regarding the CB Hardware Development on two (2) parcels of land approximately 2.571 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R498662 and R498663; and 700 Blueline Drive, 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 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.

This agreement requires that all structures are comprised of eighty-five (85%) percent masonry for the first story and fifty (50%) percent on all other stories. Masonry includes stone, brick, stucco, or factory tinted split faced concrete masonry unit.

APPLICANT/AGENT:

Cypress 4B, LLC

KEYWORDS:

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

Attachments

1. Development Agreement

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE CB Hardware**

This Development Agreement Establishing Development Standards for the **CB Hardware** (the "Agreement") is made and entered into, effective as of the 6 day of June, 2022, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Cypress 4B, 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 2.571 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 professional offices/warehouse uses (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 eight-five (85%) percent for first story walls and fifty (50%) percent for each additional story 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 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.

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:

Cypress 4B, LLC
Joan Batts (Owner)
9706 Bordeaux Lane
Austin, Texas 78750
Travis 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 or a memorandum of Agreement acceptable to the City and Developer 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: Cypress 4B, LLC

By: Joan Batts
Name: Joan Batts
Title: member

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 6 day of JUNE, 2022, by Joan Batts, Member of Cypress 4B, LLC, a Texas company, on behalf of said company.

(SEAL)

Kathleen Linda Diamond
Notary Public, State of Texas

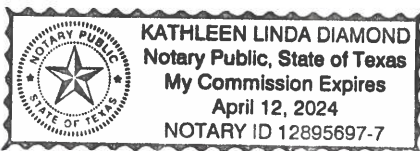
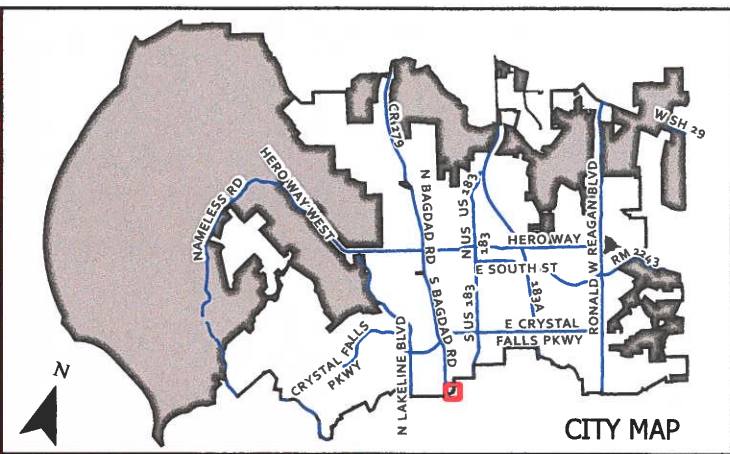
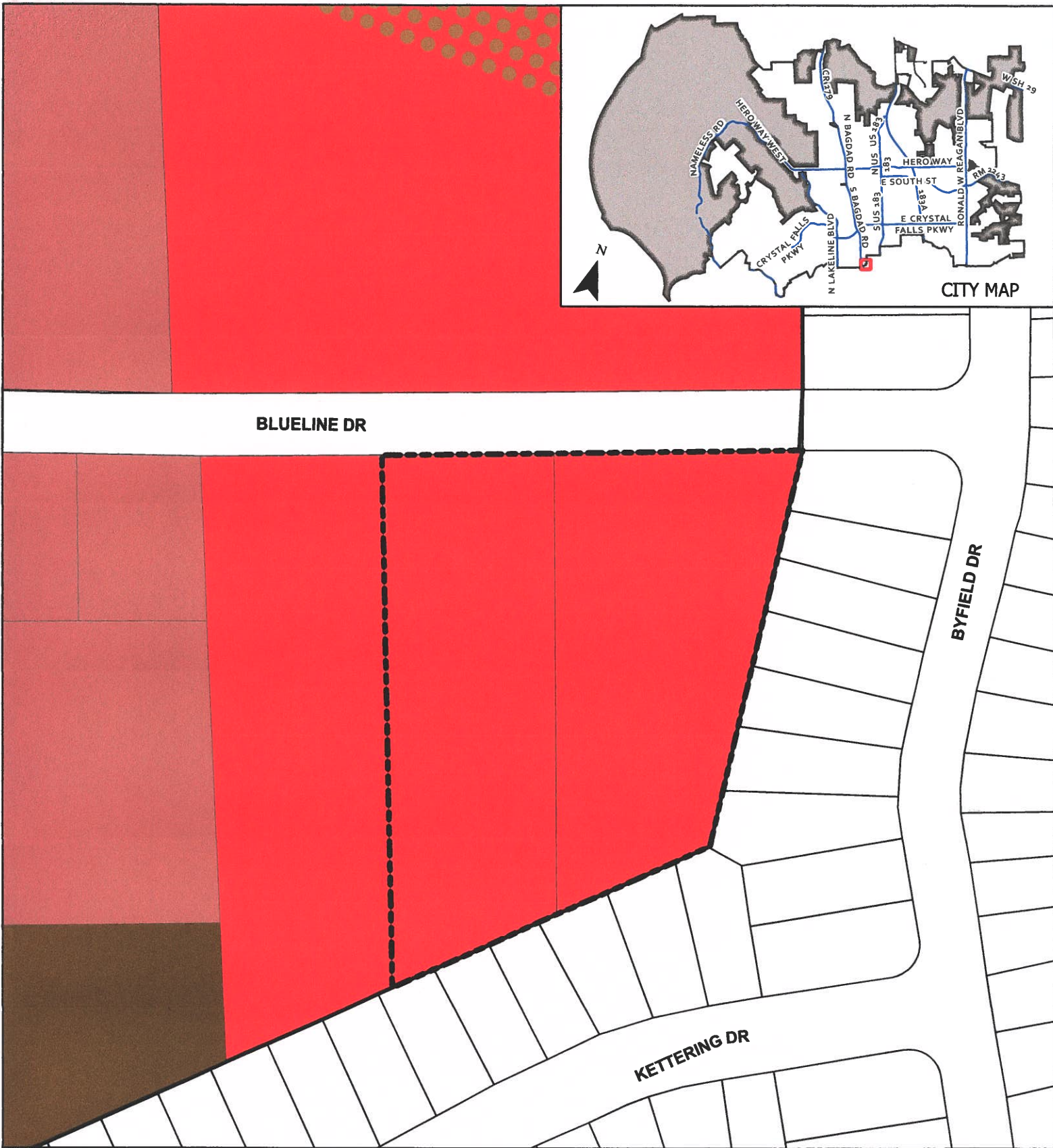


EXHIBIT “A”

Description of Property



CASE: 22-DA-011

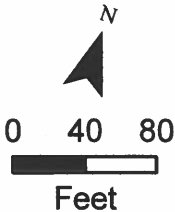
EXHIBIT A

CB HARDWARE

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.

-  Leander City Limits
-  ETJ
-  Subject Area
-  MF - Multi-Family
-  LC - Local Commercial
-  GC - General Commercial





EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Approval of agreement for professional services with GBA, Inc., for engineering services to assist in reviewing plan submissions in the amount of \$100,000.00; and authorize the City Manager to negotiate and execute any and all necessary documents.

BACKGROUND:

Due to the continued need for Engineering Staff and increased work load for engineering plan reviews, Staff reached out to GBA, Inc. for engineering support in May 2022. GBA provided a proposal to supplement City staff by providing engineering support to assist in reviewing plan submissions.

Currently, the Engineering department has one open engineer position that hasn't been fulfilled due to lack of suitable candidates. The department is actively seeking applicants and conducting interviews at this time working with the Human Resource Department. The engineering department currently has an active task order for professional services with BGE, Inc. Due to the increased number of application submissions, the engineering department has reached out to GBA for additional support.

Staff, having discussed the need for additional engineering support with GBA, has negotiated that GBA personnel will work from their office partially due to space limitation.

GBA has submitted the task order in a not-to-exceed amount of \$100,000.00 to provide staffing support for engineering plan reviews. Funding for this contract comes from unspent salaries due to vacancies in the department.

RECOMMENDATION:

Staff recommends approval of Task Order GBA-08, for a total amount of \$100,000.00; and authorize the City Manager to negotiate and execute all appropriate documentation.

PRESENTER:

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

Fiscal Impact

<u>Amount requested:</u>	\$100,000.00
<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>	Operating

Attachments

1. GBA Proposal

**PROPOSED SCOPE OF SERVICES AND STANDARD RATES FOR
TASK ORDER NO. GBA-008**

June 7, 2022

Mr. Ross E. Blackketter, P.E.
City Engineer
City of Leander
P.O. Box 319
Leander, TX 78646

Re: City of Leander
Development Services Review

Dear Mr. Blackketter:

In accordance with our discussions, this proposal being submitted by George Butler Associates, Inc. (Engineer) is to define the Scope of Services and Standard Rates to support the City of Leander (City) with general engineering services. Specific tasks within the Scope of Services will include, but are not limited to the following;

- Review of plat, site development and site plan application for residential and commercial development to verify conformance with the City's Unified Development Code and other applicable regulatory documents;
- Review of public improvement projects including studies, analyses and construction plans for infrastructure projects (including, but not limited to, water, wastewater, utilities, drainage, traffic and transportation);
- Modeling support for water, wastewater, drainage and transportation systems to evaluate existing and future developments;
- Preparation of technical memorandum and reports to support requests by the City Engineer;
- Consulting services for the planning, analysis, design or construction administration services of public infrastructure projects;
- Dry utility plan review;
- Easement reviews.

These services will be provided to the City on an as-needed basis. This can include providing staff to be co-located within the City's Engineering Department offices.

Assumptions:

- The Engineer will provide staff support at the City's offices, when requested.
- The Engineer will provide a laptop, computer screen, keyboard, etc. for the staff to be co-located at the City's offices.
- The City will provide access to the City's Engineering Department computer network, as needed.
- Mileage will be compensated as a reimbursable expense at IRS rates for travel to the City offices, project sites, etc. Mileage to the City offices based on the distance from the Engineer's Leander office.
- Services specifically excluded under this Agreement include:
 - An approved plan review is not a substitution for the professional responsibilities of the project Architect and Engineers of record, as required by the Texas Board of Professional Engineers and Land Surveyors.

Should the City act to accept this proposed Scope of Services, please execute the attached Task Order and provide a copy to this office.

Sincerely,



Frank Phelan, P.E.

FTP/s
Attachments

**GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS/ARCHITECTS**

MUNICIPAL STANDARD HOURLY RATES (Transportation & Water Markets) – EFFECTIVE JUNE 26,2021

Employment Classification	Hourly Rate
Principal	\$260.00
Senior Associate	232.00
Director of AES	232.00
Associate	210.00
Senior Lead AES	210.00
Senior Specialist	210.00
 Project Leader	 184.00
Lead AES	184.00
Specialist	154.00
 Senior AES	 168.00
Senior Technician	140.00
 Project AES	 150.00
Project Technician	114.00
 Design AES	 132.00
Design Technician	98.00
 Staff AES	 122.00
Staff Technician	88.00
 Senior Field Technician	 128.00
Field Technician 3	102.00
Field Technician 2	90.00
Field Technician 1	82.00
 Project Admin	 98.00
Senior Administrative Assistant	98.00
Administrative Assistant	85.00

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

Company Pick-up Truck	0.585 per mile
Personal and Company Cars	0.585 per mile

Note: Billing Rates are subject to adjustments annually at the end of June of each year.

TASK ORDER FOR PROFESSIONAL SERVICES
TASK ORDER NO. GBA-008

This Task Order is issued pursuant to that Professional Services Contract (Agreement) between the City of Leander, Texas (Owner), and George Butler Associates, Inc., (Engineer) effective April 13, 2021 and constitutes authorization by Owner, for Engineer to proceed with the following describe engineering services.

GENERAL ENGINEERING SUPPORT SERVICES

A. PROJECT DESCRIPTION

The scope of the Agreement is to provide professional engineering services required for Engineer to perform project support for the Owner in and on-call capacity. Professional services may include reviewing submittals for compliance with City codes, criteria; researching, analyzing, and providing technical recommendations; planning; generating plans, specifications and estimates; and providing general consulting services in the areas identified herein.

An approved plan review is not a substitution for the professional responsibilities of the project Architect and Engineers of record, as required by the Texas Board of Professional Engineers and Land Surveyors.

B. SCOPE OF SERVICES

George Butler Associates, Inc. will perform the services as described in the Scope of Services.

C. DELIVERABLES

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

D. BASIS OF COMPENSATION

The total compensation for the General Engineering Support Services shall be based on an hourly rate as defined in the Municipal Standard Hourly Rates. We propose to perform this work on an hourly basis not to exceed \$100,000 without prior authorization. City shall make payment to the Engineer for performing the engineering service described on a monthly billing basis in accordance with monthly statement submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described

TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Services will be provided on an as-needed basis.

APPROVED:

CITY OF LEANDER, TEXAS

By: _____

Title: _____

Attest: _____

Date: _____

ACCEPTED:

GEORGE BUTLER ASSOCIATES, INC.

By: Frank T. Phelon

Title: Senior Associate

Attest: Zachary Sperry, P.E.

Date: June 7, 2022



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Approval of Task Order No. HVJ-14 with HVJ Associates, Inc., for professional services for geotechnical investigation and pavement design for Benbrook Ranch Project in the amount of \$29,986.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Task Order No. HVJ-14 will provide Geotechnical Investigation and Pavement Design for Benbrook Ranch Section 3 subdivision area. The Benbrook Subdivision between Halsey Drive and Bagdad road has highly expansive soils that have caused the pavements to decline. Typically, lime stabilization/geogrid is used for soil stabilization in these conditions. However, this is not feasible due to the nature of the construction of the lime stabilization process which needs time to mature (floculate) and streets cannot be accessed during this time, which is not possible in this location due to the residential access required. In order to rehabilitate these roadways, staff is looking for site specific recommendations for soil remediation and pavement design with this task order.

APPLICANT/AGENT:

HVJ Associates, Inc.

RECOMMENDATION:

Staff respectfully requests authorization for the City Manager to execute Task Order No. HVJ-14 with HVJ Associates, Inc., and to execute any and all other necessary documents.

PRESENTER:

Gina M. Ellison, P.E.
Public Works Director

Fiscal Impact

<u>Amount requested:</u>	\$29,986.00
<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>	GL # 01-21-5605

Attachments

1. HVJ Task Order No-14 Project Location
2. HVJ Task Order No-14 Benbrook Ranch



TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. HVJ-14

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

Geotechnical Investigation and Pavement Design for Ben Brook Ranch

A. PROJECT DESCRIPTION

The City of Leander has requested HVJ perform professional services described in the attached proposals (HVJ Proposal No. AG 21 10570 and HVJ Project No. 2021AP_AG2110570).

B. SCOPE OF SERVICES

HVJ will perform the services as described in the attached proposals, (HVJ Proposal No. AG 21 10570 and HVJ Project No. 2021AP_AG2110570).

C. DELIVERABLES

HVJ will provide deliverables as described in the attached Proposals, (HVJ Proposal No. AG 21 10570 and HVJ Project No. 2021AP_AG2110570).

D. BASIS OF COMPENSATION

Compensation for the services shall not to exceed \$29,986.00. The City shall make payments to the Engineer on a monthly billing basis in accordance with the attached Proposal. Final payment is due upon completion and submittal of the Final Report.

TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services in the shortest length of time possible as described in the schedule section of the attached Proposals, (HVJ Proposal No. AG 21 10570 and HVJ Project No. 2021AP_AG2110570).

APPROVED:

CITY OF LEANDER, TEXAS

By: _____

Title: _____

Attest: _____

Date: _____

ACCEPTED:

HVJ ASSOCIATES, INC.

By: _____

Title: _____

Attest: _____

Date: _____



4201 Freidrich Lane, Suite 110
Austin, Texas 78744
512.447.9081 Ph
512.443.3442 Fax
www.hvj.com

December 30, 2021 (*Revised May 10, 2022*)

Mr. Roman Poudyal, PE
Public Works Project Manager
City of Leander
PO Box 319
Leander, Texas 78646

Re: Benbrook Ranch Subdivision
Geotechnical Services
Leander, Texas
Owner: City of Leander
HVJ Proposal No. AG 21 10570

Dear Mr. Poudyal:

HVJ South Central Texas – M&J Inc. (HVJSCTx) is pleased to submit this proposal for providing geotechnical services for the proposed Benbrook Ranch Subdivision development located in Leander, Texas. This letter outlines HVJ's proposed scope of work for providing a geotechnical investigation report for the aforementioned project.

Project Description

HVJSCTx understands the residential streets at the Benbrook Ranch Subdivision are experiencing distress at various locations due to possible expansive soils below the pavement. The purpose of this proposal is to provide geotechnical field testing, laboratory testing and reporting to aid in pavement design recommendations.

Pavement recommendations will be provided by HVJ Associates, Inc. and their proposal will be submitted separately.

Geotechnical Investigation Scope

Based on information provided by the Client, we recommend five (5) borings to depths of 15 feet for a total of 75 lineal feet to be drilled on the residential streets; 1 (one) boring per street. The soil samples will be obtained using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils. If bedrock is encountered, the borings will be terminated at auger refusal.

The field sampling and laboratory tests will be performed according to typical geotechnical standards, where applicable, or with other well established procedures. HVJSCTx will perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include moisture content, liquid limit, plastic limit, and percent passing the #200 sieve tests. Advanced testing will include a Texas Triaxial and moisture density curve.

Engineering Report Deliverables

The deliverables will include a draft supplemental geotechnical memo. The final supplemental geotechnical memo will be prepared following receipt of comments from City of Leander. In general, the following items will be included in the memo:

- Site Vicinity map
- Plan of borings
- Boring logs
- Groundwater conditions
- Potential Vertical Rise (PVR), and
- Generalized subsurface conditions

The above-described report will be prepared by an engineer specializing in soil mechanics after reviewing available boring and field data.

Schedule

We propose to start field work within two weeks after receiving a written notice to proceed. Drilling will take approximately one day to complete. A report summarizing our findings and conclusions will take approximately three weeks after completion of fieldwork. Work schedule may be altered if inclement weather occurs for an extended period of time. Weather delays will be communicated to the client as they arise.

Fees

Based on the scope of work outlined, a fee not to exceed an amount of \$14,021.00 is proposed from HVJ SCTx. Should the project configuration change significantly, additional work may be required. HVJSCTx will recommend such additional work when and if it is deemed necessary.

Insurance

Insurance certificates verifying HVJSCTx general liability, auto, worker compensation, and errors and omissions insurance coverage, listing City of Leander as a certificate holder, will be provided upon request.

Invoice

Invoices will be submitted at the end of each month based on the time spent on the work and items completed. HVJSCTx credit terms are 30 days net.

Conditions

- City of Leander will be responsible for providing the site plan suitable for use as a base map for our plan of boring.
- City of Leander will provide ROE and Street Cut Permits for boring access.
- Borings will be surveyed by others, if needed.
- Boring location is accessible to truck mounted drilling rig.
- No clearing will be required to access the boring locations.

- The borings will be performed within one day.
- HVJSCTx will be responsible for avoiding conflicts with utility facilities by contacting the One Texas calling facility.
- HVJ Associates, Inc. will provide the pavement design recommendations under a separate cover.

Sample Retainage

Soil samples will be retained in our laboratory for 30 days after the draft geotechnical investigation report has been issued.

If this proposal meets with City of Leander, approval, please sign and complete the information below in the indicated spaces and forward a copy of the proposal to us.

HVJSCTx looks forward to working with City of Leander towards a successful completion of this project. Please call if you have any questions or require additional information.

Sincerely,

HVJ SOUTH CENTRAL – M&J Inc.



Leo Ruiz, PE
Project Manager

LR/mm

Agreed to this _____ day of _____, _____

By: _____

Title: _____

Firm: _____

Phone No. _____

Date to Start Work: _____

Geotechnical Investigation					
Benbrook Ranch Subdivision					
City of Leander					
HVI Proposal No. AG 21 10570					
GEOTECHNICAL ENGINEERING BREAKDOWN					
Field Investigation - Drilling and Soil Sampling					
Mobilization/Demobilization	1	@	\$ 550.00	each	\$ 550.00
Drilling and Sampling-Soil	75	@	\$ 22.00	per foot	\$ 1650.00
Backfilling	75	@	\$ 7.00	per foot	\$ 525.00
Shelby Tubes (Thin Wall)	24	@	\$ 25.00	each	\$ 600.00
Standard Penetration Tests (SPT)	4	@	\$ 20.00	each	\$ 80.00
Logging - Staff Engineer	17	hr @	\$ 95.00	per hour	\$ 1615.00
Utility Clearance/staking and Drilling Coordination -	6	hr @	\$ 95.00	per hour	\$ 570.00
Support Truck	300	@	\$ 0.57	mile	\$ 171.00
Traffic Control- Two Man Flagging	1	@	\$ 1100.00	day	\$ 1100.00
Street Cut Permits- COL to provide	0	@	\$ 0.00	per day	\$ 0.00
				Sub Total	\$ 6,861.00
Laboratory Testing - Standard					
Atterberg Limits (ASTM D-4318)	6	@	\$ 80.00	each	\$ 480.00
No. 200 Sieve (ASTM D-1140)	6	@	\$ 50.00	each	\$ 300.00
Moisture Content (ASTM D-2216)	6	@	\$ 20.00	each	\$ 120.00
Texas Triaxial	1	@	\$ 1800.00	each	\$ 1800.00
Moisture Density	1	@	\$ 300.00	each	\$ 300.00
				Sub Total	\$ 3,000.00
Geotechnical Labor					
Principal	1	hr @	\$ 180.00	hr	\$ 180.00
Senior Engineer	4	hr @	\$ 175.00	hr	\$ 700.00
Engineer	10	hr @	\$ 125.00	hr	\$ 1250.00
Staff	20	hr @	\$ 95.00	hr	\$ 1900.00
Clerical	2	hr @	\$ 65.00	hr	\$ 130.00
				Sub-Total	\$ 4,160.00



Houston | 1701 Directors Boulevard
Austin | Suite 910
Dallas | Austin, TX 78744
San Antonio | 737-222-5151
www.hvj.com

May 6, 2022

Roman Poudyal, PE
Public Works Project Manager
PO Box 319
Leander, TX 78646

Re: Proposal for Pavement Evaluation and Design for
Ben Brook Ranch
City of Leander, Texas
Williamson County, Texas
HVJ Project No. 2021AP_AG2110570

Dear Roman:

HVJ Associates, Inc. (HVJ) is pleased to submit this revised proposal for providing pavement evaluation and design engineering for the proposed City of Leander project. Our understanding of the project scope of work and fee estimate is summarized herein. Revisions include removal of the consideration of lime stabilized subgrade and cement stabilized base alternatives to reduce construction time, creating fewer access problems for residents along these streets.

The scope of work was outlined in your email and revised through guidance you provided in our May 3, 2022 meeting. A pavement evaluation and design engineering for pavement rehabilitation/reconstruction is requested for the Benbrook Ranch Subdivision, which includes McCallum Dr., Washburn Dr., Flanagan Dr., Gentry Dr., Aiken Dr, Hensley Dr., and Lancaster Dr. The Subdivision is located between N. Bagdad Rd. and Halsey Dr. in the City of Leander. Geotechnical borings and laboratory testing will be provided by HVJ SCTx – M&J Inc (HVJ SCTx) for this project.

Pavement Evaluation and Design

The TxDOT Flexible Pavement System (FPS 21) pavement design program will be used to develop the pavement thickness designs. The pavement designs will include consideration of design traffic to be estimated by HVJ, and geotechnical borings and lab testing results provided by HVJ SCTx.

HVJ has included the cost to obtain traffic data counts on McCallum Dr and Hensley Dr in order to estimate pavement design traffic. The traffic counts will be analyzed to include projected traffic counts and truck percentages, for estimating Equivalent Single Axle Wheel Loads (ESALs) expected in the next 20 years. .

HVJ proposes to prepare two Hot Mix Asphalt Concrete (HMAC) pavement reconstruction design alternatives 1) considering a Flexible Crushed Stone Base alternative and 2) a Subbase alternative using the in-situ materials. HVJ will also prepare a mill and overlay rehabilitation design. If a rigid pavement option is requested, HVJ can provide a cost for these additional services.

Mr. Roman Poudyal, PE
2021AP_AG2110570
May 6, 2022

HVJ will consider the high Plasticity Index (P.I.) soil within the project limits, and expects to recommend flexible base for the HMAC reconstruction cross section design. HVJ will also utilize Potential Vertical Rise (PVR) calculations using the Texas DOT spreadsheet method, provided by HVJ SCTx.

The latest Capital Area Pavement Engineering Council (CAPEC) design concepts and guidelines will be incorporated into the review of the expected high plasticity clay subgrades. Since no major cut or fill conditions are expected on these existing streets, it is critical to the pavement design to determine the in-situ strength of the existing subgrades, which are to be left in place. The most cost effective and accurate method to determine this parameter is nondestructive deflection testing. This will supplement the geotechnical data to be provided. Thus, one day of Falling Weight Deflectometer (FWD) testing and back-calculation of the in-situ material properties with the MODULUS 7.0 software will be accomplished, and is included in this proposal.

HVJ requests that the City of Leander provide any as-built plans for this subdivision, recent pavement management condition survey data and associated pavement condition index (PCI) data, and any historical traffic count data that is available.

Engineering Report

HVJ anticipates providing a pavement design report which will include the following items:

- Assumed Design Traffic, Equivalent Single Axle Loads (ESALs)
- Calculated pavement subgrade stiffness from FWD testing
- All pavement thickness design inputs and resulting recommendations
- Recommended TxDOT standard pavement material specifications
- General earthwork recommendations provided by HVJ SCTx

Plan Preparations

Once the pavement evaluation and design reports are completed and accepted by the City of Leander, HVJ can provide a cost estimate to develop the Design Phase construction plans, specifications and engineer's estimate of probable construction costs (PS&E) documents and provide services for the Bid and Award Phase, and Construction Phase of work including the construction materials testing by HVJ-SCTx. This design work can be contracted with the City of Leander if preferred. HVJ has provided a similar service to the City of Leander in 2016 and 2017.

Mr. Roman Poudyal, PE
2021AP_AG2110570
May 6, 2022

Schedule

HVJ proposes the following schedule.

Task	Proposed Schedule
Field FWD Investigations	1 to 2 Weeks (dependent on weather)
Submit Preliminary Pavement Design Report	2 Weeks after receipt of traffic data and completed geotechnical report and recommendations from HVJ SCTx
Submit Final Pavement Design Report	2 Weeks after receipt of pavement design comments from City of Leander

Fees

Based on the scope of work and conditions as outlined in the next section, the estimated lump sum fee for pavement evaluation/design services is \$15,965.

Insurance

Insurance certificates verifying HVJ's general liability, auto, worker compensation, and errors and omissions insurance coverage, listing HVJ SCTx – M&J Inc. and the City of Leander as a certificate holder, will be provided upon request.

Invoices

Invoices will be submitted at the end of each month based on the time spent on the work and items completed. HVJ credit terms are 30 days net.

Conditions

The following assumptions were made in the development of this proposal:

- A geotechnical report will be completed by HVJ SCTx providing Atterberg Limits, a Texas Triaxial, and Potential Vertical Rise (PVR) calculations.
- Basic traffic data for pavement design, including current and projected ADT and percent trucks will be provided by HVJ based on average daily traffic count and classification data collected by Gram Traffic Counting.
- City of Leander will provide either CAD drawings or GIS maps for each street upon which HVJ SCTx can show boring locations and HVJ can display areas of different conditions.
- City of Leander will provide any as-built plans for this subdivision, recent pavement management condition survey data and associated pavement condition index (PCI) data, and any historical traffic count data.
- HVJ's scope of work does not include: Design (PS&E), Bid/Award nor Construction Phase services at this time, but a cost estimate for these can be provided if requested by the City of Leander.

Mr. Roman Poudyal, PE
2021AP_AG2110570
May 6, 2022

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us. Thank you for this opportunity. We appreciate your business.
Sincerely,

HVJ ASSOCIATES, INC.



R. F. (Frank) Carmichael III, PE
Senior Pavement Engineer
FC/fc

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone Number: _____

Date to Start Work: _____

Mr. Roman Poudyal, PE
 2021AP_AG2110570
 May 6, 2022

Pavement Evaluation and Design for Benbrook Ranch Subdivision						
McCallum, Washburn, Flanagan, Gentry, Aiken, Hensley, and Lancaster Streets						
City of Leander, Texas						
HVJ Proposal No. 2021AP_AG2110570						
Pavement Engineering & Reporting						
Senior Pavement Engineer, PE	9	@	\$225.00	hr	\$2,025.00	
Project Engineer, PE	18	@	\$175.00	hr	\$3,150.00	
Staff Engineer, EIT	41	@	\$125.00	hr	\$5,125.00	
Sr. FWD Eng Tech	11	@	\$75.00	hr	\$825.00	
Administrative Staff	6	@	\$65.00	hr	\$390.00	
				Subtotal	\$11,515.00	
FWD Testing and Traffic Counts						
FWD Equipment	1	@	\$2,500.00	day	\$2,500.00	
Traffic Control	1	@	\$750.00	day	\$750.00	
				Subtotal	\$3,250.00	
Traffic Counts						
AADT with Classification	2	@	\$600.00	day	\$1,200.00	
				Subtotal	\$1,200.00	
				Total	\$15,965.00	



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Approval of an 18-month renewal of right-of-way (ROW) mowing and landscape maintenance contract with Unity Contractor Services, Inc. with renewal pricing, in the total amount of \$301,710.99; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The original ROW mowing and landscape maintenance contract was awarded to Corsicana Geranium Garden (as Primary) and to Unity Contractor Services, Inc. (as secondary) on December 6, 2018 with a three (3)- year agreement plus two (2) optional one (1)- year renewals. Unity Contractor Services, Inc. took over the contract on July 30, 2019 with the total original awarded contract value of \$241,368.79.

Considering current labor/material cost and gas prices, Unity Contractor Services, Inc. (contractor) has requested a twenty-five (25%) percent rate increase with this contract extension, increasing the total contract value to \$301,710.99. Staff believes that the requested change is reasonable considering current market situation, and request approval of the price change. The contractor agrees to this renewal pricing through full renewal term with the condition that fuel (diesel) price stays below \$5.75. If fuel price exceeds this cost, the contractor may request a price increase. However, the City may elect to terminate the contract and rebid the maintenance contract if a mutually agreeable price is not established.

HISTORY/TIMELINE:

12/06/2018 - Original Contract Award; Corsicana Geranium Garden (as Primary), Unity Contractor Services, Inc. (as secondary)
07/30/2019 - Termination of Contract with Corsicana Geranium Garden
07/30/2019 - Contract taken over by Unity Contractor Services, Inc.
12/6/2021 - The end of the initial three (3)- year contract period
06/16/2022 to 12/6/2023: - Requested eighteen (18)- month contract extension period utilizing total allowed extension period of on original contract

RECOMMENDATION:

Staff respectfully requests authorization for the City Manager to approve the renewal of ROW mowing and landscape maintenance contract for eighteen (18) months, including the price increase change order with Unity Contractor Services, Inc., in the total contract amount of \$301,710.99; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Gina M. Ellison, P.E. Public Works Director

Fiscal Impact

Amount requested: \$301,710.99

Approved in current budget (Yes / No): Yes

Expenditure (New / Amended): amended

Recurring or one-time: N/A

Fund source (Operating / Utility / etc.): GL# 01-21-5612 & 20-06-5600

Attachments

1. Unity Contractor Services MOU 06.16.22



**City of Leander
PURCHASING DEPARTMENT
105 N. Brushy Street • Leander, Texas 78641**

CONTRACT EXTENSION MEMO OF UNDERSTANDING

This Memo of Understanding (MOU) is entered into by and between the City of Leander, herein "City", and Unity Contractor Services.INC, herein "Vendor" pursuant to the authority contracted and in compliance with the provisions of the Local Government Code. Except as amended below, all terms of the Original Contract #L00138 between City of Leander and Unity Contractor Services.INC, dated December 06, 2018, and Solicitation #S19-008 will remain in effect.

I. CONTRACTING PARTIES

Municipality: **City of Leander**
Located at 105 N. Brushy Street, Leander, Texas 78641

Vendor: **Unity Contractor Services.INC**
Located at 6448 East Highway 290 Suite F-113, Austin TX, 78723.

II. STATEMENT OF SERVICES TO BE PROVIDED

Unity Contractor Services.INC will provide landscape maintenance and mowing services as outlined in the original contract, solicitation #S19-008, vendor response, amendments, memos of understanding, and subsequent change orders.

In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the following order of priority: Signed City of Leander Contract, City of Leander Terms and Conditions, and Vendor's Responses, and all exhibits.

IV. CONTRACT RENEWAL TERM

The term of service under this Memo of Understanding (MOU) shall begin June 16, 2022 and will conclude no later than December 06,2023 This Memo of Understanding (MOU) concludes the two optional annual contract extension renewals per the terms of the Original Contract.

V. TERMS AND CONDITIONS

Vendor agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of signature, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this Memo of Understanding (MOU) , 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 Memo of Understanding (MOU) can be found on the City's website by visiting <https://www.leandertx.gov/finance/page/purchasing>.

SIGNATURE REQUIRED

The person who signs this MOU must have the authority to bind the company into a contract.

Vendor Printed Name: _____	Job Title: _____
Vendor Signature: _____	Date: _____
City Printed Name: _____	Job Title _____
City Signature: _____	Date: _____

Exhibit A
Pricing Changes

Item Description	Unit of Measure	Cost Per Unit		\$ Inc.	% Chg.
		Original Contract	Renewal Term		
RIGHT-OF-WAY MOWING SCHEDULE A	Per ACRE	\$ 38.00	\$ 47.50	\$ 9.50	25%
RIGHT-OF-WAY MOWING SCHEDULE B	Per ACRE	\$ 56.00	\$ 70.00	\$ 14.00	25%
RIGHT-OF-WAY MOWING SCHEDULE C	Per ACRE	\$ 33.00	\$ 41.25	\$ 8.25	25%
RIGHT-OF-WAY MOWING SCHEDULE D	PER VISIT	\$ 75.00	\$ 93.75	\$ 18.75	25%

Note:

Services during renewal term will be paid based on 25% increase renewal term rate as listed above of original contract rate dated December 06, 2018. Contractor agrees to work per new renewal pricing through full renewal term as long as fuel (Diesel) price stays below \$5.75. In such case, contractor may request price increase. However, City may elect to terminate the contract and go for new bidding if mutually agreeable price were not established.



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Discuss and consider action on Tree Removal Case 21-TRP-002 regarding removal of Significant and Heritage Trees associated with the San Gabriel East Elevated Storage Tank Capital Improvement Project generally located north of Palmera Ridge Section 9 and west of the intersection of Ronald Reagan Boulevard and Capistrano Path, Leander, Williamson County, Texas.

BACKGROUND:

This request is the first step in the tree removal request process.

HISTORY/TIMELINE:

05/26/2022 - Planning & Zoning Commission

APPLICANT/AGENT:

K Freise & Associates (Greg Blackburn, P.E) on behalf of the City of Leander (Tony Bettis)

RECOMMENDATION:

The Planning & Zoning Commission unanimously recommended approval during the May 26, 2022 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Location Exhibit
3. Aerial Map
4. Letter of Intent
5. Tree Removal Exhibit
6. Tree Removal Inventory
7. P&Z Minutes



PLANNING ANALYSIS

TREE REMOVAL CASE 22-TRP-002 SAN GABRIEL EAST ELEVATED STORAGE TANK

GENERAL INFORMATION

Owner/Agent: City of Leander/K Friese & Associates (Greg Blackburn, P.E)

Current Zoning: ETJ (Extra Territorial Jurisdiction)

Size and Location: The property is located north of Palmera Ridge Section 9 and generally west of the intersection of Ronald Reagan Blvd and Capistrano Path, approximately 1.11 acres in size.

Staff Contact: Cory Dale, Planner

APPLICANT REQUEST

The applicant has submitted a request to remove two (2) significant trees (19 and 21 caliper inches in size) and one (1) heritage tree measured at 28 caliper inches. The request is tied to a CIP Project (21-CIP-005) to construct an elevated storage tank to store and provide water for Leander citizens. The tree removals are needed due to the temporary construction easement/work area required to construct the water storage tank and east retaining wall.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	ETJ	Undeveloped (future San Gabriel Parkway expansion)
EAST	LC-2-A	Commercial (undeveloped)
SOUTH	PUD-SF	Residential (Palmera Ridge Section 9)
WEST	ETJ	Undeveloped

SURROUNDING AREA:

This property is located to the south of the future extension of San Gabriel Pkwy. The property to south is developed as the Palmera Ridge Subdivision. The properties to the north and west are undeveloped.

PHYSICAL AND NATURAL FEATURES:

The limits of construction contain significant tree cover where the expansion and improvements are proposed (attachment 5). The trees proposed for removal at this time include those within the elevated storage tank yard and existing twenty-five (25') foot permanent easement.

MAJOR CORRIDORS:

This project will take access of Azul Lagoon Drive.

CURRENT LAND USES:

The project area includes the existing San Gabriel East pump station and future segment of San Gabriel Parkway.

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

Below, please see the proposed tree removal calculation per San Gabriel East Elevated Storage Tank Capital Improvements Plans (21-CIP-005):

TREE CALIPER INCHES

TREE SIZE (in caliper inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" to 18"	64	0	0%	64	100%
>18" to 26"	40	0	0%	40	100%
SUBTOTAL 8" to 26"	104	0	0%	104	100%
>26"	28	0	0%	28	100%
TOTALS	132	0	0	132	100%

TOTAL TREES

TREE SIZE (in caliper inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" to 18"	5	0	0%	5	100%
>18" to 26"	2	0	0%	2	100%
SUBTOTAL 8" to 26"	7	0	0%	7	100%
>26" HERITAGE	1	0	0%	1	100%
TOTALS	8	0	0%	8	100%

MITIGATION PLAN

TREE SIZE (in caliper inches)	>50% REMOVAL	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
8" to 18"	32	32			\$ 4,800
>18" to 26"	-	-	80	-	\$ 12,000
>26" HERITAGE	-	-	-	84	\$ 12,600
* HERITAGE TREE REMOVAL FEE IN ADDITION TO MITIGATION PLAN FEES: 28" X \$300 = \$8,400.					TOTAL FEE AMOUNT: \$ 37,800*

As part of the mitigation process, the Developer is proposing to pay the mitigation fees in the amount of \$150 per caliper inch of replacement tree in lieu of planting new trees.

Mitigation Fees

- Significant Trees >18" – 26" removed: 40"
- Significant Trees >18" – 26": on site replacement of 80" caliper inches to be planted
- Significant Trees >18" – 26" mitigation fees (\$150 per caliper inch at 2:1): **\$12,000**

- Heritage Tree (>26") removed: 28"
- Heritage Tree Removal Fee (\$300 per caliper inch removed): **\$8,400**
- Heritage Tree Mitigation Fee (\$150 per caliper inch at 3:1): **\$12,600**

- Total Mitigation Fee: **\$37,800**



1120 S. Capital of Texas Highway
CityView 2, Suite 100, Austin, Texas 78746
P 512.338.1704 | F 512.338.1784 | kfriese.com
TBPE Firm No. 6535

April 26th, 2022

City of Leander - Planning
Robin Griffin, Planning Director
Pat Bryson Municipal Hall
201 N Brushy Street
Leander, Texas 78646

Re: Tree Removal Request – Letter of Intent

The City of Leander is constructing an elevated water storage tank (EST) to store and provide potable water for the citizens of Leander. The EST will be constructed immediately east of the new San Gabriel East pump station and adjacent to the future segment of San Gabriel Parkway from Palmera Bluff to Ronald Reagan Blvd, as shown on the attached map. The trees within the pending construction area have been surveyed and noted. The proposed EST yard results in the need to remove three (3) trees of significance. The area of construction will affect the three (3) trees of significance, 230003, 230009, and 230012.

We are requesting Council's review and approval for the removal of these trees.

Sincerely,

Greg Blackburn, PE
Associate

0749*LANDSCAPE.dgn modified by achilarescu on 4/4/2022 -- 3:07:04 PM

TREE LIST			
TAG NUMBER	TYPE	DIAMETER (S) (INCHES)	TO BE REMOVED
230003	PO	21	X
230009	PO	28	X
230012	PO	19	X

TREE CALIPER INCHES

TREE SIZE (in caliper inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" to 18"	64	0	0%	64	100%
>18" to 26"	40	0	0%	40	100%
SUBTOTAL 8" to 26"	104	0	0%	104	100%
>26"	28	0	0%	28	100%
TOTALS	132	0	0	132	100%

TOTAL TREES

TREE SIZE (in caliper inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" to 18"	5	0	0%	5	100%
>18" to 26"	2	0	0%	2	100%
SUBTOTAL 8" to 26"	7	0	0%	7	100%
>26" HERITAGE	1	0	0%	1	100%
TOTALS	8	0	0%	8	100%

MITIGATION PLAN

TREE SIZE (in caliper inches)	>50% REMOVAL	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
8" to 18"	32	32	-	-	\$ 4,800
>18" to 26"	-	-	80	-	\$ 12,000
>26" HERITAGE	-	-	-	84	\$ 12,600

* HERITAGE TREE REMOVAL FEE IN ADDITION TO MITIGATION PLAN FEES: 28" X \$300 = \$8,400.

TOTAL FEE AMOUNT: \$ 37,800*

TREE PERMIT LEGEND

EXISTING SIGNIFICANT TREE TO BE REMOVED

EXISTING HERITAGE TREE TO BE REMOVED

LEGEND

PROPOSED WATERLINE

PROPOSED STONE FENCE

PROPOSED WROUGHT IRON FENCE

LIMITS OF CONSTRUCTION

PROPOSED EASEMENT

PROPOSED CONTOURS

EXIST CONTOURS

EXIST PERMANENT EASEMENT

EXIST FENCE TO BE REMOVED

EXIST FIRE HYDRANT

EXIST WATER VALVE

EXIST AIR RELEASE VALVE

EXIST R.O.W.

EXIST EDGE OF PAVEMENT

EXIST WATERLINE

EXIST UNDERGROUND UTILITY

EXIST OVERHEAD ELECTRIC

EXIST FENCE

EXIST WATER VALVE

EXIST WATER METER

EXIST MAILBOX

EXIST POWER POLE

EXIST SIGN

EXIST TELEPHONE BOX

EXIST UTILITY PEDESTAL

EXIST TREE TO REMAIN

EXIST TREE TO BE REMOVED

- NOTES:
1. TREE CALIPER IS THE TRUNK DIAMETER OF A TREE AT FOUR (4) FEET ABOVE NATURAL GRADE PER THE COMPOSITE ZONING ORDINANCE.
 2. ALL DISTURBED AREAS MUST BE RE-VEGETATED.
 3. HERITAGE TREES WILL REQUIRE CITY COUNCIL APPROVAL PRIOR TO REMOVAL.
 4. FOR TREE PROTECTION SEE DETAIL 303-2 ON SHEET 5.

MATCHLINE (THIS SHEET)

MATCHLINE (THIS SHEET)

K FRIESE & ASSOCIATES, INC.

1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

CITY OF LEANDER

SAN GABRIEL EAST ELEVATED STORAGE TANK

TREE SURVEY AND MITIGATION PLAN

K FRIESE + ASSOCIATES

PUBLIC PROJECT ENGINEERING



CITY OF LEANDER

SCALE	1" = 60'
DATE	4/4/2022
SHEET NUMBER	C9 OF C21 9 OF 34

230003 –



230009 –



230012 –





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

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

May 26, 2022 at 7:00 PM



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

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

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

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

2. Roll Call.

All Commissioners were present except Commissioner Moss.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the May 19, 2022, meeting.

4. Review of meeting protocol.

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

CONSENT AGENDA: ACTION

6. Approval of Minutes.

Motion made by Commissioner May and seconded by Commissioner Hampton Jr. to approve the consent agenda item 6.

6 to 0 Passed

PUBLIC HEARING: ACTION

7. Approval of Subdivision Case 22-PP-002 regarding Hilltop Ranch Preliminary Plat on one parcel of land approximately 105.064 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R560473; generally located south west corner of CR 280 and the future extension of Lakeline Blvd, Leander, Williamson County, Texas.

Motion made by Commissioner Laura Lantrip, seconded by Commissioner Rick Carpenter to approve the preliminary plat.

AYE: Chair John Cosgrove, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

REGULAR AGENDA

8. Discuss and consider action on a Subdivision Variance request from Article III, Section 42 (b) (2) (iii) of the Subdivision Ordinance that requires a developer to extend streets and trails to the boundary lines of the tract and Article III, Section 42 (b) (2) (vi) of the Subdivision Ordinance that requires street and trail right-of-way shall be dedicated and constructed with the Plat associated with 114.68 acres $\pm$ in size; more particularly described as Devine Lake Phase 3 Subdivision; generally located to the west of N. Bagdad Rd. and south of San Gabriel Pkwy., Leander, Williamson County, Texas.

WITHDRAWN BY APPLICANT

9. Discuss and consider action on Tree Removal Case 21-TRP-002 regarding removal of Significant and Heritage Trees associated with the San Gabriel East Elevated Storage Tank Capital Improvement Project generally located north of Palmera Ridge Section 9 and west of the intersection of Ronald Reagan Boulevard and Capistrano Path, Leander, Williamson County, Texas.

Motion made by Commissioner Ron May, seconded by Commissioner Gary Hampton, Jr. to approve the Tree Removal.

AYE: Chair John Cosgrove, Commissioner Laura Lantrip, Commissioner Rick Carpenter, Commissioner Gary Hampton, Jr., Commissioner Ron May, Vice Chair Donnie Mahan

6 - 0 Passed

10. Adjournment at 7:11 p.m.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Discuss and consider action authorizing the President of BCRUA to execute Supplemental Agreement No. 13 for BCRUA Phase 2 Raw Water Delivery System with Walker Partners/Freese and Nichols Joint Venture.

BACKGROUND:

The purpose of Supplemental Amendment No. 13 is to provide Construction Phase Services including contract administration and field observation services for the Phase 2 Raw Water Delivery System Project.

Description	Total Fee
Engineering Team Services	\$ 9,241,645.00
Field Team Services	\$13,400,248.00
Year 2022	\$ 1,307,834.00
Year 2023	\$ 3,034,645.00
Year 2024	\$ 3,420,322.00
Year 2025	\$ 2,435,745.00
Year 2026	\$ 2,369,832.00
Year 2027	\$ 831,869.00
Grand Total	\$ 22,641,893.00

If approved, the new project budget totals will be:

Phase 2 (Lump Sum) is still \$13,282,483.00

Phase 2 (T&M) is now \$22,641,893.00 + \$1,592,996.00 = \$24,234,889.00

For a NEW TOTAL of \$37,517,372.00

The Engineering Team is shown as a lump sum as this consists of the same team (number of engineers) for the entire project; whereas, the Field Team costs are broken down over the life of the project because that section consists of multiple teams that change over the years, such as the Tunnel Field Services and Facilities Field Services teams.

Funding for this contract includes 2021 SWIFT Loan funds from Leander and Cedar Park, approved at the April 7, 2021 Board meeting and subsequent council meetings, as well as cash from Round Rock.

Leander's share of Phase 2 is 42.85%. Leander's portion of the \$22,641,893.00 agreement is \$9,702,051.15.

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the President of BCRUA to award Supplemental Agreement No. 13 for BCRUA Phase 2 Raw Water Delivery System with Walker Partners/Freese and Nichols Joint Venture.

PRESENTER:

Attachments

1. Supplemental Contract No. 13



**SUPPLEMENTAL CONTRACT NO. 13
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: WALKER PARTNERS/FREESE AND NICHOLS JOINT VENTURE (“Engineer”)

ADDRESS: 804 Las Cimas Parkway, Suite 150, Austin, TX 78746

PROJECT: BCRUA Phase 2 Raw Water Delivery System

This Supplemental Contract No. 13 to Contract for Engineering Services is made by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., hereinafter called “BCRUA” and Walker Partners//Freese and Nichols Joint Venture, hereinafter called the “Engineer”.

WHEREAS, BCRUA and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract”, on the 28th day of November, 2018 for the BCRUA Phase 2 Raw Water Delivery System Project in the lump sum amount of \$12,518,037.00 for Engineering Services excluding Task 5.3.1 – Geotechnical Investigation; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 1 on April 24, 2019 to amend the scope of services, specifically, Task 6.0, and to increase the compensation by \$75,496.00 to a total lump sum amount of \$12,593,533.00 for a total project amount of \$13,697,291.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 2 on August 7, 2019 to amend the scope of services, specifically, Task 5.0 – Special Services, and to increase the compensation by \$42,348.00 to a total lump sum amount of \$12,635,881.00 for a total project amount of \$13,739,639.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 3 on March 5, 2020 to amend the scope of services, specifically, Task 6.0 – Agency and Stakeholder Coordination, and to increase the compensation by \$47,000.00 to a total lump sum amount of \$12,682,881.00 for a total project amount of \$13,786,639.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 4 on March 20, 2020 to amend the scope of services, specifically, Task 6.0 – Agency and Stakeholder Coordination, and to increase the compensation by \$18,155.00 to a total lump sum amount of \$12,701,036.00 for a total project amount of \$13,804,794.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 5 on May 28, 2020 to amend the scope of services, specifically, Task 5.3.1 – Geotechnical Investigation, by reducing the compensation by \$256,761.00 and adjusting the total Time and Materials amount to \$846,997.00; and to reallocate \$256,761.00 to Task 5.0 – Special Services and Task 6.0 – Agency and Stakeholder Coordination, and to modify the provisions for the scope of services for Task 5.0 by increasing the compensation by \$24,212.00 to a total lump sum amount of \$12,982,009.00 for a total project amount of \$13,829,006.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 6 on October 22, 2020 to amend the scope of services, specifically, Task 5.0 – Special Services, and to increase the compensation by \$27,985.00 to a total lump sum amount of \$13,009,994.00 for a total project amount of \$13,856,991.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 7 on April 28, 2021 to amend the scope of services, specifically, Task 5.0 – Special Services, and to increase the compensation by \$137,201.00 to a total lump sum of \$13,147,195.00 for a total project amount of \$13,994,192.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 8 on June 7, 2021 to amend the scope of services, specifically, Task 5.0 – Special Services, and to increase the compensation by \$47,238.00 to a total lump sum of \$13,194,433.00 for a total project amount of \$14,041,430.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 9 on August 17, 2021 to amend the scope of services, specifically, Task 5.0 – Special Services, and to increase the compensation by \$25,000.00 to a total lump sum of \$13,219,433.00 for a total project amount of \$14,066,430.000; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 10 on October 15, 2021 to amend the scope of services, specifically, Task 6.0 – Agency and Stakeholder Coordination, and to increase the compensation by \$29,800.00 to a total lump sum of \$13,249,233.00 for a total project amount of \$14,096,230.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 11 on October 20, 2021 to modify the provisions for basic engineering services and to increase the compensation by \$745,999.00 to a total Time and Materials amount of \$1,592,996.00 for a total project amount of \$14,842,229.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 12 on December 14, 2021 to amend the scope of services, specifically, Task 6.0 – Agency and Stakeholder Coordination, and to increase the compensation by \$33,250.00 to a total lump sum of \$13,282,483.00 for a total project amount of \$14,875,479.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for basic engineering services and to increase the compensation by \$22,641,893.00 to a total Time and Materials amount of \$24,234,889.00 for a total project amount of \$37,517,372.00;

NOW THEREFORE, premises considered, BCRUA and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 4, Compensation (2) Not-to-Exceed Sum and Exhibit D, Fee Schedule shall be amended by increasing by \$22,641,893.00 the not-to-exceed sum amount payable under the Contract for Engineering Services, to a total not-to-exceed amount of \$24,234,889.00 for a total Project amount of \$37,517,372.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, BCRUA and the Engineer have executed this Supplemental Contract in duplicate.

[signature pages follow]

WALKER PARTNERS

By: _____

Date

FREESE AND NICHOLS JOINT VENTURE

By: _____

Date

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Na’Cole Thompson, BCRUA President

Date

APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, BCRUA Attorney

ADDENDUM TO EXHIBIT B ENGINEERING SERVICES

GENERAL

The purpose of Supplemental Amendment No. 13 is to provide Construction Phase Services including contract administration and field observation services for the Phase 2 Raw Water Delivery System Project. Construction Phase Services shall commence with issuance of Notice-to-Proceed to the selected Contractor and will terminate upon completion of final project close-out with Texas Water Development Board (TWDB).

Engineer shall furnish Resident Project Representatives (RPRs) including a full-time Construction Manager to assist in observing progress and quality of the Work, including field checks of materials and installed equipment and providing oversight for Construction Phase Services to provide further protection for Owner against defects and deficiencies in the Work. Construction Manager and RPRs are authorized representatives of the Engineer and will act as directed by and under the supervision of the Engineer. As used herein, the term Engineer includes the Construction Manager, RPRs, and any assistants or field staff.

Engineer (including Construction Manager and RPRs) shall not supervise, direct, or have control over the Work or have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the work sites, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including Construction Manager and RPRs) neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Contract Documents.

Contractor shall provide a temporary field office for daily use by Engineer as detailed in the Specifications. Engineer shall provide full-time day-shift visual observation of materials, equipment, and construction work to ascertain that the work is performed in substantial conformance with the contract documents and the design intent.

It is anticipated that the Contractor choose to will work multiple shifts during construction of the tunnels and shafts. Full-time coverage by RPRs of second and/or third shifts will be performed as necessary depending on the nature of the work. Overtime work (i.e., work at times other than during regular working hours stipulated in Section 00700, General Conditions) has only been assumed for work that is directly related to underground construction.

Any additional overtime work for all other (non-underground) construction activities shall be provided as an additional service. Should Contractor choose to work at times other than during regular working hours stipulated in the General Conditions, Contractor shall bear the cost of all additional overtime work performed by the Engineer as detailed in the specifications.

The assumed roles and responsibilities of the assigned RPRs are as follows:

- *Construction Manager. The single point of contact providing on-site, full-time oversight for Construction Phase Services.*
- *Contract Administration Lead. Part-time support in administration of the Construction Management Plan.*
- *Tunnel and Shaft Construction RPRs. Two field representatives and a Resident Engineer collectively providing full-time general observation of tunnel and shaft excavations and installation of ground support including but not limited to observation of required quality control and quality assurance testing related to tunnels and shafts, shotcrete nozzleman certification, shotcrete coring, shotcrete strength testing, rock bolt pull tests, and probe drilling.*
- *Marine Construction RPR. A full-time RPR to observe construction of marine project elements. A boat shall be provided to facilitate transport to and from the marine operation.*
- *General Construction RPRs. A Field Services Lead and three full-time RPRs to observe construction of project elements not related to tunnel and shaft excavation. Observe and monitor Contractor's work for conformance with the Contract Documents including but not limited to the following: site preparation, traffic control, site security, subgrade preparation, bedding and backfill placement and compaction, pipeline and ductbank installation, concrete placement including form work and rebar installation, mechanical installation including bolt torquing, submersible pump installation including torquing of bolts and cable testing, electrical and instrumentation wire pulling and terminations, paving, public coordination, building erection, tie-ins with existing utilities, coordination of materials testing, project cleanliness, and safety infractions.*
- *Commissioning and Startup RPR. Provide RPR services as needed during commissioning and startup activities.*

BASIC SCOPE OF SERVICES

Task 1.0 - Project Management.

- 1.1 Construction Management Plan (CMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, health and safety, document control, change management, standard operating procedures, protocols and forms, and cost and schedule control.
- 1.2 Project Administration.
 - 1.2.1 Manage and coordinate staff resources, subconsultants, and project planning. Conduct weekly team coordination meetings in person or by teleconference.
 - 1.2.2 Implement an electronic files management system using FNI Manager and Microsoft Office 365 Sharepoint platforms for document control and document sharing. Host and maintain the sites and provide access and training to others as required.
 - 1.2.3 Prepare and submit monthly invoices and project progress reports.

- 1.3 Attend monthly BCRUA Board meetings and provide status update on project schedule and financial status.
- 1.4 Development of a Public Website.
 - 1.4.1 Develop and provide access to one website containing up to six (6) individual web pages. The website will be developed in a style similar to the branding of the Owner's existing website (www.bcrua.org). The website will include a custom URL such as, <https://www.PROJECTNAME.com>, where PROJECTNAME will be the project name as approved by the Owner. Services to include procurement of custom URL, system configuration, and applying for and obtaining a security certificate. Annual renewals of the URL registration will be required. It is anticipated that the website will be renewed for up to a five (5) year duration.
 - 1.4.2 Upon completion of the initial website development and prior to public roll-out, the Owner will be provided with the link for review and comment. Two rounds of comments from the Owner for incorporation are anticipated with the initial website development. It is also anticipated that the website will require one overall comprehensive aesthetic update during the duration of the Project. This update is anticipated to also include two rounds of comment from the Owner for incorporation.
 - 1.4.3 The website will be responsive in design and able to fit multiple sizes of interface screens including computers, tablets, and phones.
 - 1.4.4 A common global navigation and global footer will be consistent across all pages providing links to various pages of the site and other webpages as defined by the Owner. A complaint management process with custom form and designated routing to an e-mail address to be included in the custom website build.
 - 1.4.5 Maintenance and website content updates are anticipated at once per month. Services to include updating images, documents, upcoming schedule items, updated logos, miscellaneous web page content, and overall website maintenance.

Task 2.0 - Construction Administration and Observation.

- 2.1 *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions, except as otherwise provided in writing.
- 2.2 *Pre-Construction Conferences.* Facilitate a Pre-Construction Conference prior to commencement of Work at the Site. Participate in the following additional pre-construction conferences for specific work items as required by the Technical Specifications.
 - 2.2.1 Intake Riser Installation.
 - 2.2.2 Shotcrete.

- 2.2.3 Cellular Backfill Grout.
- 2.2.4 Main Shaft Construction.
- 2.2.5 Blind Bore Shaft Construction.
- 2.2.6 Raised Bore Shaft Construction.
- 2.2.7 Tunnel Excavation.
- 2.2.8 CIP Tunnel Liner.
- 2.2.9 CIP Shaft and Chamber Liner.
- 2.2.10 Steel Pipe Installation in Tunnel.
- 2.2.11 Secant Pile Construction.
- 2.2.12 HDD Crossings.
- 2.2.13 Trails End Road Riser Installation.
- 2.2.14 Trails End Road Connection to Existing 78" Transmission Pipe.
- 2.2.15 Submersible Pump Installation.
- 2.2.16 Startup and Commissioning
- 2.3 *Schedules.* Receive, review, and determine the acceptability of all schedules that Contractor is required to submit to Engineer, including the Progress Schedules, Schedules of Submittals, and Schedules of Values.
- 2.4 *Survey.* As appropriate, establish baselines and benchmarks for locating the Work, which in Engineer's judgment are necessary to enable Contractors to proceed.
- 2.5 *Daily Field Reports.* Summarize daily construction activities in a daily field report and submit to Owner. Daily field reports shall allow for the complete description and documentation of the weather conditions, work force, activities, production, safety observations, quality control activities, work in progress and accomplished, materials testing performed, and the identification and monitoring of any deviations. The daily reports shall assist Owner and Engineer with troubleshooting problems and serve as a comprehensive report of all issues encountered on the project and how they were corrected. Photo documentation shall also be kept and made available as part of the Project documentation.
- 2.6 *Aerial Photographs.* Perform up to 75 drone missions to collect high resolution orthomosaic aerial imagery and progress photo aerial imagery of the pump station, intake/maintenance building, and Trails End Road worksites by a DJI Mavic 2 Pro or similar drone with 20 MP Sensor. Upload JPG photos and orthomosaic maps to DroneDeploy account for viewing. Archive data upon project completion.
- 2.7 *Observation of Construction.* Observe, as an experienced and qualified professional, the progress and quality of Contractor's executed Work. Construction observation is not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in

general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. The purpose of Engineer's visits and observations are to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as indicated in the Contract Documents.

2.7.1 Service of a specialty code compliance inspection firm will be utilized to inspect the Contractor's work for compliance with applicable building and fire codes for the Project.

2.8 *Project Meetings.* Attend and maintain active involvement in project related meetings excluding Contractor safety meetings. Types of meetings include construction progress, on-site troubleshooting, pre-paving, resolution, contractor weekly coordination, special review, public involvement, close-out meetings. It is anticipated that there will be weekly progress meetings, and one meeting per month will serve as the regular Owner Oversight Committee meeting. Prepare meeting minutes and retain the minutes as part of the Project documentation.

2.9 *Construction Deviations, Deficiencies, and Non-Conforming Work.*

2.9.1 Identify and record any observed construction deviations and deficiencies including any Work that is not defective under the terms and standards set forth in the Contract Document but is nonetheless not compatible with the design concept of the completed Project as a functioning whole. Notify Owner and Engineer, monitor the issue, and provide documentation until it is addressed and/or resolved. Provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Contract Documents. Record noted deficiency and actions taken in daily field reports. Any stop-work orders or other penalties related to the noted deficiency may be initiated by Owner or Engineer.

2.9.2 Underwater Intake Inspection Observation.

2.9.2.1 Observe the progress and quality of Contractor's underwater construction activities related to the intake structures. Specific items to be observed include but are necessarily not limited to:

2.9.2.1.1 Field verification of lakebed elevation at both intake riser locations.

2.9.2.1.2 Alignment of intake tunnel with lower and upper tap locations.

2.9.2.1.3 Alignment and plumbness of lake tap bored shafts.

2.9.2.1.4 Casing installation, cutting and grouting.

2.9.2.1.5 Alignment and plumbness of intake risers.

- 2.9.2.1.6 Alignment and elevation of intake screens and other riser openings.
 - 2.9.2.1.7 Installation of flange bolts including torque readings.
 - 2.9.2.1.8 Integrity of booms, turbidity curtains and other water quality control measures implemented by Contractor.
 - 2.9.2.2 Primary mode of observation will be with the use of an underwater robotic ROV equipped with enhanced lighting to support video recording and photo images, operated by an RPR.
 - 2.9.2.3 Services of an underwater diving firm will be utilized when specific tasks must be performed that exceed the capabilities of the ROV. Up to six days of dive team inspection are anticipated, depending on the number of trips.
- 2.9.3 Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
- 2.10 *Design Conflicts.* Summarize and present any design conflicts determined by Contractor or RPR for Owner review and action. Assist Owner by providing an opinion of appropriate action and prepare the necessary documents to initiate action and record the changes.
- 2.11 *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer will respond to appropriate Requests for Information (RFIs) from the Contractor. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents that do not result in modifications to Contract Time or Price. Engineer shall issue up to 395 clarifications and interpretations in the form of RFI responses and Field Orders.
- 2.12 *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required (total of 175).
- 2.13 *Shop Drawings, Submittals and Samples.* Review and accept or take other appropriate action in respect to Shop Drawings, Submittals and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed

- Project as a functioning whole as indicated by the Contract Documents. Such reviews and acceptance or other action will not relieve the Contractor of sole responsibility for means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Engineer shall review up to 1,060 Shop Drawings and Samples.
- 2.14 *Substitutes and "or equal"*. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor (total of 60).
- 2.15 *Inspections and Tests*. Require such special inspections or tests of Contractor's work as deemed reasonably necessary. Owner shall contract with the materials testing firm directly.
- 2.15.1 Assist in scheduling of construction materials testing with the approved independent testing laboratory on behalf of Owner or the Contractor as required in the contract documents. Observe testing and review testing results. Notify all parties immediately of test results that do not meet the minimum requirements of the contract specifications. A copy of the test results shall be retained as part of the Project documentation.
- 2.15.2 Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- 2.15.3 Assist with certification of pay requests by the Owner contracted materials testing firm.
- 2.16 *Geotechnical Instrumentation and Third-Party Complaint Management*.
- 2.16.1 Geotechnical Instrumentation.
- 2.16.1.1 Coordinate with the Contractor to provide observation of the installation of proposed geotechnical instrumentation.
- 2.16.1.2 Perform survey, monitoring, and data collection of installed instrumentation, including monitoring wells and piezometers installed prior to construction. Monitoring will include the use of automated data loggers or remote sensing as applicable.
- 2.16.1.3 Intermittently plot and analyze data and provide status reports during tunnel and shaft construction and for a period of time following completion of the underground construction.
- 2.16.1.4 Organize and file all data and analyses.
- 2.16.1.5 Perform historical InSAR analysis for baseline data set and current conditions report.
- 2.16.1.6 Install, maintain, and verify InSAR corner reflectors. Verification to include corner reflector position and data repeatability.

- 2.16.1.7 Provide intermittent updates to the InSAR deformation monitoring . Each update will include InSAR image processing for deformation analysis and report of conditions shall include all available data from the historic analysis to the time of the report. Assume 4 updates will be conducted to correlate with surface settlement monitoring data obtained by survey and to respond to homeowner concerns.
- 2.16.2 Third Party Complaint Management.
 - 2.16.2.1 Receive, review, and respond to property owner complaints regarding construction-induced impacts such as ground movements and groundwater well levels or groundwater quality. Up to ten complaints are assumed.
 - 2.16.2.2 Response may include or require analysis of monitoring data, construction activities, progress schedules, and construction data such as groundwater discharge or grout volumes.
- 2.17 *Quality Control and Inspection Plan (QCIP)*. Review project contract documents and summarize the Quality Control, Quality Assurance, and material testing requirements and their required procedures and frequencies in a QCIP.
- 2.18 *Project Documentation and Records*. As described herein, copies of all relevant Project documentation shall be compiled and retained in an orderly fashion. Types of documentation anticipated include, but are not limited to, construction contract, daily field reports, photographs, submittals, RFIs, change orders, notifications and other project correspondence. Make Project records available to Owner upon request for Owner's review, audit and/or examination at Owner's cost and expense.
- 2.19 *Disagreements between Owner and Contractor*. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing recommend to Owner either to deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith and while applying sound engineering practices in such capacity.
- 2.20 *Disputes and Disputes Resolution Board (DRB)*. Assist the Owner in the DRB process.
 - 2.20.1 Assist the Owner in selecting their DRB member for approval by Contractor. Assist in reviewing the DRB member selected by the Contractor. Assist the Owner in reviewing the third DRB member selected by the first two approved members. Assist the Owner in reviewing the chair of the board nominated between three approved board members.
 - 2.20.2 Facilitate quarterly meetings with the Owner, Contractor, and DRB. Prepare and distribute meeting minutes. Provide DRB members with updates between quarterly meetings as required.

- 2.20.3 Receive or initiate dispute referrals and Claim Documents as required. Submit or receive rebuttal documents as required. Participate in hearings as required. Provide a recommendation to the Owner to accept or reject the Dispute Resolution Board written recommendations in whole or in part as required. A total of three DRB referrals is assumed.
- 2.21 *Escrow Bid Documents (EBD).* Receive the Escrow Bid Documents prepared by the successful proposer (Contractor) and review for acceptance against the requirements outlined in the General Conditions Paragraph 18.13. Owner to hold the Escrow Bid Documents in escrow for the duration of the Contract and applicable warranty periods and safeguard all information contained herein, against disclosure. The Escrow Bid Documents shall constitute all the information used in preparation of the Proposal and no other proposal preparation information shall be considered in resolving disputes or claims or negotiation of change orders to the Contract. Nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.
- 2.22 *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- 2.22.1 Determine the amounts that Engineer recommends Contractor be paid. Coordinate with Contractor for correction of any erroneous pay items before the pay application is approved and submitted to Owner. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.22.2 By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and

Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- 2.22.3 Engineer shall review and recommend payments for up to 90 Contractor applications for payment which assumes a 50% resubmittal rate.
- 2.23 *Certificates, Operation and Maintenance Manuals.* Verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work. Engineer shall receive, review, approve and transmit up to 140 operation and maintenance (O&M) manuals.
- 2.24 *Welding and Coating Inspections.*
 - 2.24.1 Provide an AWS QC1 Certified Welding Inspector, NDE Level III Certified individual to review paperwork required to be submitted by the Contractor. Review in accordance with ASME BPVC Section IX, AWS D1.1/D1.1M and AWS B2.1 as applicable. Review Welding Qualification Record (WQR) of welders, Welding Procedure Qualification Records (WPQR), and Welding Procedure Specification (WPS).
 - 2.24.2 Provide oversight by an Engineering Technician, AWS QC1 Certified Welding Inspector, NDE Level III and NACE Level III Certified Coating Inspector for the field welding, bolting, coatings and NDE. The objective of this project is to provide quality control tests of welding during the welding of the steel pipe, brackets, structural connections, bolting of structural members, surface preparation, coatings application and conduct applicable NDE . Inspection/Testing visits will be strategic hold-points as the construction schedule requires.
 - 2.24.3 Conduct site visits to observe and inspect the quality of the executed work in accordance with the applicable codes, standards and sections of the Technical Specifications. In performing these services, reasonable measures will be taken to protect the Owner against defects and deficiencies in the work of the Contractor. Responsibility for the actual supervision of construction operations, safety measures, quality assurance and control measures that the Contractor takes or should take cannot be guaranteed.
 - 2.24.3.1 Welding, Fabrication and Erection Inspection.
 - 2.24.3.1.1 Verify proper welding electrodes and electrode storage to be used on Project.

- 2.24.3.1.2 Conduct inspections on shop fabricated components at manufactures shop as required by specification.
- 2.24.3.1.3 Conduct observations of pipe and building erection practices and fit-up.
- 2.24.3.1.4 Conduct Certified Welding Inspection per AWS D1.1 and AWWA C206.
- 2.24.3.1.5 The inspection methods to be implemented for the above inspection may consist of Visual Testing (VT), Magnetic Particle Testing (MT), Dye Penetrant Testing (PT) and Ultrasonic Testing (UT) in accordance with the Contract Specifications.
- 2.24.3.1.6 Provide a technical report with documentation of the procedure review results, observation results and photographs of the construction inspection/testing performed.
- 2.24.3.2 Surface Preparation and Coating Inspection
 - 2.24.3.2.1 Pre-surface preparation inspection.
 - 2.24.3.2.2 Measurement of ambient conditions.
 - 2.24.3.2.3 Evaluation of compressor and surface preparation equipment.
 - 2.24.3.2.4 Determination of surface preparation cleanliness and profile.
 - 2.24.3.2.5 Inspection of application equipment.
 - 2.24.3.2.6 Randomly observe coating mixing.
 - 2.24.3.2.7 Randomly observe coating application.
 - 2.24.3.2.8 Randomly take wet film thickness.
 - 2.24.3.2.9 Determination of dry film thickness.
 - 2.24.3.2.10 Evaluating cleanliness between coats.
 - 2.24.3.2.11 Perform adhesions test when required.
 - 2.24.3.2.12 Witness Contractor conducted holiday testing when applicable.
 - 2.24.3.2.13 Evaluate cure.
 - 2.24.3.2.14 Provide a technical report with documentation of the procedure review results, observation results and photographs of the construction inspection/testing performed.
- 2.24.3.3 Quantity estimates for welding and coating inspections have been determined from the Contract Documents. Inspections are subject to changes as the Contractor schedules and executes the Work. The following is an itemized summary of assumed inspections.

- 2.24.3.3.1 Lake Tap – 20 welding inspections, 26 coating inspections, 20 days of shop inspections.
- 2.24.3.3.2 Pump Station, Cedar Park and Sandy Creek WTPs – 117 welding inspections and corresponding coating/lining repairs, 2 steel pipe manufacturer plant inspections, 1 fabrication shop inspection of the 78" x 78" x 36" cross, and one fabrication shot inspection of the 78" wye on the pigging line.
- 2.24.3.3.3 Transmission Tunnel – 104 internal 78" full circumferential lap welds with mortar lining repair, 260 grot plug welds with mortar lining repair, 5 field welds at the 90-degree bend with mortar lining repair.
- 2.24.3.3.4 Trails End Road Shaft – 5 full circumferential welds with mortar lining and polyurethane coating repair, 1 fab shop inspection of the 90 bend.
- 2.24.3.3.5 Trails End Road Open Cut Pipeline – 7 welding inspections, 1 fab shop inspection of the dished head plug.
- 2.24.3.3.6 Trails End Road Vault – coatings inspections of exposed steel in vault and exposed air piping in and above vault.
- 2.24.3.3.7 Pump Station Structural Steel – 100% visual inspection of approximately 1,600 inches of field welds, NDE of 20" of CIP welds, high strength bolting inspection, nelson stud welding inspection for 650 studs, inspection of repairs to galvanizing damaged by field welding.
- 2.24.3.3.8 Additional Shop Inspections – one fab shop inspection of the 30" manway tee with blind flange, FLxPE spool with internal dished head plug, FLxFL spool.
- 2.24.3.3.9 Architectural Coatings Inspections – 24 DFT tests at various building sites.
- 2.24.3.3.10 Chemical Resistant Coatings (Maintenance Building and Pump Station) – 46 hold point inspections, 75 adhesion tests, 54 wet film tests, 8 holiday test, 2 applicator prove-out tests.

2.25 *Commissioning and Startup.*

2.25.1 Pre-Commissioning.

- 2.25.1.1 Develop Verification Checklists (VCs) and Functional and Performance Test Packages (FAPTPs) for each of the unit process systems identified in the Commissioning and Start-Up Plan (total of 29). The VCs and FAPTPs shall encompass all required testing for each identified system and include step-by-step procedures and placeholders for data collection and signoff, such that the Contractor may utilize the documents to

complete testing activities and document the results. The completed VCs and FAPTPs will be used to demonstrate compliance with the Contract requirements as they pertain to equipment testing and startup, document each system's readiness to be placed in service, and provide baseline operations data for major equipment.

- 2.25.1.2 Review submittals related to commissioning and startup including training plans and trainer qualifications, training video/audio recordings and sign-in sheets, completed VCs and FAPTPs for conformity with the Contract requirements. A total of approximately 86 submittals is anticipated.

2.25.2 Commissioning Oversight and Coordination.

- 2.25.2.1 Oversee and witness field activities related to commissioning and startup to ensure equipment, instrumentation, and components are tested per the Contract requirements, including reviewing test reports, overseeing the implementation of each VC and FAPTP, and planning and overseeing Project-wide testing activities that affect multiple systems (such as simulating a power outage to test the surge system or completing the 30-day Demonstration Period/Acceptance Test).
- 2.25.2.2 Schedule and attend commissioning coordination meetings including development and distribution of agendas and meeting minutes to all parties.
- 2.25.2.3 Provide coordination and oversight of the commissioning/startup process and other aspects of construction that may impact existing WTP operations. This activity includes general turnover coordination, such as ensuring spare parts, asset management information, warranty information, final O&M manuals, and any other required information has been provided to the Owner and all required testing has been completed prior to Owner's acceptance of any portion of the Project. Coordinate with the Contractor, Owner, and other stakeholders during the planning and implementation of tie-ins and any other activities that may impact existing water treatment plant operations to ensure the work is planned in accordance with the Contract Documents and plant operations are maintained throughout the duration of the activity.
- 2.25.2.4 Assist in scheduling training sessions in accordance with Owner preferences and contractual requirements and confirm training is delivered in accordance with the Contract Documents.

- 2.26 *Factory Witness Testing.* Provide factory witness testing services as described in the Technical Specifications and Commissioning and Startup Plan. Factory witness is to be provided by the Engineer per the following:

- 2.26.1 Specification Section 26 12 19, Pad-Mounted, Liquid-Filled, Medium Voltage Transformers
- 2.26.2 Specification Section 26 13 26, Medium-Voltage Metal-Clad Switchgear

- 2.26.3 Specification Section 26 23 00, Low Voltage Metal Enclosed Switchgear
- 2.26.4 Specification Section 26 29 23, Medium Voltage Variable Frequency Drives
- 2.26.5 Specification Section 26 33 53.01, Industrial DC Uninterruptible Power Supply
- 2.26.6 Specification Section 26 35 33.02, Medium-Voltage Power Factor Correction Equipment
- 2.26.7 Specification Section 40 90 02, Supervisory Control and Data Acquisition (SCADA) System
- 2.26.8 Specification Section 40 05 50 Fabricated Gates
- 2.26.9 Specification Section 43 25 13, Submersible Turbine Pumps (total of four)
- 2.26.10 Specification Section 43 42 21, Welded Stainless Steel Surge Tank
- 2.27 *Project Risk Management.* Conduct formal and informal project risk management tasks.
 - 2.27.1 Review existing project risk register and coordinate with the Owner in developing a construction phase risk register that can be shared with the Contractor.
 - 2.27.2 Formal qualitative updates: organize and facilitate formal qualitative risk workshops on a bi-annual basis (total of 10). Attendees to include representatives from the Engineer, Owner, and the Contractor. Subsequently update the risk register and issue a Qualitative Risk Analysis Report.
 - 2.27.3 Actively follow-up on the Owner's, Engineer's, and Contractor's assigned mitigation measures (activities).
 - 2.27.4 Informal updates: Between formal updates, provide updates to the risk register based on informal meetings, mitigation measure follow-up, progress meetings, submittals received, or otherwise progress of the project.
 - 2.27.5 Quantitative Schedule Analysis: As necessary, facilitate a quantitative schedule workshop and perform a quantitative schedule analysis to determine confidence that key milestones or completion dates will be met. Issue Quantitative Schedule Analysis Report. A total of two Quantitative Schedule Analyses are assumed.
 - 2.27.6 Quantitative Cost Analysis: As necessary, facilitate a quantitative cost workshop and perform a quantitative cost analysis to assess the project's cost risk exposure (i.e., potential change orders) versus available contingency funds. Issue Quantitative Cost Analysis Report. Report will include an analysis of the contingency spending to date. A total of four Quantitative Cost Analyses are assumed.
- 2.28 *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, Engineer and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor. Engineer shall attach to the certificate a punch list of items to be completed or corrected by the Contractor before final payment.
 - 2.28.1 Interim Completions. It is anticipated that there may be interim milestones of completion for certain elements of the work, such as the marine intakes, intake

tunnel, suction chamber and main shaft, transmission tunnel and riser, maintenance building, and other project elements. A total of seven interim completion reviews are anticipated. Interim Completions will be conducted similar to the Substantial Completion process.

- 2.29 *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- 2.30 *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- 2.31 *Record Drawings.* Receive as-built drawings submitted monthly in electronic PDF format by Contractor using Bluebeam Revu software. Review for comprehensiveness and accuracy and provide comments back to Contractor as needed prior to contractor's submission of monthly Applications for Payment.
- Review and compile final as-built drawings as received from Contractor in electronic format using Bluebeam Revue software and produce as-recorded drawings for the Owner. Upon receipt of as-built or record documents from Contractor, which have been determined by Engineer to be comprehensive and generally accurate, Engineer shall produce as-recorded drawings for the Owner's use within sixty (60) days. Engineer does not warrant the accuracy of as-built or record information provided by Contractor.
- 2.32 *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 2.33 *Project Close-Out.* Verify weekly that the Contractors are preparing and maintaining record documents in accordance with the Contract. Participate in site visits regarding Substantial Completion. Support Owner and Engineer in compiling a work list of known punch-list items. Observe whether items on the punch list have been completed or corrected and coordinate and attend a punch list walk-through. Assist Owner in compiling and confirming that all required project close-out documentation has been received and make recommendations concerning acceptance.
- 2.34 *TWDB Project Close-out Procedures.* Coordinate with TWDB to conduct a final inspection of the Project and submit close-out documents including a final change order, if any, final pay application, affidavit from Contractor that all bills have been paid, certificate from Engineer that work is completed in accordance with the Contract Documents, written resolution of

acceptance of the Project by Owner, notification of the beginning date for the warranty period, and confirmation that record drawings have been received from the Contractor.

Task 3.0 - Agency and Stakeholder Coordination.

3.1 Village of Volente

- 3.1.1 Develop and present two town-hall style presentations to provide a project update to the Village.
- 3.1.2 Roadway Assessment Support.
 - 3.1.2.1 Review the results of a Pre-construction Condition Assessment performed by a third party.
 - 3.1.2.2 Attend a Post-construction Condition Assessment with Owner and the Village to assess post-construction roadway conditions. It is assumed that the assessment will be performed by a third party. Review the recommendations of the third party.
 - 3.1.2.3 Review Contractor's proposed pavement repairs with the Village for pavement repairs required within the Village corporate limits.
- 3.1.3 Traffic Management.
 - 3.1.3.1 Review Traffic Management Plan prepared by Contractor for Work in the Village city limits.
 - 3.1.3.2 Coordinate with Contractor to review compliance with the Traffic Management Plan and requirements of the Interlocal Agreement between the Village and Owner.
- 3.1.4 Develop and implement a complaint management process with designated points of contact to evaluate and respond to concerns regarding the construction of the Project in Village city limits.
- 3.1.5 Coordinate with Contractor to confirm that certificates of insurance comply with the requirements of the Interlocal Agreement between the Village and Owner.

3.2 U.S. Army Corps of Engineers.

- 3.2.1 Conduct a Pre-construction meeting with the Contractor detailing the terms and conditions of the Nationwide Permit (NWP) 39 permit. Notify USACE of the meeting at least two weeks in advance of the meeting. Provide written confirmation to USACE that the meeting was held within two weeks following the meeting.
- 3.2.2 Coordinate with USACE to obtain reverification of the NWP 39 that will expire prior to expiration of the current authorization. Contact the USACE regulatory project manager by telephone to discuss the proposed project schedule and prepare a letter requesting that the project remain authorized or be issued reverification. Coordinate with the Owner on the results of the coordination with the USACE.
- 3.2.3 Conduct pre and post-construction inspections of the proposed intake site, temporary launch/disposal site, and the Trails End Road site. Submit a final written compliance report to the USACE within 60 days after the completion of all construction

- 3.3 **Texas Commission on Environmental Quality (TCEQ).**
 - 3.3.1 Support the City of Cedar Park, City of Leander, and City of Round Rock with implementation of lead and copper tap sampling and water quality parameter sampling for two consecutive 6-month periods based on the addition of a new source and treatment.
 - 3.3.2 Support Owner in the development of an emergency remediation plan to address contamination of the lake source water.
 - 3.3.3 Submit notification of project completion attesting to the fact that the Work has been completed in accordance with the plans on file with TCEQ.
- 3.4 **Pedernales Electric Cooperative (PEC).** Support Owner in development of the Permanent Power Agreement with PEC. No design phase or construction phase support services are included.
- 3.5 **Travis County**
 - 3.5.1 Coordinate and attend a Pre-construction meeting with the County. Prepare and distribute meeting minutes.
 - 3.5.2 Roadway Assessments.
 - 3.5.2.1 Review the results of a Pre-construction Condition Assessment of Lime Creek Road from Anderson Mill Road to the Pump Station performed by a third party.
 - 3.5.2.2 Attend a Post-construction Condition Assessment with Owner and the Travis County to assess post-construction roadway conditions of Lime Creek Road. It is assumed that the assessment will be performed by a third party. Review the recommendations of the third party.
 - 3.5.2.3 Review Contractor's proposed pavement repairs with the Travis County for pavement repairs required along Lime Creek Road from Anderson Mill Road to the Pump Station.
 - 3.5.3 Traffic Management.
 - 3.5.3.1 Review Traffic Management Plan prepared by Contractor for Work in the Travis County jurisdiction.
 - 3.5.3.2 Coordinate with Contractor to review compliance with the Traffic Management Plan and requirements of the permit with Travis County. Review up to 15 specific Traffic Control Plans developed by the Contractor.
 - 3.5.3.3 Coordinate with Travis County and contractor for placement and messaging for message boards along Lime Creek Road
 - 3.5.3.4 Coordinate with Leander ISD and local Emergency Services District to establish points of contact and communication protocol.

- 3.5.4 Develop and implement a complaint management process with designated points of contact to evaluate and respond to concerns regarding the construction of the Project along Lime Creek Road from Anderson Mill Road to the Pump Station
- 3.5.5 Prepare and submit a Private Water Quality Control (PWQC) Maintenance Plan to the County after the pond is constructed. Record the PWQC Maintenance Plan and restrictive covenant document at the County Clerk's Office.
- 3.5.6 Prepare and submit a concurrence letter to the County confirming that no unapproved structural field changes have occurred. The concurrence letter will be submitted to the County at Substantial Completion.
- 3.6 **City of Austin**
 - 3.6.1 Coordinate and attend a Pre-construction meeting with the City. Prepare and distribute meeting minutes.
 - 3.6.2 Provide a total of six periodic progress reports to the City.
 - 3.6.3 Prepare and submit a concurrence letter to the City confirming that no unapproved structural field changes have occurred. The concurrence letter will be submitted to the City at Substantial Completion.
- 3.7 **Lower Colorado River Authority.** Coordinate with the Owner and LCRA related to the development and execution of a Buoy Maintenance interlocal agreement.

Task 4.0 - Additional Services

The following Additional Services are not included in the Scope of Services and will not be performed unless specifically authorized by the Owner:

- 4.1 Preparing to serve or serving as a consultant or witness for Owner in any litigation or arbitration.
- 4.2 Services required due to delays or other causes beyond Engineer's control.
- 4.3 Work required for providing OSHA approved and safe access to areas of the Project for welding and coating inspections. It is assumed that the Contractor will provide safe access to all areas of the Project for observations and inspections.
- 4.4 Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 4.5 Providing assistance in responding to the presence of any endangered species encountered at the Site.
- 4.6 Preparation of comprehensive operation and maintenance manuals beyond that required to be supplied by the Contractor within the Construction Contract.
- 4.7 Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- 4.8 Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 4.9 Providing follow-up construction management services during Contractor's warranty period.

- 4.10 Working with Contractor's surety in the event of Contractor default or termination for cause.
- 4.11 Providing support for design and/or construction of the PEC Permanent Power Project.
- 4.12 Providing IBC special inspections.
- 4.13 Providing construction surveys and staking to enable Contractor to perform its work.
- 4.14 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

ADDENDUM TO EXHIBIT C
WORK SCHEDULE

Construction Phase will commence with the issuance of NTP for the Project or any part thereof and will terminate upon completion of final project close-out with Texas Water Development Board. It is expected that the Construction Period will be sixty (60) months. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original dates for final completion of the Work, as set forth in the Construction Contracts, or if required due to Contractor delay beyond Substantial or Final Completion.

ADDENDUM TO EXHIBIT D
FEE SCHEDULE

Total compensation for Basic Services set forth in Addendum to Exhibit B under Supplemental Amendment No. 13 is estimated to be \$22,641,893. Total compensation for the Project shall be adjusted to \$37,517,372.

OWNER shall pay ENGINEER for Basic Services set forth in Supplemental Amendment No. 13 on the basis of Standard Hourly Rates as described in Paragraph 2.0 of Exhibit D of the Contract. ENGINEER'S labor and fee summaries are attached as Appendix 1. The Standard Hourly Rates Schedule is attached as Appendix 2.

Brushy Creek Regional Utility Authority
Phase 2 Raw Water Delivery System - Construction Phase Services
Summary Fee Schedule

Appendix 1 to Exhibit D

Description	Total Fee
Engineering Team Services¹	\$9,241,645
Field Team Services²	\$13,400,248
<i>Year 2022</i>	\$1,307,834
<i>Year 2023</i>	\$3,034,645
<i>Year 2024</i>	\$3,420,322
<i>Year 2025</i>	\$2,435,745
<i>Year 2026</i>	\$2,369,832
<i>Year 2027</i>	\$831,869
Grand Total	\$22,641,893

¹ Reference Engineering Team Detailed Cost Breakdown

² Reference Field Team Detailed Cost Breakdown

Appendix 1 to Exhibit D

Brushy Creek Regional Utility Authority (BCRUA) Phase 2 Raw Water Delivery System - Construction Phase Services 4/20/2022 Detailed Cost Breakdown - Engineering Team													Project Fee Summary				
													Basic Services		\$9,241,645		
													Total Project		\$9,241,645		
Basic and Special Services																	
	Employee	Archer	Christensen	Noack	Bybel	Niermann	Yen	Gieseke	Campbell	Hessel		Montemayor	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Task	Position	Principal	Engineering Manager	QA/QC	Senior Engineer	Project Engineer	EIT	CAD Technician	Admin	RPLS	2 Man Survey Crew	Survey Technician					
	Tasks ↓ Current Hourly Bill Rate →	\$300	\$275	\$275	\$265	\$165	\$125	\$175	\$80	\$200	\$165	\$110					
1.0	Project Management																
1.1	Construction Management Plan	2	8	4		12			8				34	\$ 6,520	\$ -	\$ 8,788	\$ 15,308
1.2	Project Administration	1,460	500		100	260			480				2,800	\$ 738,847	\$ -	\$ 762,849	\$ 1,501,697
1.3	BCRUA Board Meetings (60)	240							40				280	\$ 81,313	\$ -	\$ 11,789	\$ 93,103
1.4	Public Website	24											24	\$ 7,785	\$ -	\$ 53,076	\$ 60,861
2.0	Construction Administration and Observation																
2.1	General Administration (Incidental)																
2.2	Pre-Construction Conferences	16	40		20	20							96	\$ 25,189	\$ 2,066	\$ 68,499	\$ 95,754
2.3	Schedules		19										19	\$ 5,576	\$ -	\$ 204,126	\$ 209,702
2.4	Survey Baselines and Benchmarks	4								24	40	36	104	\$ 17,906	\$ -	\$ -	\$ 17,906
2.5	Daily Field Reports	4	8		16								28	\$ 8,261	\$ -	\$ 33,781	\$ 42,042
2.6	Aerial Photographs	12											12	\$ 3,893	\$ 55,125	\$ -	\$ 59,018
2.7	Observation of Construction	300	360		40	20							720	\$ 219,394	\$ 5,085	\$ 125,389	\$ 349,868
2.8	Project Meetings	130	520		130	65	65						910	\$ 254,428	\$ 4,921	\$ 354,049	\$ 613,398
2.9	Deviations, Deficiencies, Non-Conforming Work	40	120	24	24	24							232	\$ 66,954	\$ -	\$ 8,315	\$ 75,269
2.10	Design Conflicts	16	80	16	40	40							192	\$ 52,737	\$ -	\$ 94,657	\$ 147,394
2.11	Clarifications, Interpretations, Field Orders	63	250	63	125	500		120					1,120	\$ 262,939	\$ -	\$ 184,122	\$ 447,061
2.12	Change Orders and Work Change Directives	38	225	19	75	450							806	\$ 186,422	\$ -	\$ 433,211	\$ 619,633
2.13	Shop Drawings, Submittals, and Samples	88	350		350	700	1,050						2,538	\$ 503,403	\$ -	\$ 622,647	\$ 1,126,050
2.14	Substitutes		25		25								50	\$ 14,710	\$ -	\$ 44,902	\$ 59,612
2.15	Inspections and Tests				25								25	\$ 7,164	\$ -	\$ 58,745	\$ 65,908
2.16	Geotechnical Instrumentation and 3rd Party Complaint Management																
2.16.1	Geotechnical Instrumentation	8											8	\$ 2,400	\$ -	\$ 439,507	\$ 441,907
2.16.2	Third-party Complaint Management	40					100						140	\$ 25,292	\$ -	\$ 35,322	\$ 60,614
2.17	Quality Control and Inspection Plan		2	1		8							11	\$ 2,145	\$ -	\$ 2,839	\$ 4,984
2.18	Project Documentation and Records													\$ -	\$ -	\$ 11,809	\$ 11,809
2.19	Disagreements between Owner and Contractor	8	40	16	40	16							120	\$ 33,563	\$ -	\$ 39,924	\$ 73,487
2.20	Disputes Resolution Board	80	240	16	40				40				416	\$ 113,463	\$ -	\$ 55,925	\$ 169,388
2.21	Escrow Bid Documents	4	8						24				36	\$ 5,320	\$ -	\$ 2,444	\$ 7,764
2.22	Applications for Payment		72										72	\$ 21,410	\$ -	\$ 4,162	\$ 25,572
2.23	Certificates, O&Ms				94	94	281						469	\$ 83,717	\$ -	\$ 58,253	\$ 141,970
2.24	Welding and Coating Inspections	8	40										48	\$ 14,762	\$ -	\$ 346,500	\$ 361,262
2.25	Startup and Commissioning		150				24						174	\$ 51,330	\$ 1,179	\$ 724,810	\$ 777,319
2.26	Factory Witness Testing	80	160										240	\$ 76,491	\$ 6,825	\$ 93,496	\$ 176,812
2.27	Risk Management	24	120	8	24	40							216	\$ 59,860	\$ -	\$ 543,910	\$ 603,770
2.28	Substantial and Interim Completions	16	80	4	24	16	40						180	\$ 48,604	\$ 786	\$ 134,393	\$ 183,783
2.29	Contractor's Completion Documents		8										8	\$ 2,552	\$ -	\$ -	\$ 2,552
2.3	Final Notice of Acceptability of Work	2	16		8	8							34	\$ 9,790	\$ 170	\$ 13,335	\$ 23,295
2.31	Record Drawings		8		24	40		140					212	\$ 46,006	\$ 1,575	\$ 154,678	\$ 202,259
2.32	Limitation of Responsibility (Incidental)																
2.33	Project Close-out	4	24		24		40						92	\$ 22,226	\$ 102	\$ 5,642	\$ 27,969
2.34	TWDB Close-out Procedures	16	40										56	\$ 18,328	\$ -	\$ -	\$ 18,328
3.0	Agency and Stakeholder Coordination																
3.1	Village of Volente																
3.1.1	Town-hall Presentations (2)	40	16			24	16	24	16				136	\$ 28,976	\$ 491	\$ -	\$ 29,467
3.1.2	Roadway Assessment Support	4				8							12	\$ 2,722	\$ -	\$ 22,911	\$ 25,633
3.1.3	Traffic Management													\$ -	\$ -	\$ 26,975	\$ 26,975
3.1.4	Complaint Management	16				80							96	\$ 19,463	\$ -	\$ 12,104	\$ 31,567
3.1.5	Insurance Coordination					4							4	\$ 660	\$ -	\$ -	\$ 660
3.2	USACE																
3.2.1	Pre-Construction Meeting		2			8							2	\$ 550	\$ 36	\$ 4,024	\$ 4,610
3.2.2	NWP 39 Reverification	2											2	\$ 600	\$ -	\$ 5,970	\$ 6,570
3.2.3	Final Compliance Report		2										2	\$ 638	\$ -	\$ 9,973	\$ 10,611
3.3	TCEQ	8	24	4	40		80						156	\$ 33,196	\$ 36	\$ -	\$ 33,232
3.4	PEC	40		4									44	\$ 14,165	\$ 71	\$ 10,826	\$ 25,062
3.5	Travis County																
3.5.1	Pre-Construction Meeting	2	4			8							14	\$ 3,020	\$ 71	\$ 5,495	\$ 8,586
3.5.2	Roadway Assessments	2				8							10	\$ 2,074	\$ -	\$ 26,378	\$ 28,452
3.5.3	Traffic Management	4				8							12	\$ 2,722	\$ -	\$ 93,373	\$ 96,095
3.5.4	Complaint Management	8				8							16	\$ 4,022	\$ -	\$ 12,104	\$ 16,126
3.5.5	Private Water Quality Control Maintenance Plan	4		2	12								18	\$ 5,719	\$ -	\$ 1,178	\$ 6,897
3.5.6	Concurrence Letter				4								4	\$ 1,230	\$ -	\$ 2,822	\$ 4,052
3.6	City of Austin																
3.6.1	Pre-Construction Meeting	2			8		8						18	\$ 3,720	\$ 71	\$ -	\$ 3,791
3.6.2	Progress Reports	2			8								10	\$ 2,941	\$ -	\$ -	\$ 2,941
3.6.3	Concurrence Letter				4								4	\$ 1,230	\$ -	\$ -	\$ 1,230
3.7	LCRA	8			16								24	\$ 6,855	\$ 71	\$ 18,737	\$ 25,663
NA	Negotiated Reduction from Escalation Cap													\$ (34,000)	\$ -	\$ (27,000)	\$ (61,000)
Total Basic Services Hours		2,868	3,561	180	1,340	2,461	1,704	284	608	24	40	36	13,105	\$ 3,201,200	\$ 78,681	\$ 5,961,764	\$ 9,241,645

Appendix 1 to Exhibit D

Brushy Creek Regional Utility Authority (BCRUA) Phase 2 Raw Water Delivery System - Construction Phase Services 4/20/2022 Detailed Cost Breakdown - Engineering Team													Project Fee Summary	
													Basic Services	\$9,241,645
													Total Project	\$9,241,645
Task	Expenses	Miles	Meals	Printing	Hotel	Travel	Other	Other	Other	Other	Other	Other	Total Expenses	
	Expense Cost	\$ 0.59	\$ 1.05	\$ 1.05	\$ 1.05	\$ 1.05	\$ 1.05							
1.0	Project Management													
1.1	Construction Management Plan												\$ -	
1.2	Project Administration												\$ -	
1.3	BCRUA Board Meetings (60)												\$ -	
1.4	Public Website												\$ -	
2.0	Construction Administration and Observation													
2.1	General Administration (incidental)													
2.2	Pre-Construction Conferences	300	1,800										\$ 2,066	
2.3	Schedules												\$ -	
2.4	Survey Baselines and Benchmarks												\$ -	
2.5	Daily Field Reports												\$ -	
2.6	Aerial Photographs						52,500						\$ 55,125	
2.7	Observation of Construction	6,000	1,500										\$ 5,085	
2.8	Project Meetings	7,200	675										\$ 4,921	
2.9	Deviations, Deficiencies, Non-Conforming Work												\$ -	
2.10	Design Conflicts												\$ -	
2.11	Clarifications, Interpretations, Field Orders												\$ -	
2.12	Change Orders and Work Change Directives												\$ -	
2.13	Shop Drawings, Submittals, and Samples												\$ -	
2.14	Substitutes												\$ -	
2.15	Inspections and Tests												\$ -	
2.16	Geotechnical Instrumentation and 3rd Party Complaint Management												\$ -	
2.16.1	Geotechnical Instrumentation												\$ -	
2.16.2	Third-party Complaint Management												\$ -	
2.17	Quality Control and Inspection Plan												\$ -	
2.18	Project Documentation and Records												\$ -	
2.19	Disagreements between Owner and Contractor												\$ -	
2.20	Disputes Resolution Board												\$ -	
2.21	Escrow Bid Documents												\$ -	
2.22	Applications for Payment												\$ -	
2.23	Certificates, O&Ms												\$ -	
2.24	Welding and Coating Inspections												\$ -	
2.25	Startup and Commissioning	1,260	420										\$ 1,179	
2.26	Factory Witness Testing		1,500			5,000							\$ 6,825	
2.27	Risk Management												\$ -	
2.28	Substantial and Interim Completions	840	280										\$ 786	
2.29	Contractor's Completion Documents												\$ -	
2.3	Final Notice of Acceptability of Work	200	50										\$ 170	
2.31	Record Drawings			1,500									\$ 1,575	
2.32	Limitation of Responsibility (incidental)												\$ -	
2.33	Project Close-out	120	30										\$ 102	
2.34	TWDB Close-out Procedures												\$ -	
3.0	Agency and Stakeholder Coordination													
3.1	Village of Volente												\$ -	
3.1.1	Town-hall Presentations (2)	480	200										\$ 491	
3.1.2	Roadway Assessment Support												\$ -	
3.1.3	Traffic Management												\$ -	
3.1.4	Complaint Management												\$ -	
3.1.5	Insurance Coordination												\$ -	
3.2	USACE												\$ -	
3.2.1	Pre-Construction Meeting	60											\$ 36	
3.2.2	NWP 39 Reverification												\$ -	
3.2.3	Final Compliance Report												\$ -	
3.3	TCEQ	60											\$ 36	
3.4	PEC	120											\$ 71	
3.5	Travis County												\$ -	
3.5.1	Pre-Construction Meeting	120											\$ 71	
3.5.2	Roadway Assessments												\$ -	
3.5.3	Traffic Management												\$ -	
3.5.4	Complaint Management												\$ -	
3.5.5	Private Water Quality Control Maintenance Plan												\$ -	
3.5.6	Concurrence Letter												\$ -	
3.6	City of Austin												\$ -	
3.6.1	Pre-Construction Meeting	120											\$ 71	
3.6.2	Progress Reports												\$ -	
3.6.3	Concurrence Letter												\$ -	
3.7	LCRA	120											\$ 71	
Total Expenses Effort		\$ 9,945	\$ 6,778	\$ 1,575	\$ -	\$ 5,250	\$ 55,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,681	

Brushy Creek Regional Utility Authority (BCRUA) Phase 2 Raw Water Delivery System - Construction Phase Services 4/20/2022 Detailed Cost Breakdown - Engineering Team													Project Fee Summary	
													Basic Services	\$9,241,645
													Total Project	\$9,241,645
Task	Subconsultants	Schnabel	KFA	Jacobs	Moonin	JHE	HOT Inspection	NHC	FNI (JV Partner)				Total Sub Effort	
1.0	Project Management													
1.1	Construction Management Plan	7,408							1,010				\$ 8,788	
1.2	Project Administration	26,719	64,099			26,445			639,723				\$ 762,849	
1.3	BCRUA Board Meetings (60)	11,228											\$ 11,789	
1.4	Public Website								53,076				\$ 53,076	
2.0	Construction Administration and Observation													
2.1	General Administration (incidental)													
2.2	Pre-Construction Conferences	16,302	11,427						39,384				\$ 68,499	
2.3	Schedules	9,555							194,093				\$ 204,126	
2.4	Survey Baselines and Benchmarks												\$ -	
2.5	Daily Field Reports	32,172											\$ 33,781	
2.6	Aerial Photographs												\$ -	
2.7	Observation of Construction	89,741	29,677										\$ 125,389	
2.8	Project Meetings	14,849	65,966						269,193				\$ 354,049	
2.9	Deviations, Deficiencies, Non-Conforming Work	7,919											\$ 8,315	
2.10	Design Conflicts	9,899							84,263				\$ 94,657	
2.11	Clarifications, Interpretations, Field Orders	9,899	19,744						152,997				\$ 184,122	
2.12	Change Orders and Work Change Directives	7,919	16,436						407,638				\$ 433,211	
2.13	Shop Drawings, Submittals, and Samples	82,138	60,523	17,000				10,000	444,503				\$ 622,647	
2.14	Substitutes	9,899	9,501						24,532				\$ 44,902	
2.15	Inspections and Tests	25,230	11,746						19,920				\$ 58,745	
2.16	Geotechnical Instrumentation and 3rd Party Complaint Management													
2.16.1	Geotechnical Instrumentation	418,578											\$ 439,507	
2.16.2	Third-party Compliant Management	33,640											\$ 35,322	
2.17	Quality Control and Inspection Plan	2,704											\$ 2,839	
2.18	Project Documentation and Records	11,247											\$ 11,809	
2.19	Disagreements between Owner and Contractor	8,746	6,985						23,406				\$ 39,924	
2.20	Disputes Resolution Board	47,468							6,084				\$ 55,925	
2.21	Escrow Bid Documents	2,328											\$ 2,444	
2.22	Applications for Payment	3,964											\$ 4,162	
2.23	Certificates, O&Ms		2,158	3,000					52,837				\$ 58,253	
2.24	Welding and Coating Inspections						330,000						\$ 346,500	
2.25	Startup and Commissioning					646,930		10,000	35,033				\$ 724,810	
2.26	Factory Witness Testing								93,496				\$ 93,496	
2.27	Risk Management	55,702	28,826		335,563				102,814				\$ 543,910	
2.28	Substantial and Interim Completions	8,172	9,708						115,619				\$ 134,393	
2.29	Contractor's Completion Documents												\$ -	
2.3	Final Notice of Acceptability of Work		5,695						7,355				\$ 13,335	
2.31	Record Drawings	10,271	13,572						129,643				\$ 154,678	
2.32	Limitation of Responsibility (incidental)													
2.33	Project Close-out	5,373											\$ 5,642	
2.34	TWDB Close-out Procedures												\$ -	
3.0	Agency and Stakeholder Coordination													
3.1	Village of Volente													
3.1.1	Town-hall Presentations (2)												\$ -	
3.1.2	Roadway Assessment Support								22,911				\$ 22,911	
3.1.3	Traffic Management								26,975				\$ 26,975	
3.1.4	Complaint Management								12,104				\$ 12,104	
3.1.5	Insurance Coordination												\$ -	
3.2	USACE													
3.2.1	Pre-Construction Meeting								4,024				\$ 4,024	
3.2.2	NWP 39 Reverification								5,970				\$ 5,970	
3.2.3	Final Compliance Report								9,973				\$ 9,973	
3.3	TCEQ												\$ -	
3.4	PEC								10,826				\$ 10,826	
3.5	Travis County													
3.5.1	Pre-Construction Meeting		1,014						4,430				\$ 5,495	
3.5.2	Roadway Assessments								26,378				\$ 26,378	
3.5.3	Traffic Management								93,373				\$ 93,373	
3.5.4	Complaint Management								12,104				\$ 12,104	
3.5.5	Private Water Quality Control Maintenance Plan								1,178				\$ 1,178	
3.5.6	Concurrence Letter		1,566						1,178				\$ 2,822	
3.6	City of Austin													
3.6.1	Pre-Construction Meeting												\$ -	
3.6.2	Progress Reports												\$ -	
3.6.3	Concurrence Letter												\$ -	
3.7	LCRA								18,737				\$ 18,737	
NA	Negotiated Reduction from Escalation Cap								(27,000)				\$ (27,000)	
Total Subconsultants Effort		\$ 1,017,524	\$ 376,575	\$ 21,000	\$ 352,341	\$ 707,044	\$ 346,500	\$ 21,000	\$ 3,119,780	\$ -	\$ -	\$ -	\$ 5,961,764	

Appendix 1 to Exhibit D (FNI Detailed Cost Breakdown)

[illegible]

Brushy Creek Regional Utility Authority (BCRUA) Phase 2 Raw Water Delivery System - Construction Phase Service 5/6/2022 Detailed Cost Breakdown - Engineering Team - FNI																																		Project Fee Summary	
																																		Basic Services	\$3,119,781
																																		Total Project	\$3,119,781
Phase	Task	Expenses	Miles	Meals	Printing	Hotel	Travel	Web Services	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Other	Total Expenses		
	1.0	Project Management	\$	0.585	\$	1.05	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$
	1.1	Construction Management Plan																																\$	-
	1.2	Project Administration																																\$	-
	1.3	BCRUA Board Meetings (80)																																\$	-
	1.4	Public Website						500																										\$	525
	2.0	Construction Administration and Observation																																\$	-
	2.1	General Administration (Incidental)																																\$	-
	2.2	Pre-Construction Conferences	3120	180																														\$	2,015
	2.3	Schedules																																\$	-
	2.4	Survey Baselines and Benchmarks																																\$	-
	2.5	Daily Field Reports																																\$	-
	2.6	Aerial Photographs																																\$	-
	2.7	Observation of Construction																																\$	-
	2.8	Project Meetings	9460	1040																														\$	6,627
	2.9	Deviations, Deficiencies, Non-Conforming Work																																\$	-
	2.10	Design Conflicts																																\$	-
	2.11	Clarifications, Interpretations, Field Orders																																\$	-
	2.12	Change Orders and Work Change Directives																																\$	-
	2.13	Shop Drawings, Submittals, and Samples																																\$	-
	2.14	Substitutes																																\$	-
	2.15	Inspections and Tests																																\$	-
	2.16	Geotechnical Instrumentation and 3rd Party Complaint Management																																\$	-
	2.16.1	Geotechnical Instrumentation																																\$	-
	2.16.2	Third-party Complaint Management																																\$	-
	2.17	Quality Control and Inspection Plan																																\$	-
	2.18	Project Documentation and Records																																\$	-
	2.19	Disagreements between Owner and Contractor																																\$	-
	2.20	Disputes Resolution Board																																\$	-
	2.21	Escrow Bid Documents																																\$	-
	2.22	Applications for Payment																																\$	-
	2.23	Certificates, O&Ms																																\$	-
	2.24	Startup and Commissioning	370	20																														\$	238
	2.25	Factory Witness Testing	550				1100																											\$	1,477
	2.26	Risk Management	900																															\$	527
	2.27	Substantial and Interim Completions	5810	320																														\$	3,735
	2.28	Contractor's Completion Documents																																\$	-
	2.29	Final Notice of Acceptability of Work	370	20																														\$	238
	2.30	Record Drawings																																\$	-
	2.31	Limitation of Responsibility (Incidental)																																\$	-
	2.32	Project Close-out																																\$	-
	2.33	TWDB Close-out Procedures																																\$	-
	3.0	Agency and Stakeholder Coordination																																\$	-
	3.1	Village of Volante																																\$	-
	3.1.1	Town-hall Presentations (2)																																\$	-
	3.1.2	Roadway Assessment Support	430	60																														\$	315
	3.1.3	Traffic Management																																\$	-
	3.1.4	Complaint Management																																\$	-
	3.1.5	Insurance Coordination																																\$	-
	3.2	USACE																																\$	-
	3.2.1	Pre-Construction Meeting	380	20																														\$	244
	3.2.2	NWP 39 Reverification																																\$	-
	3.2.3	Pre- and post-construction inspections and compliance letter	760	40																														\$	487
	3.3	TCEQ																																\$	-
	3.4	PEC																																\$	-
	3.5	Trawls County																																\$	-
	3.5.1	Pre-Construction Meeting	260	40																														\$	195
	3.5.2	Roadway Assessments	430	60																														\$	315
	3.5.3	Traffic Management																																\$	-
	3.5.4	Complaint Management																																\$	-
	3.5.5	Private Water Quality Control Maintenance Plan																																\$	-
	3.5.6	Concurrence Letter																																\$	-
	3.6	City of Austin																																\$	-
	3.6.1	Pre-Construction Meeting																																\$	-
	3.6.2	Progress Reports																																	

Appendix 1 to Exhibit D
(FNI Detailed Cost Breakdown)

Appendix 1 to Exhibit D

Brushy Creek Regional Utility Authority Phase 2 Raw Water Delivery System - Construction Phase Services Detailed Cost Breakdown - Field Team									
Description	Firm	Name	Level of Effort	Start	End	Rate \$ / Hr*	Total Fee	FTE Months	Total Hours
Construction Management							\$4,817,410		
Construction Manager	WP	Joerg Moser	1.1	6/1/2022	8/1/2027	\$ 298	\$3,763,108	69	12,003
Contract Administration Lead	FNI	Kent Power	0.3	6/1/2022	3/31/2027	\$ 188	\$620,069	17	3,014
Document Control	WP	Megan Yen	0.2	6/1/2022	7/1/2027	\$ 125	\$296,659	12	2,148
Construction Management Coordinator	FNI	Brent Millar	0.05	6/1/2022	3/31/2027	\$ 240	\$137,573	3	522
Tunnels And Shafts Field Services							\$3,704,287		
Tunnels & Shafts Resident Engineer	SCH	Matt Koziol	1.1	7/1/2022	4/30/2025	\$ 215	\$1,472,931	37	6,478
T&S Senior Field Representative - Shift 1	SCH	Denver Chandler	1.5	9/1/2022	3/1/2025	\$ 165	\$1,407,486	47	8,054
T&S Senior Field Representative - Shift 2	SCH	TBD	1.5	7/1/2023	12/31/2024	\$ 165	\$823,869	27	4,677
Facilities Field Services							\$4,648,667		
Field Services Lead	FNI	David Cannaliato	1.0	6/1/2022	5/31/2027	\$ 208	\$2,380,540	60	10,392
Facilities Field Representative 1	WP	TBD	1.0	9/1/2025	1/31/2027	\$ 145	\$496,112	17	2,945
Facilities Field Representative 2	FNI	Will Flanigin	1.0	6/1/2025	12/31/2026	\$ 135	\$512,355	19	3,291
Marine/Facilities Field Representative	FNI	Junior Henson	1.0	1/1/2023	6/30/2026	\$ 145	\$1,154,659	42	7,275
Underwater Inspection	OUU	US Underwater					\$105,000	0	0
Miscellaneous							\$229,885		
Miscellaneous, Specialty PPE				8/1/2022	12/31/2026		\$3,616		
Work Boat				9/1/2022	12/31/2024		\$45,616		
IBC Special Inspections				6/1/2025	12/31/2026		\$0		
Underwater Inspections - Amphibious ROV				1/1/2023	6/30/2025		\$10,500		
Office Supplies				6/1/2022	3/31/2027		\$6,300		
Observation Cameras				8/1/2022	12/31/2026		\$97,435		
Information Technology				7/1/2022	12/31/2026		\$40,872		
Meals, others				7/1/2022	12/31/2026		\$25,545		
Total Field Services Fee Totals							\$13,400,248	351	60,799

* 4% annual escalation except CM at 2% escalation

Appendix 2 to Exhibit D
Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Classification	Rate	Classification	Rate
Manager VII/Principal	\$300/hour	Professional VII	\$125-150/hour
Manager VI	\$290-299/hour	Environmental III	\$250-275/hour
Manager V	\$270-289/hour	Environmental II	\$210-249/hour
Manager IV	\$255-269/hour	Environmental I	\$180-209/hour
Manager III	\$240-254/hour	Professional VI	\$110-124/hour
Senior Engineer IV	\$275-290/hour	Professional V	\$100-109/hour
Senior Engineer III	\$250-274/hour	Professional IV	\$95-99/hour
Senior Engineer II	\$225-249/hour	Professional III	\$90-94/hour
Senior Engineer I	\$200-224/hour	Contract Admin Lead	\$185-195/hour
Survey Manager	\$200-215/hour	Construction Manager IX	\$280-300/hour
Project Manager IX	\$225-240/hour	Construction Manager VIII	\$250-279/hour
Project Manager VIII	\$215-224/hour	Field Representative VII	\$224-244/hour
Project Manager V	\$185-214/hour	Field Representative VI	\$190-224/hour
Project Manager IV	\$175-184/hour	Field Representative V	\$170-189/hour
Project Manager III	\$165-174/hour	Field Representative IV	\$149-169/hour
Project Manager II	\$150-164/hour	Field Representative III	\$125-149/hour
Project Manager I	\$140-149/hour	Technician XII	\$175-185/hour
Project Engineer IV	\$150-165/hour	Technician XI	\$160-174/hour
Project Engineer III	\$135-149/hour	Technician X	\$150-159/hour
Project Engineer II	\$120-134/hour	Technician IX	\$140-149/hour
Project Engineer I	\$110-119/hour	Technician VIII	\$125-139/hour
Project Scheduler	\$185-200/hour	Technician VII	\$110-124/hour
Tunnel Resident Engineer	\$215-230/hour	Technician VI	\$95-109/hour
Commissioning SME	\$247-260/hour	Technician V	\$90-94/hour
Commissioning Engineer	\$185-200/hour	Technician IV	\$80-89/hour
Commissioning Specialist	\$190-210/hour	Support Staff V	\$100-120/hour
Welding Inspector	\$120-150/hour	Support Staff IV	\$90-99/hour
Risk Management Lead	\$321-350/hour	Support Staff III	\$80-89/hour
RM Sr. Associate	\$290-340/hour	Support Staff II	\$70-79/hour
RM Associate	\$245-289/hour	Support Staff I	\$60-69/hour
RM Technical Associate	\$185-220/hour	3-Man Crew	\$225-250/hour
Website Specialist	\$170-185/hour	2-Man Crew	\$165-224/hour



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Discuss and consider action on the appointment of a council liaison to the Public Art Commission.

BACKGROUND:

Councilmember Shaw was appointed by Leander City Council as the LPAC Council Liaison in November 2020. His appointment will end on July 7, 2022 when the newly elected Councilmember Place 3 takes office.

PRESENTER:

Council Directive



EXECUTIVE SUMMARY
06/16/2022

AGENDA SUBJECT:

Discuss and consider action on establishing a Memorial Day ceremony to be held the Saturday prior to the holiday in conjunction with the Boy Scouts laying of flags.

BACKGROUND:

Memorial Day is an American holiday, observed on the last Monday of May, honoring the men and women who died while serving in the U.S. military. The first national observance occurred May 30, 1868, and Memorial Day became a federal holiday in 1971. Many Americans observe Memorial Day by visiting cemeteries or memorials, holding family gatherings, and participating in parades. It also marks the beginning of summer.

The event is proposed to be similar in form to the city's annual Veterans Day ceremony at Veterans Park, and it would be hosted the Saturday prior to Memorial Day each year. Proposed locations could be Veterans Park (city property) or Bagdad Cemetery (managed by the Bagdad Cemetery Association). If activities were conducted at Bagdad Cemetery, it's possible they could also be held in conjunction with the annual laying of U.S. flags at cemetery grave sites by Boy Scouts of America.

PRESENTER:

Council Directive
