



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - May 4, 2023
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Joint workshop with Parks and Recreation Advisory Board to discuss the San Gabriel Athletic Complex Master Plan.
4. Development Services Dashboard Tutorial.
5. Discuss current and potential short-term rental regulations in the city.

REGULAR MEETING – CONVENE AT 7:00 PM

6. Open Meeting, Invocation, presenting of Colors by Leander Police Department Honor Guard and Pledges of Allegiance.
7. Roll Call.
8. 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.]

9. Recognitions/Proclamations/Visitors.
- Band of Hills 25th Anniversary
 - Older Americans Month (May)
 - National Day of Prayer (May 4)
 - Falun Dafa Day (May 13)
 - National Police Week (May 14-20)

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on April 20, 2023.
11. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-22-0001 to amend the current zoning of SFT-2-B (Single-Family Townhouses) to adopt the Hero Way Townhouses PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouses) on two (2) parcels of land approximately 5.58 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; and more commonly known as 11675 Hero Way West, Leander, Williamson County, Texas.
12. Approval of an Interlocal Agreement by and between the City of Leander and the City of Cedar Park for the design, construction, operation, and maintenance of the drought contingency raw water intake; and authorize the City Manager to execute any and all necessary documents.
13. Acceptance of public infrastructure improvements for Northline Blocks C, D, L, and M.
14. Acceptance of public infrastructure improvements for Palmera Bluff Section 6.
15. Acceptance of public infrastructure improvements for Travisso Phase 5 Section 1 Reclaimed Irrigation and Landscaping.
16. Approval of Sandy Creek Water Treatment Plant Services Agreement by and between the Brazos River Authority (BRA) and the City of Leander updating and formalizing the rights and obligations of each party relative to the operation and management of the Sandy Creek Water Treatment Plant and related facilities; and authorize the City Manager to execute any and all necessary documents.
17. Approval of Task Order KSA-03 with KSA Engineers, Inc., for design, bid, and construction administration services related to the utility improvements of East Street from Evans Street to South Street, and street improvements of East Street from Evans Street to Broade Street (CIP WW.49) in the amount of \$209,025.00; and authorize the City Manager to execute any and all necessary documents.
18. Approval of Amendment No. 6 to a Professional Services Agreement with BGE, Inc. under Task Order BGE-1, to provide on-site engineering support and assist in plan review in the amount of \$78,000.00 for a new agreement total of \$555,500.00; and authorize the City Manager to execute any and all necessary documents.
19. Approval of a Professional Services Proposal under S23-011 with Ardurra Group, Inc. for Owner's Representative Services related to procurement for the Advanced Metering Infrastructure (AMI) system in the amount of \$886,818.00; and authorize the City Manager to execute any and all necessary documents.

20. Approval of Task Order KFA-59 with K Friese & Associates, Inc. for professional services related to the City-Wide Letter of Map Revision (LOMR) – Phase 1 to the Upper Brushy Creek Watershed to remap flood hazard zones for North Fork Brushy Creek, South Fork Brushy Creek, Mason Creek, Block House Creek, Brushy Creek, and all their currently mapped tributaries to the confluence of Brushy Creek and Block House Creek in the amount of \$369,986.00; and authorize the City Manager to execute any and all necessary documents.
21. Approval of a Resolution submitting projects to Williamson County for a possible November 2023 Bond Election.

PUBLIC HEARING: ACTION

22. Conduct a Public Hearing regarding Zoning Case Z-22-0045 to amend the current zoning of GC-3-C (General Commercial) to adopt the Leander Collective Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 2.97 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R606834 and R606835; and commonly known as 133 and 156 Collective Way, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-22-0045 as described above.
23. Conduct a Public Hearing regarding Zoning Case Z-23-0060 to amend the current zoning of SFR-1-B (Interim Single-Family Rural) to SFR-2-B (Single-Family Rural) on one (1) parcel of land approximately 12.396 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R605507; located to the west of the intersection of CR 281 and N. Bagdad Road, Leander, Williamson County, Texas. **[THIS ITEM WAS WITHDRAWN BY APPLICANT]**
24. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0059 to adopt the Northline PUD Amendment #2 (Planned Unit Development) to update VI Chapter 6, A, 14 and add Exhibit L to the Northline PUD on one (1) parcel of land approximately 12.718 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R458187; and generally located to the southwest of the intersection of San Gabriel Parkway and Main Street, Leander, Williamson County, Texas. **[THIS ITEM WAS WITHDRAWN BY APPLICANT]**

REGULAR AGENDA

25. Discuss and consider action on ratifying the City Manager's appointment of Edna Staudt as Municipal Court Associate Judge No. 3 and administer oath of office.
26. Discuss and consider a Resolution authorizing BCRUA General Manager to purchase approximately fourteen hundred (1,400 LF) linear feet of thirty-six (36)- inch ductile-iron pipe from Smith Pump Company, Inc. in the amount of \$2,226,974.50 of which Leander's financial obligation will be \$1,039,328.99.
27. Discuss and consider a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 9,858 square foot reclaimed waterline easement and a 16,451 square foot temporary construction easement (both as described in Exhibit "x1") from that 23.402 acre tract conveyed by Warranty Deed to House-Cross and Associates and recorded as Document Number 2022071653 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a reclaimed water line.

28. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
29. Council Member Closing Statements.
30. Convene into Executive Session pursuant to Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, to deliberate with legal counsel regarding the legal impact of bills affecting cities filed during the 88th Legislative Session.
Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding bills affecting cities filed during the 88th Legislative Session.
31. 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 28 day of April 2023 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.


Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Approval of the minutes for meeting held on April 20, 2023.

BACKGROUND:

Attached are minutes for meeting held on April 20, 2023.

PRESENTER:

Dara Crabtree, City Secretary

Attachments

1. Draft Minutes



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday - April 20, 2023



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

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Opened meeting at 6:03 p.m.
2. Roll call reflected all present.
3. Discuss proposed amendments to the political sign ordinance including: maximum of 5 signs per candidate or proposition at each polling location; signs not to exceed 18" X 24"; only allow H stakes for in ground signs (stringing of signs, single stakes or tying of signs together is prohibited); signs removed within 24 hours after polls closes; stationary signs cannot be stacked; tents allowed; can hold signs and wave signs when polling locations are open and maintain the required distance from polling location entrances; and any violation will result in the immediate removal by Code Enforcement.
4. Discuss Board, Committee, and Commission roles and responsibilities including: Council determined all boards subject to open meetings act unless expressly noted in the ordinance creating the board; reason called advisory boards; who can and cannot meet in executive session; focus narrow enough to mission to provide direction for boards; re-write of economic development committee to narrow focus; business retention; surveys; issues with committees; streamline the boundaries for boards and be consistent across the boards; make it clear for the boards and staff; EDC - Business Retention Expansion focus; small business advocate; direct staff to re-write the ordinance and bring back for a future meeting; preference given to brick and mortar business owners; council send suggestion narrowing the scope and focus of board; what does your department need and focus on that; staff bring back on all boards narrowing scope for council to vet and how they can help staff; simplistic define rolls for staff and committees along with SOPs for the boards; include volunteers and staff with events; sub-committee of Mayor, Councilmember Mattke Longoria and Mayor Pro Tem Thompson along with City Attorney and City Secretary.

Adjourned at 6:49 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Opened Meeting at 7:02 p.m., Invocation provided by Mayor Pro Tem Thompson and Mayor Christine led the Pledges of Allegiance.

6. Roll call reflected all present.

7. Public comments on items not listed in the agenda. No one spoke.

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.]

8. Leander History including Mason Heritage Days; over 600 attended; activities at the event; and ideas on how to improve house tours.

9. Recognitions/Proclamations/Visitors.

- Community Wildfire Protection Plan
- Clean Air Awareness Week (May 1-5)

CONSENT AGENDA: ACTION

Mayor Christine announced Item 15 was pulled from the consent agenda and will be considered separately.

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Esme Mattke Longoria to approve consent agenda items 10 through 14 and 16 through 20.

Vote: 7 - 0

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

11. Approval of BuyBoard Contract 648-21 with Axon Enterprises, Inc for the supply, installation and maintenance of equipment and services associated with the AXON Patrol Fleet recording systems (in-car cameras) within the Leander Police Department, for a five (5)- year contract in the amount of \$86,075.28 over the term of the contract; providing for terms and conditions; and authorize the City Manager to execute any and all necessary documents and renewals.

12. Approval of Buyboard Contract 601-19 for the purchase of one (1) replacement Police Tahoe from Caldwell County Chevrolet in the amount of \$66,102.00; and authorize the City Manager to execute any and all necessary documents.

13. Approval of Buyboard Contract 601-19 for the purchase of a 2022 Ford F-350 truck from Rush Truck Center, Dallas, Texas, in the amount of \$118,500.00; and authorize the City manager to execute any and all necessary documents.

14. Approval of purchase from Motorola Solutions, Inc. for ten (10) Police Department hand-held radios and ancillary services and equipment in the amount of \$60,503.50 and nine (9) Police Department in-car radios and ancillary services and equipment in the amount of \$53,230.77; and authorize the City Manager to execute any and all necessary documents.
15. Approval of a waiver extension of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Cadence McShane Construction to provide for construction activities through to August 31, 2023, beginning at 3:00 a.m. for the Blockhouse Creek Farms project site located at 14951 Ronald W. Reagan Boulevard; and the contractor will post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Becki Ross to approve waiver extension of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Cadence McShane Construction to provide for construction activities through to August 31, 2023, beginning at 3:00 a.m. for the Blockhouse Creek Farms project site located at 14951 Ronald W. Reagan Boulevard; and the contractor will post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities following a discussion with the following conditions: post signs in neighborhood entrances, HOA notify residents, each of the 15 houses receive a 48-hour notice, and if receive code violations notify council for consideration of revoking the waiver.

Vote: 7 - 0

16. Approval of Whiskey Tango Foxtrot License Agreement, Case LA-23-0010, to allow for the installation and maintenance of landscaping and irrigation within portions of the right-of-way of West Broade Street, Leander, Williamson County, Texas; and authorize the City Manager to execute any and all necessary documents.
17. Approval of Travisso Subdivision License Agreement Addendum for additional radar display signs, Case LA-23-0011, to allow for the installation and maintenance of two (2) pole mounted radar speed signs within portions of the right-of-way of Siena Sunset Road, Leander, Williamson County, Texas; and authorize the City Manager to execute any and all necessary documents.
18. Approval of the extension of the application expiration for Subdivision Case FP-21-0019 Rosenbusch Phase 4 Final Plat; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.
19. Approval of the extension of the application expiration for Subdivision Case PICP-21-0017 Rosenbusch Ranch Phase 4 construction plan; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.
20. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-22-0052 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the 183A Plaza Minor PUD (Planned Unit Development) with a base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 9.61 acres ± in size, more particularly described by Williamson Central Appraisal District parcel R461862; and generally located approximately 700 feet southeast of the intersection of 183A Toll Road and Aven Way, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

21. Mayor Christine opened a Public Hearing at 7:44 p.m. regarding Subdivision Case CP-22-0014 to adopt the Sullivan Tract Concept Plan on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022741, R022921, R022922, R356046, R473837, R022923, R473838, R473839, and R022920; generally located west of the intersection of N. Bagdad Road and Oak Creek Road, Leander, Williamson County, Texas. No one spoke in favor of the request. Chrystal Pardue, 3312 Whit Creek Trail; Kristi France, 2216 Live Oak Road; Erin Davis, 2208 Lookout Knoll Drive; Erica Curry, 2204 Whitt Falls Circle; Nathan Walter, 295 CR 281; Keith Michel, 3201 Whitt Park Path; Boyd Henry, 2565 CR 279; Brian Budak, 2209 Live Oak Road; Debbie Almond, 2204 Whitt Oak Court; Grant Almond, 2204 Whitt Oak Court; Marilyn Hovan, 2201 Live Oak Road spoke in opposition of the request. The following submitted comments of opposition via the website Mark Wetzel, 2205 Whitt Falls Cove. The following submitted their position to be read into the record via the website Scott Purdue, 3312 Whitt Creek Trail; Rebecca Michel, 3201 Whitt Park Path. The Public Hearing closed at 8:15 p.m.

- Discuss and consider action regarding Subdivision Case CP-22-0014 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve Subdivision Case CP-22-0014 to adopt the Sullivan Tract Concept Plan on nine (9) parcels of land approximately 308.288 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R022741, R022921, R022922, R356046, R473837, R022923, R473838, R473839, and R022920; generally located west of the intersection of N. Bagdad Road and Oak Creek Road, Leander, Williamson County, Texas, following a discussion.

Vote: 7 - 0

22. *[City Council took a brief recess at 8:23 p.m.; reconvened at 8:43 p.m.]*

Mayor Christine opened a Public Hearing at 8:35 p.m. regarding Subdivision Case CP-22-0016 and Variance Case VA-23-0010 to adopt the Shops at Bagdad Square Concept Plan, Preliminary Plat and Variance on one parcel of land approximately 4.672 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R519003; generally located northeast of the intersection of S. Bagdad Road and Marsala Circle, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 8:35 p.m.

- Discuss and consider action regarding Subdivision Case CP-22-0016 and Variance Case VA-23-0010 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Subdivision Case CP-22-0016 and Variance Case VA-23-0010 to adopt the Shops at Bagdad Square Concept Plan, Preliminary Plat and Variance on one parcel of land approximately 4.672 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R519003; generally located northeast of the intersection of S. Bagdad Road and Marsala Circle, Leander, Williamson County, Texas.

Vote: 7 - 0

23. Mayor Christine opened a Public Hearing at 8:37 p.m. regarding Subdivision Case CP-22-0018 to adopt the Leander Independent School District Elementary No. 30 Concept Plan and Preliminary Plat on one (1) parcel of land approximately 31.417 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R624045; generally located northwest of the intersection of W. San Gabriel Parkway and Frontenac Street, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 8:37 p.m.

- Discuss and consider action regarding Subdivision Case CP-22-0018 as described above.

Motion by Councilmember Becki Ross, Seconded by Mayor Pro Tem Na'Cole Thompson to approve Subdivision Case CP-22-0018 to adopt the Leander Independent School District Elementary No. 30 Concept Plan and Preliminary Plat on one (1) parcel of land approximately 31.417 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R624045; generally located northwest of the intersection of W. San Gabriel Parkway and Frontenac Street, Leander, Williamson County, Texas.

Vote: 7 - 0

24. Mayor Christine opened a Public Hearing at 8:38 p.m. regarding Zoning Case Z-22-0001 to amend the current zoning of SFT-2-B (Single-Family Townhouses) to adopt the Hero Way Townhouses PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouses) on two (2) parcels of land approximately 5.58 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; and more commonly known as 11675 Hero Way West, Leander, Williamson County, Texas. No one spoke in favor or opposition. The Public Hearing closed at 8:38 p.m.

- Discuss and consider action regarding Zoning Case Z-22-0001 as described above.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalione-Parker to approve Zoning Case Z-22-0001 to amend the current zoning of SFT-2-B (Single-Family Townhouses) to adopt the Hero Way Townhouses PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouses) on two (2) parcels of land approximately 5.58 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; and more commonly known as 11675 Hero Way West, Leander, Williamson County, Texas with the PUD Notes redline.

Vote: 7 - 0

REGULAR AGENDA

25. Discuss and consider action regarding Subdivision Case PP-22-0019 regarding Gabriel's Horn Preliminary Plat on four (4) parcels of land approximately 17.82 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R473804, R500871, R500872, and R022218; generally located at the northwest corner of Ronald W. Reagan Boulevard and Gabriel's Horn Road, Leander, Williamson County, Texas.

Motion by Councilmember Chris Czernek, Seconded by Councilmember Kathryn Pantalion-Parker to approve Subdivision Case PP-22-0019 regarding Gabriel's Horn Preliminary Plat on four (4) parcels of land approximately 17.82 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R473804, R500871, R500872, and R022218; generally located at the northwest corner of Ronald W. Reagan Boulevard and Gabriel's Horn Road, Leander, Williamson County, Texas.

Vote: 7 - 0

26. Discussed proposed road and park projects for a possible Williamson County bond election in November 2023 including: San Gabriel River Trail; Brushy Creek Trail; Crystal Falls Parkway; CR 270 (Bagdad Road); and Stormwater Master Plan.
27. Discuss and consider award of Solicitation S23-006 to Bennet Paving, Inc. for the Roadway Rehabilitation Fiscal Year 2023 project; and authorize the City Manager to execute any and all necessary documents.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Kathryn Pantalion-Parker to award of Solicitation S23-006 to Bennet Paving, Inc. for the Roadway Rehabilitation Fiscal Year 2023 project utilizing Option 1 using 2022 Transportation Certification of Obligation (COs) to include Base Bid + all Alternates; and authorize the City Manager to execute any and all necessary documents, following a discussion.

Vote: 7 - 0

28. Discuss and consider action on appointments to fill unexpired terms to the following boards, commissions and committees: Board of Adjustment, Economic Development Committee and Parks & Recreation Advisory Board.

Motion by Mayor Christine DeLisle, Seconded by Councilmember Esme Mattke Longoria to appoint Cheryl McLaurin and Marcia Back to the Parks and Recreation Advisory Board to fill unexpired terms.

Vote: 7 - 0

29. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
 - Place the sign ordinance on May Planning & Zoning agenda, if possible.

30. Council Member Closing Statements.

Kathryn Pantalion-Parker - commented Friday was San Jacinto Day.

Esme Mattke Longoria - commented this is third council meeting had storms; and reminded everyone to sign up for Warn Texas Central Texas weather app.

Christine DeLisle - commented dinner was from Brooklyn Heights; reminded everyone to shop local; upcoming events including kitefest; drug take back; family blaster battle and Active Adult trips; thanked Boy Scout Troop 161 for attending the meeting tonight; congratulated Leah Anderson on her marriage; and wished Councilmember Mattke Longoria a happy anniversary.

31. Convened into Executive Session at 9:23 p.m. pursuant to:
- (1) Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.072, Texas Government Code, to deliberate with legal counsel regarding the Lease Agreement between City of Leander and Ride or Die, LLC; and
 - (2) Section 551.072, Texas Government Code, to deliberate the acquisition of property located in Elijah D. Harmon Survey Abstract 6 for the purpose of a temporary construction easement for downtown fire improvements (CIP W.22).

Reconvened into open session at 9:37 p.m. to take action as deemed appropriate in the City Council's discretion regarding:

- (1) Lease Agreement between City of Leander and Ride or Die, LLC; and
- (2) Acquisition of property for a temporary construction easement for downtown fire improvements (CIP W.22).

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Becki Ross (Item 1) to terminate a Lease Agreement between City of Leander and Ride or Die, LLC; and authorize the City Manager to execute any and all necessary documents.

Vote: 7 - 0

Motion by Mayor Pro Tem Na'Cole Thompson, Seconded by Councilmember Becki Ross (Item 2) to authorize the purchase of property located in Elijah D. Harmon Survey Abstract 6 for the purpose of a temporary construction easement for downtown fire improvements (CIP W.22)

Vote: 7 - 0

32. Adjourned at 9:37 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

From: [PCR](#)
To: [Dara Crabtree](#)
Subject: Public Comments Request
Date: Tuesday, April 18, 2023 8:53:22 PM

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Submitted on Tuesday, April 18, 2023 - 8:53pm Form: Public Comments Request Form ID: 15331 Submission ID: 138671 Submitted values are:

Full Name Mark Wetzel

Do you live within Leander city limits? Yes

Home Address 2205 Whitt Falls Cv, Leander, TX 78641

Phone Number 5126059278

Email [REDACTED]

My comments apply to the following regular meeting: City Council

My comments apply to the following meeting date Thu, 04/20/2023

My agenda item or case number CP-22-0014

My position on the above agenda item or case number I am AGAINST this item.

I want to include comments at the meeting Yes. But I only want my written comments added to the meeting record.

My comments (optional)

I live within 200 ft of the Sullivan Tract this case refers to. There are two very concerning issues relating to the proposed plan that are within the power of the developer of the property to remedy and be a good partner with the city and Whitt Ranch.

1) Opening Live Oak and Whitt Creek Trail at the border of Whitt Ranch and the Sullivan Tract per the proposed plan will create safety issues for the neighborhood which is filled with young children and where there are no sidewalks. Whitt Ranch will become an easy pass through from the eventual continuation of Lakeline and Bagdad road. Council member Mahan mentioned the potential for the Developer to install crash gates to prevent this and still allow emergency vehicle access. I'd like to see the developer put crash gates at these 2 locations to prevent public traffic and maintain the current level of safety. This will also benefit the developer and residents of the Sullivan Tract once complete, by increasing the value of those properties by not allowing through public traffic.

2) The developer has located roughly 14 acres of Local Office property at the border of Whitt Ranch. While this may maximize their revenue, it is at the expense of the owners of the properties at Whitt Ranch. Their proposal reduces property value of Whitt Ranch and in the worst case creates unnecessary safety issues for the residents and children in the neighborhood. Again, the developer should be a good partner and relocate that area to the Northeast corner of the tract leaving ample revenue opportunity without impacting Whitt Ranch.

I believe addressing these 2 issues will be a great start for a partnership with Whitt Ranch and the city.

Thank you for the consideration.

Mark Wetzel

I want to upload a file with this form No

The results of this submission may be viewed at:

<https://www.leandertx.gov/node/15331/submission/138671>



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-22-0001 to amend the current zoning of SFT-2-B (Single-Family Townhouses) to adopt the Hero Way Townhouses PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouses) on two (2) parcels of land approximately 5.58 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; and more commonly known as 11675 Hero Way West, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The original SFT-2-B (Single-Family Townhouse) zoning was approved on June 17, 2021. This approval limited the density to nine (9) units per acre. The applicant is proposing the update to the zoning to reduce the setbacks and allow for private streets. More information may be found in the Planning Analysis.

Staff recommends approval of the Hero Way Townhouses PUD. The Planning & Zoning Commission recommended approval of the request during the March 23, 2023 meeting with the condition that an eight (8)- foot masonry wall is constructed between the proposed development and the cemetery property.

HISTORY/TIMELINE:

06/17/2021 – Zoning Approved
02/17/2022 – Concept Plan Approved
03/23/2023 – Planning & Zoning Commission, 1st Public Hearing
04/20/2023 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Rao's Consulting Engineers (Rao Vasamsetti) on behalf of Leander Hero Holdings, LLC.

RECOMMENDATION:

The City Council approved the request with the Planning & Zoning Commission recommendation during the April 20, 2023 meeting.

PRESENTER:

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

Attachments

1. Planning Analysis
2. Current Zoning
3. Future Land Use Map
4. Public Notification Map
5. Proposed Zoning
6. Aerial Map
7. PUD Notes
8. Letter of Intent
9. Neighborhood Outreach

10. Ordinance

11. P&Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-22-001 HERO WAY TOWNHOUSES PUD

GENERAL INFORMATION

Owner/Agent: Rao's Consulting Engineers (Rao Vasamsetti) on behalf of Leander Hero Holdings, LLC.

Current Zoning: SFT-2-B (Single-Family Townhouse)

Proposed Zoning: Hero Way Townhouses PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouse)

Size and Location: The property is located 11675 Hero Way West, including approximately 5.58 acres.

Staff Contact: Michael Chenausky AICP, Senior Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning of their property in order to develop a Single-Family Townhouse subdivision.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

This property currently has the SFT-2-B zoning category which would allow Single-Family Townhouse subdivision to be developed. The applicant is requesting the PUD zoning in order to provide flexibility on the how the base zoning SFT-2-A is achieved. The water resolution is not applicable to this project as the land uses and density have already been approved, this request is will not alter the basic intent of the existing allowable uses.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	GC-2-C	Undeveloped commercial properties
EAST	HC-4-D	Undeveloped commercial property
SOUTH	MF-2-B	South Street duplexes
WEST	SFU-2-B, HC-5-D, GC-3-C	Existing commercial development

SURROUNDING AREA:

This property is located on the south side of Hero Way and is set back roughly 500 ft. from the road. The property to the east is undeveloped land zoned for heavy commercial uses and the properties to the west include existing commercial and undeveloped land. The property directly north include projects under review or proposed commercial. The properties to the south are under construction duplexes.

PHYSICAL AND NATURAL FEATURES:

This property has some tree cover on the southern portion within the floodplain of the South Fork Brushy Creek.

PROPERTY HISTORY:

This property was annexed into the City of Leander on 07/29/1999.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 21-Z-010 requested a zone change from SFU-2-B to GC-2-C and SFT-2-B and was approved on 06/17/2021. This zoning was approved with a condition that the density is limited to 9 units per acre.

MAJOR CORRIDORS:

This property has access onto Hero Way West

TRANSPORTATION

This property will require an internal street network to provide access to Hero Way West from the residential portion on the southern portion of the property.

Development of this property would also be required to construct a 10' hike and bike trail along the South Branch Brushy Creek to continue the trail corridor.

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
Unidentified internal streets	Private street	internal to the subdivision	26' and 4' sidewalks
South Branch Brushy Creek Trail	Multi-Use Trail		10' Trail

EXISTING UTILITIES:

This property has access to water and wastewater utilities along Hero Way West (figures 1 & 2). This proposal includes approximately 5.5 acres of residential and 7.8 acres of commercial. The LUE estimate for SFT is roughly 10 units per acre or 55 LUEs. The commercial use allows for the development of small to large scale commercial, retail, and service uses located in high traffic areas (figure 3).

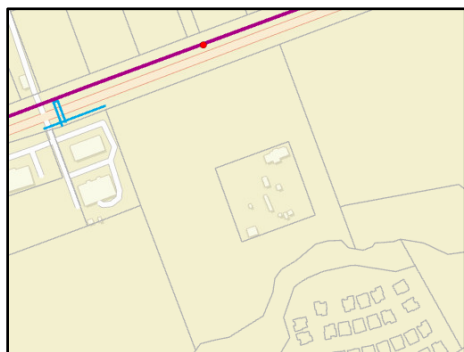


Figure 2 Water line

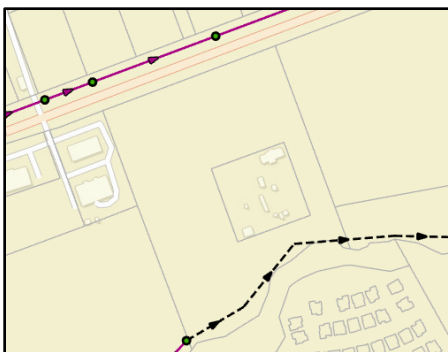


Figure 1 Wastewater line

CURRENT LAND USES:

This property currently has an existing single-family house.

PROPOSED ZONING DISTRICT:**USE COMPONENT****SFT – SINGLE FAMILY TOWNHOUSE:**

Features: 2,000 sq. ft. lot min; 700 sq. ft. living area min.

Intent: Development of single-family attached dwellings on very small sized lots and for other uses that are compatible and complimentary to attached residential development. A variety of lot sizes shall be provided within one half mile of major intersections such as arterials or collectors and along residential collectors. The higher density residential shall be located closest to major intersections such as arterials or collectors and transition to lower density uses further away from the major intersections. This component provides for higher density lots and serves as a transition between moderate size lots and higher density areas. This component is generally intended as follows:

- (1) To provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.
- (2) To create more variety in housing opportunities and in the fabric of the neighborhoods.
- (3) To include or be located within six hundred feet of parkland or other recreational open space.
- (4) To be located in planned communities of greater than 100 acres and comprising less than ten percent (10%) of the lots, or to provide infill opportunities in appropriate areas of the City such as in areas under transition.
- (5) Lots may provide access to garages from a rear alley.

SITE COMPONENT**TYPE 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE A:**

Features: 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses,

multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.

- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Encourage a variety of market-driven housing types.
- Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories

MULTI-USE CORRIDOR

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

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

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

GREENWAYS

- The Greenways future development category contains active and passive parkland, trails, and open spaces that have been designated for public use. Greenways are linear parks that serve multiple purposes, including connecting the community and managing stormwater impacts. These spaces are also critical to providing green spaces amidst urban development, for the outdoor enjoyment of residents and workers while connecting public (and private) parks and amenities.

A Leander Greenways network is a framework for a regional destination for people looking for trail activities, a cycling loop system, and active transportation routes to employment centers. From a community perspective, greenways are opportunities for placemaking, including art, historical elements, civic spaces, and wildlife viewing.

Development adjacent to the greenway system should primarily be oriented towards the green space, with buildings fronting public paths, parkway streets providing access, and a public relationship between the greenway corridor and adjacent private development. Trail connections should be made frequently to adjacent developments to provide access.

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:**NOTIFICATION**

03/02/2023 - Public Notice on Hill Country News
 03/08/2023 - Mail Notification to Property Owners within 200'
 03/08/2023 - Public Hearing Signage Posted on Property
 03/23/2023 - Planning and Zoning Commission Public Hearing
 04/20/2023 - City Council Public Hearing & First Reading of the Ordinance
 05/04/2023 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

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

Neighborhood outreach was conducted via mailed notices by the applicant. See attachment 9 for more information.

- No issues noted.

The following changes were made to address issues discussed.

- No changes proposed.

Please see the full report from the applicant attached.

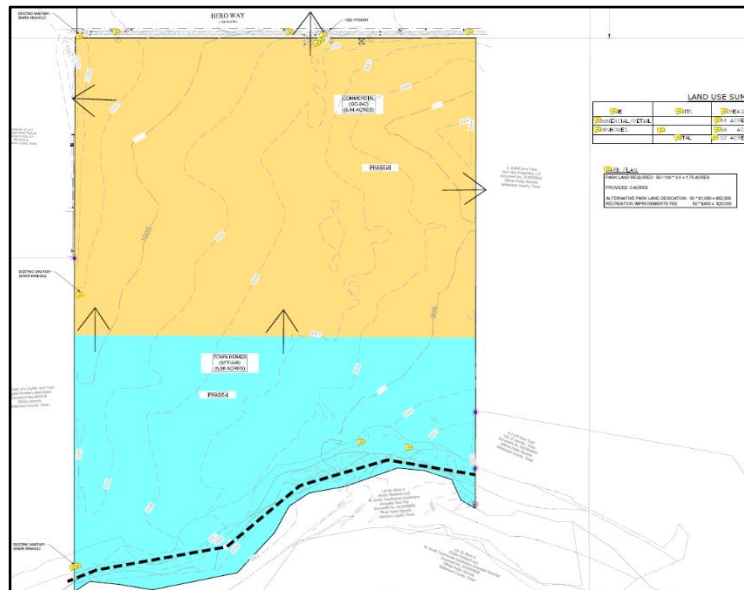
APPROVAL CRITERIA:

The zoning of this property was originally approved as part of the 21-Z-010 zoning change which established this parcel as SFT-2-B on 06/17/2021. The previous zoning limited the residential units to 9 units per acre without requesting any variances. The primary purpose in the Minor Planned Unit Development (PUD) is to allow for the reduction of the building separation between structures. The Composite Zoning Ordinance requires that the buildings are spaced 20 feet apart and the proposal reduces this setback to 10 feet. The PUD includes the option for attached or detached townhouses. All lots may take access off of private streets and the maximum unit count shall be 9 units per acre. This request also includes the Type-A Architectural Component as a higher standard from the current zoning.

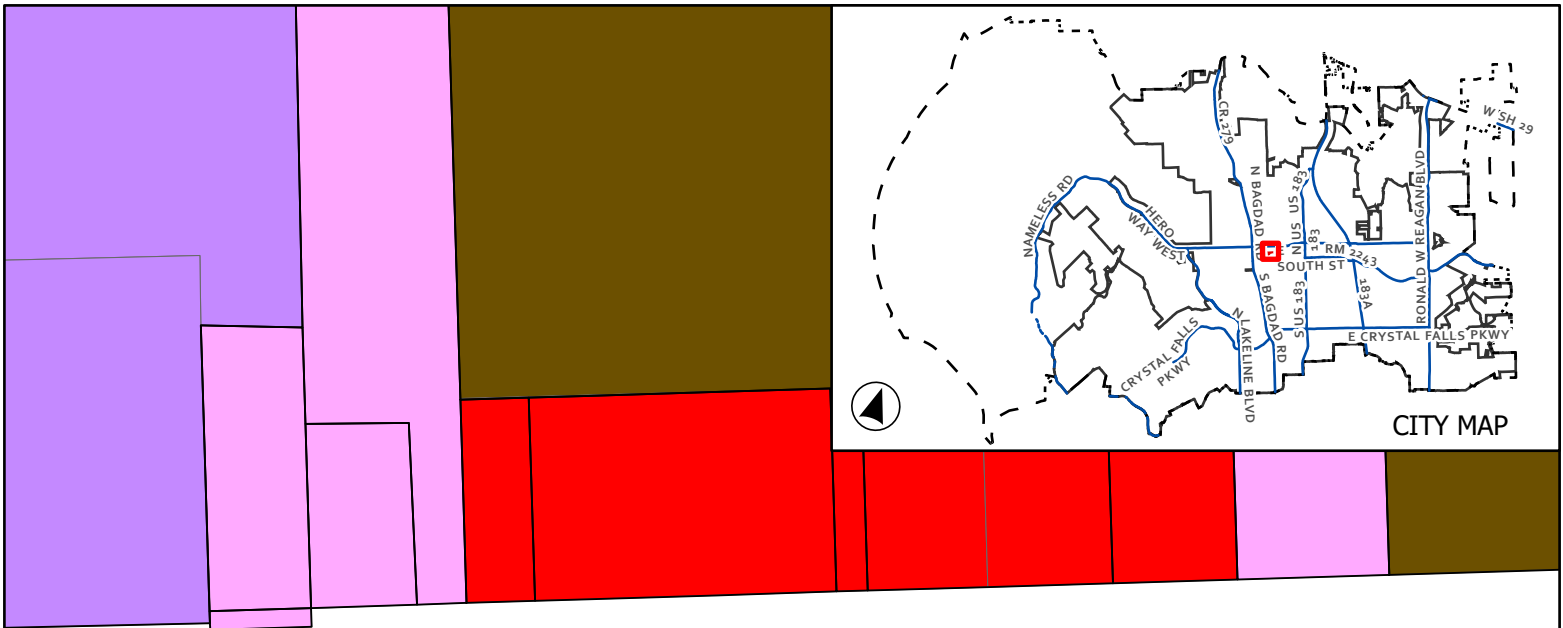
The second step in the development process is the Concept Plan which was approved 02/17/2022.

The third step in the development process is the Preliminary Plat application. At the preliminary plat stage the applicant will show the streets and lot layout for the project. It was at this stage of the review where the development of the residential portion was not compliant with the subdivision or zoning ordinance requirements as it relates to street width for residential ROW and perimeter block length. Public Streets would require 50' ROW, while Private streets would allow for the reduction of the ROW to 26'.

As part of this PUD zoning request, the perimeter block length limitations required by the Subdivision Ordinance are waived for this

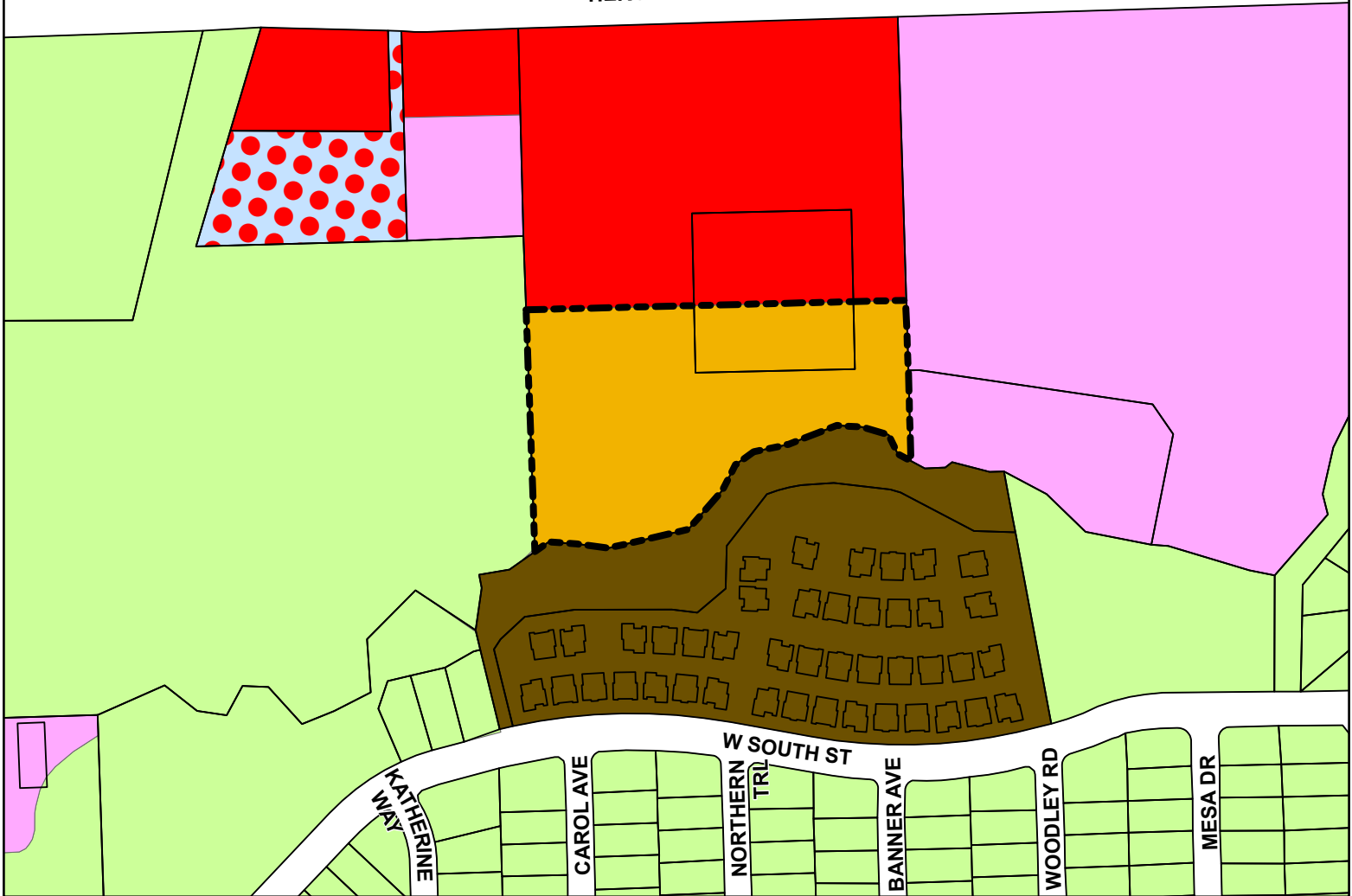


project. The Subdivision Ordinance requires residential blocks not to exceed a perimeter length of three thousand five hundred (3,500) feet for the length of the right-of-way lines or features that form the outside perimeter of the block. Due to the unique shape and location of the parcel, the PUD will offer flexibility to develop under the SFT-2-A (Single-Family Townhouse) base zoning without significantly altering the existing zoning district.



CITY MAP

HERO WAY WEST



CASE: Z-22-0001

ATTACHMENT 2

HERO WAY
TOWNHOUSES

Current Zoning

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



Leander City Limits



SFU - Single-Family Urban



SFT - Single-Family Townhouse



MF - Multi-Family



GC - General Commercial



HC - Heavy Commercial



HI - Heavy Industrial



PUD - General Commercial



Subject Boundary



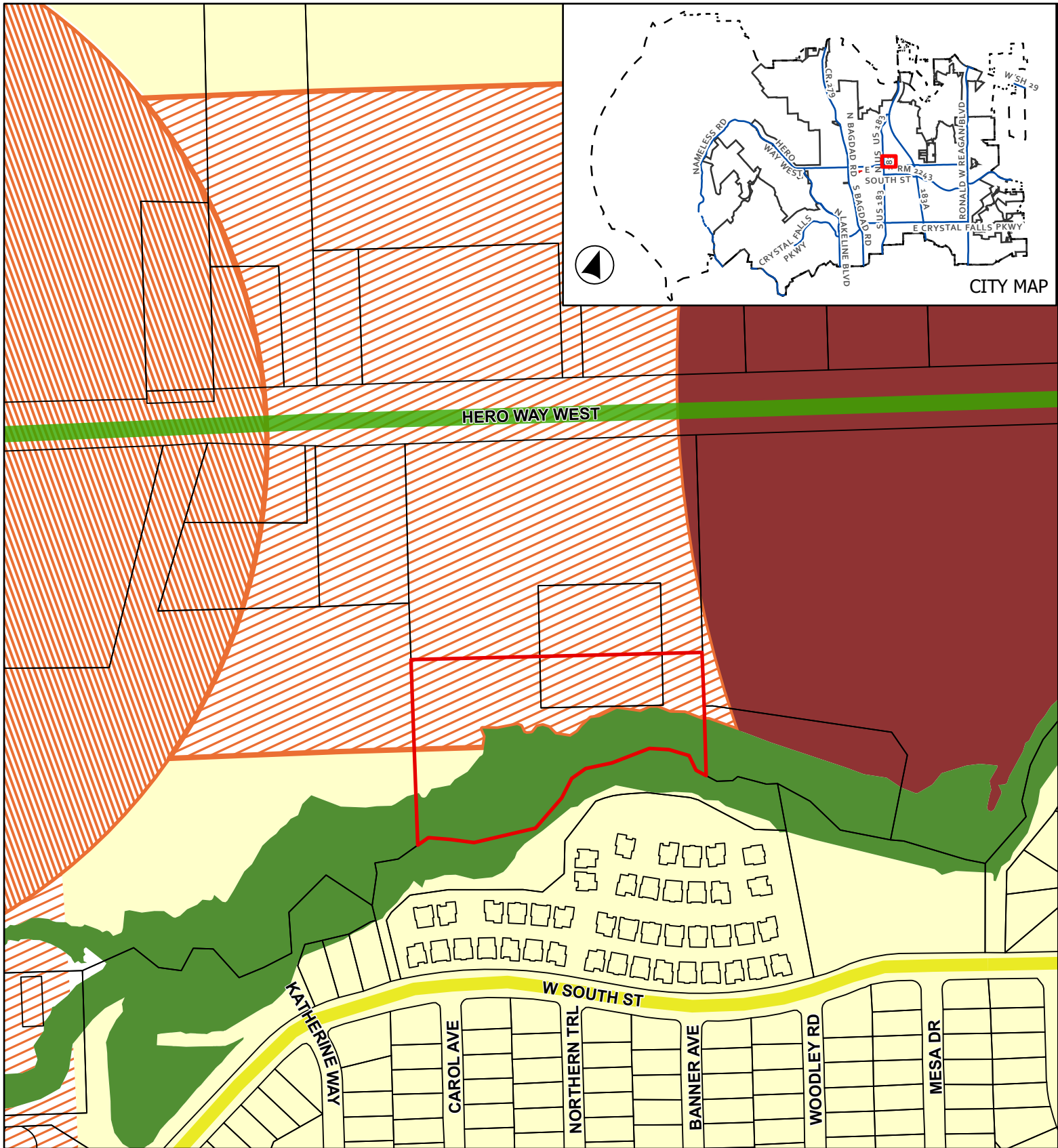
Extra-Territorial Jurisdiction



0 110 220



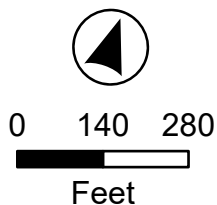
Feet



CASE: Z-22-0001 ATTACHMENT 3 HERO WAY TOWNHOUSES

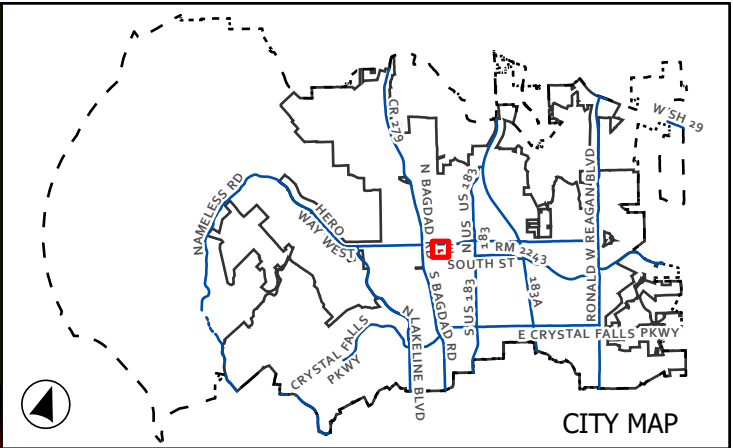
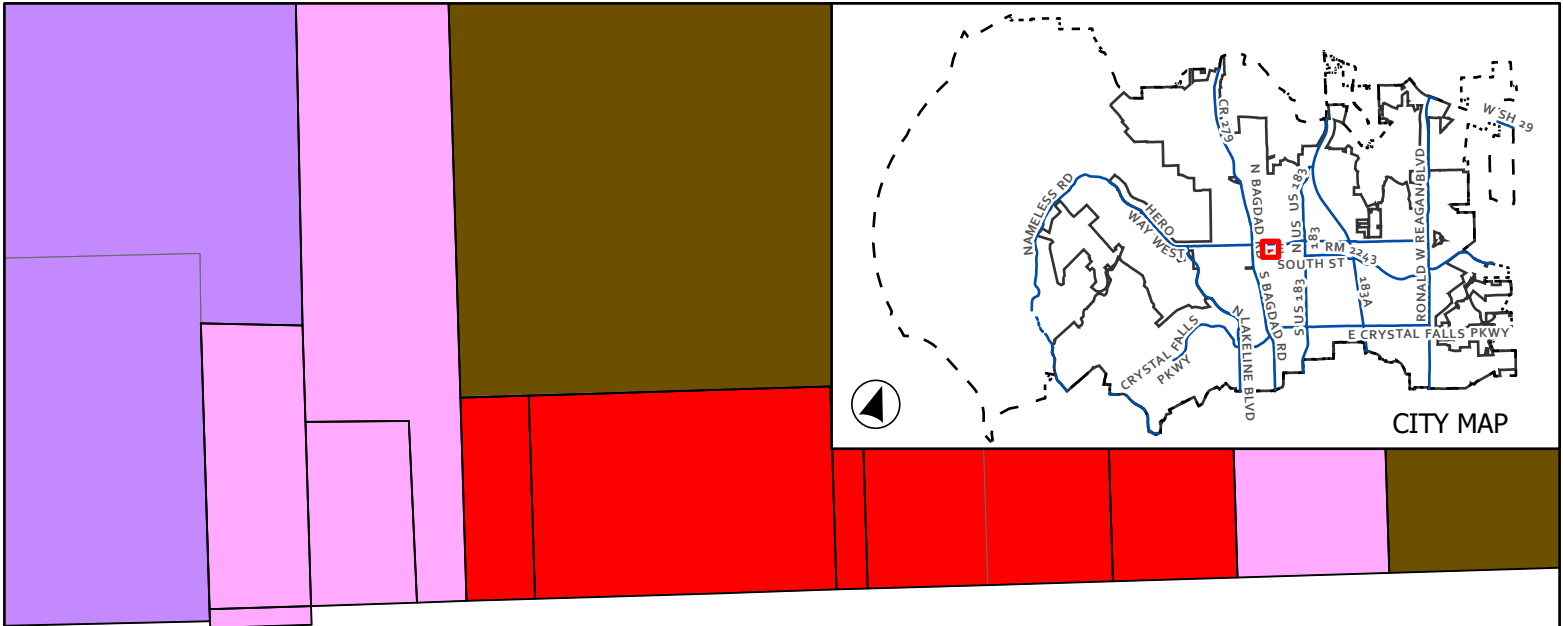
Future Land Use Map

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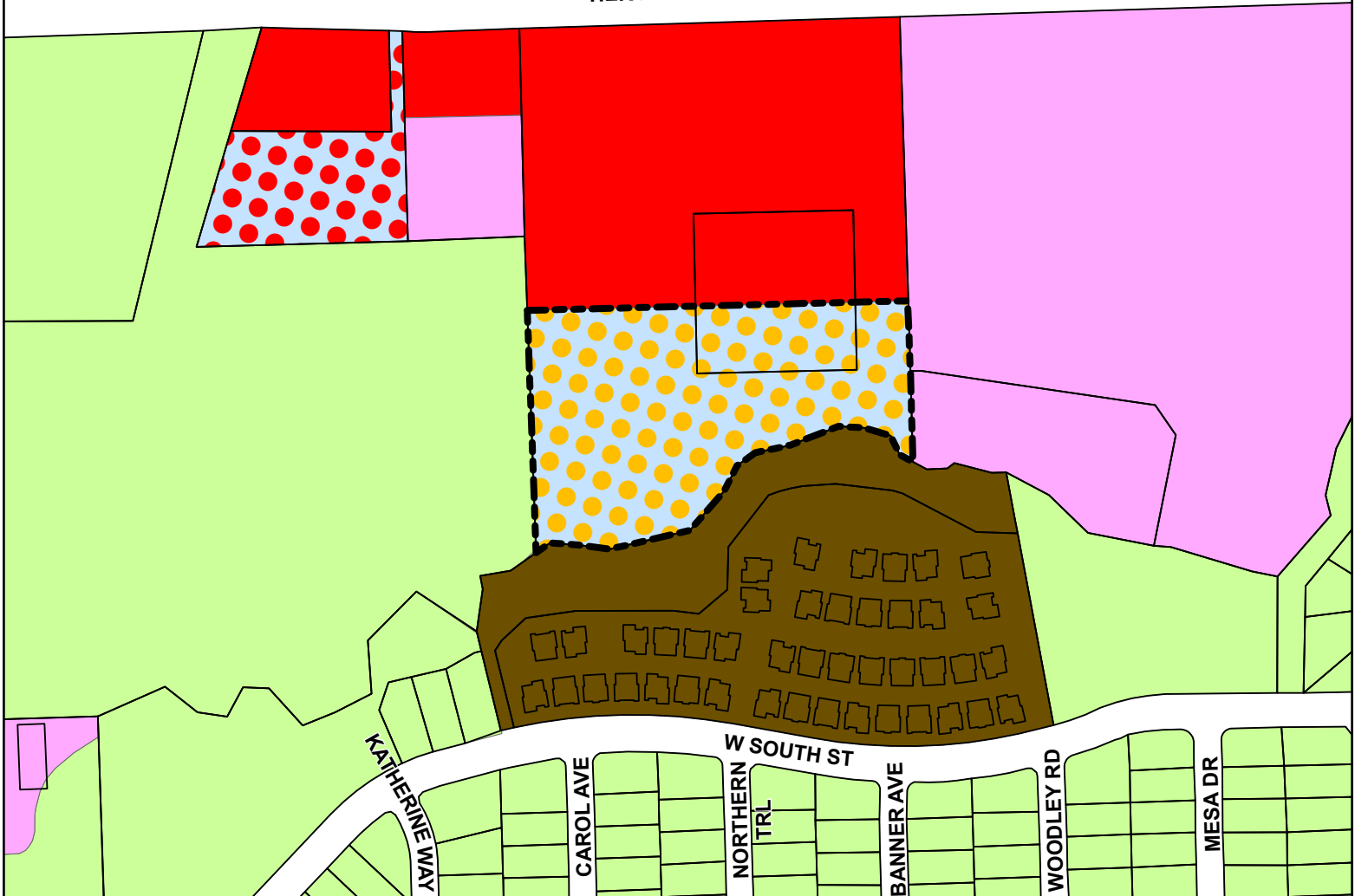


- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Thoroughfare Plan**
- Arterial 6 Lane, Existing
- Collector, Existing

- Future Land Use**
- Neighborhood Residential
- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor
- Activity Center
- Greenway



HERO WAY WEST



CASE: Z-22-0001

ATTACHMENT 5

HERO WAY
TOWNHOUSES

Proposed Zoning

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- | | |
|---------------------------|--------------------------------|
| Leander City Limits | HI - Heavy Industrial |
| SFU - Single-Family Urban | PUD - Townhomes |
| MF - Multi-Family | PUD - General Commercial |
| GC - General Commercial | Subject Boundary |
| HC - Heavy Commercial | Extra-Territorial Jurisdiction |



0 110 220



Feet

EXHIBIT A

Hero Way Townhouses Planned Unit Development

A. Purpose and Intent

1. The Hero way Townhouses PUD is comprised of approximately 5.58 acres, as shown in Exhibit B. The development of this property includes townhouses.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

SFT-2-A (Single-Family Townhouse)

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.

CI. Allowable / Prohibited Uses

1. The allowable uses shall include attached or detached townhouses.
2. Lots may take access off of private streets with sidewalks on both sides of the street instead of public streets.
3. The maximum unit count shall be: 9 units per acre

E. **Development Standards**

1. The following setbacks shall apply.

	SFT ² Single Family Townhouse
Unit Width (minimum)	20 ft.
Front Bldg. Setback (minimum)	10 ft.
Lot depth (minimum)	62 ft
Side Bldg Setback (minimum)	5 ft.
Rear Bldg. Setback (minimum)	15 ft.
Building Setback from internal private street edge of curb	20 ft.
Building Separation	10 ft.

2. Perimeter block length limitations required by the Subdivision Ordinance (Article III, Sec 45) are waived for this project. Reciprocal access is required for the commercial tract to the adjacent properties.
3. An eight (8') foot masonry wall shall be constructed along the western boundary of the property. This wall shall be comprised of brick, stone, or stucco.

NOTE: THIS EXHIBIT IS CONCEPTUAL AND HAS NOT BEEN
REVIEWED FOR COMPLIANCE WITH THE COMPOSITE ZONING
ORDINANCE OR SUBDIVISION ORDINANCE



HERO WAY
(RIGHT OF WAY LINES)

COMMERCIAL (GC-2-C)
(8.44 ACRES)

TOWN HOMES
(SFT-2-B)
(5.58 ACRES)

BAGDAD CEMETERY
ASSOCIATION

HERO WAY
PROPERTIES, LLC

DAVID MASON THOMPSON
3,602 ACRES
DOC. No. 2015039181

CITY OF LEANDER
2,233 ACRES
DOC. No. 2015040649
VOL. 1245, PG. 327
20' P.U.E.
VOL. 1307, PG. 46B
D.E.
DOC. No. 2015040650
20' P.U.E.
LOT 1, BLOCK U
WESTVIEW MEADOWS
PHASE TWO
CAB. Y. SLD. 242-244

LOT 21, BLOCK G
OLD TOWN VILLAGE
SECTION 2A
CAB. Y. SLD. 183-184

HAWKES INVESTMENT, LLC
0.198 ACRES

HERO WAY TOWNHOMES
PUD
BUBBLE MAP

RCE RAO'S CONSULTING
ENGINEERS

TXPE FIRM#17655
P.O. BOX. 592991 SAN ANTONIO TX 78258
PHONE: 210.549.7557. FAX: 512.856.4595
www.raoengineering.com



RAO'S CONSULTING ENGINEERS

TBPE Registered Engineering Firm No. F-17655

210.549.7557 512.856.4595 www.raosengineering.com

P.O.BOX NO: 592991,

SAN ANTONIO, TX 78258

Land Development | Water Resources | Environmental | Transportation

Date: 4th January 2022

Development Services
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Re: **Hero Way Town houses – PUD Plan**

TO WHOM IT MAY CONCERN:

Attached is a PUD plan for the 5.58-acres Town houses plat part of the Hero way development. The design of the community is not final and is subject to refinement during the platting and site planning stages. This PUD Plan does not constitute plat or site plan approval of the attached plan.

Current zoning of the property is SFT-2-B (Single-Family Townhouse) which allows to build the attached single family townhouses, with this PUD plan we are requesting the reduced side back to 5-ft instead of 10-ft. and to mitigate this change we are providing fire sprinklers system for all the units and buildings are separated by 2hr fire rated wall.

We have provided detailed information on attached Exhibit-A

If you have any questions or need any additional information, please call me at 210-549-7550

Respectfully,
Rao's Consulting Engineers, LLC.
Texas Board of Professional Engineers Firm Registration #17655

Rao Vasamsetti, P.E.

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

This summary is only required for a PUD or a Minor PUD.

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

Surrounding neighborhood has been notified through
the city zoning coordinator/

Also we have mailed the letters to all the owners and not received any
response

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.

Mailing list is included with the submittal package

3. What concerns were raised during these communications?

Not received any concerns or comments

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

No, not received any concern or comments

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

Signature: _____



Date _____

10-07-2021 OCTOBER
7/5/2021

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE HERO WAY TOWNHOUSES PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF SFT-2-A (SINGLE-FAMILY TOWNHOUSES); 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 5.58 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification numbers R031386 and R031387; more particularly described in Instrument Number 2019118853 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Hero Way Townhouses PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouses). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 20th day of April, 2023.

FINALLY PASSED AND APPROVED on this the 4th day of May, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

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

March 23, 2023 at 6:00 PM



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

Place 5 – James Oliver
Place 6 – Laura Lantrip, *Vice-Chair*
Place 7 – Rick Carpenter

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

1. Call to Order at 6:00 p.m.

2. Roll Call.

All Commissioners were present.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the March 16, 2023 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.]

6. *[Scriveners' error: this consent agenda item appeared before the header box. Announced in meeting it was a part of the consent agenda and voted on with the consent agenda.]*

Approval of Subdivision Case PP-21-0007 regarding Hawkes Landing North Phase 1 Preliminary Plat on one parcel of land approximately 49.94 acres ± in size, more particularly described by Williamson Central Appraisal District R616492; generally located to the west of the intersection of N. Bagdad Road and Halsey Drive, Leander, Williamson County, Texas.

CONSENT AGENDA: ACTION

7. Motion made by Vice Chair Lantrip to pull the draft 3/9/2023 P & Z Minutes from the consent agenda for discussion.

Motion made by Commissioner May to approve consent agenda Item #6, second by Commissioner Oliver.

7-0

Approval of Minutes.

Vice Chair Lantrip commented on items 7, 8 & 9 of the 3/9/2023 draft P & Z agenda which showed the previous Chair and Vice Chair titles which needed to be updated.

Motion made by Vice Chair Lantrip to approve the 3/9/2023 P & Z Minutes with corrections, seconded by Commissioner Moss.

7- 0

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing regarding Subdivision Case CP-22-0013 to adopt the LC Hero Way Concept Plan on two parcels of land approximately 21.86 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031600 & R457677; generally located to the northwest of the intersection of Hero Way and Main Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-22-0013 as described above.

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner James Oliver to approve the Concept Plan with the warrants.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Chair Donnie Mahan, Commissioner James Oliver, Commissioner Ron May

7 - 0 Passed

9. Conduct a Public Hearing and consider action on Subdivision Case FP-22-0020 and Variance Case VA-22-0008 to approve the Freehill Addition Short Form Final Plat and Variance on one parcel of land approximately 16.85 acres ± in size, more particularly described by Williamson County Central Appraisal District Parcel R327784; approximately 1,000 feet to the west of the intersection of W Broade Street and Hero Way West on the south side of Hero Way West, Leander, Williamson County, Texas.

- Discuss and consider action on Subdivision Case FP-22-0020 and Variance Case VA-22-0008 as described above.

Rick Bickling did not speak, just had his question read into the record.

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner John Cosgrove to approve the Short Form Plat and Variance.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Chair Donnie Mahan, Commissioner James Oliver, Commissioner Ron May

7 - 0 Passed

10. Conduct a Public Hearing and consider action on Subdivision Case FP-22-0033 and Variance Case VA-22-0009 to approve the Live Oak Ranch, Lot 19 Replat Short Form Final Plat and Variance on one parcel of land approximately 8.54 acres $\pm$ in size, more particularly described by Williamson County Central Appraisal District Parcel R023978; generally located at 1304 Spivey Road, Leander, Williamson County, Texas.
- Discuss and consider action on Subdivision Case FP-22-0033 and Variance Case VA-22-0009 as described above.

Motion made by Commissioner James Oliver, seconded by Commissioner Deirdre Moss to approve the Short Form Plat and Variance.

AYE: Commissioner John Cosgrove, Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Chair Donnie Mahan, Commissioner James Oliver, Commissioner Ron May

7 - 0 Passed

11. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0001 to amend the current zoning of SFT-2-B (Single-Family Townhouses) to adopt the Hero Way Townhouses PUD (Planned Unit Development) with the base zoning district of SFT-2-A (Single-Family Townhouses) on two parcels of land approximately 5.58 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; and more commonly known as 11675 Hero Way West, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-22-001 as described above.
- Kat Howell had concerns.

Motion made by Commissioner Rick Carpenter, seconded by Commissioner James Oliver to approve the Zoning request with the condition that they build an 8 foot masonry wall between the townhouses and the cemetery.

Commissioner Carpenter withdrew his motion.

Motion made by Commissioner Rick Carpenter, seconded by Commissioner Ron May to approve the Zoning request with the condition that they build an 8 foot masonry wall comprised of brick, stone, or stucco between the townhouses and the cemetery.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Chair Donnie Mahan, Commissioner James Oliver, Commissioner Ron May

NAY: Commissioner John Cosgrove

6 - 1 Passed

REGULAR AGENDA

12. Adjournment at 6:41 p.m.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

VERONICA TOVAR
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Approval of an Interlocal Agreement by and between the City of Leander and the City of Cedar Park for the design, construction, operation, and maintenance of the drought contingency raw water intake; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Cities of Leander and Cedar Park operate and maintain permanent floating raw water intake barges in the Sandy Creek arm of Lake Travis. These barges become inoperable at a level of 625 msl. Due to drought and water levels declining in the summer of 2013, the two cities previously constructed an underwater pipeline and floating raw water intake in order to pump water from a deeper part of Sandy Creek. With rains and a rise in Lake Travis' levels in 2015, the barge was decommissioned, removed from the water, and stored. The recent drought and decline in the water levels of Lake Travis necessitates the design and reconstruction of the floating raw water intake, utilizing the previous pumps, piping, and equipment where possible.

The raw water barge will have a pumping capacity of thirty (30) million gallons per day (MGD) of which Leander will receive nine (9) MGD and Cedar Park will receive twenty-one (21) MGD. Similarly, as outlined in the agreement, cost allocation for Leander is thirty (30%) percent and the cost allocation for Cedar Park is seventy (70%) percent.

Project costs are shown in Exhibit A of the agreement and estimated at \$5,608,781.00; of which Leander is obligated to contribute \$1,682,634.00. To date, project costs are totaled at approximately \$200,000.00.

This Interlocal Agreement provides for ownership and cost allocations of the Intake Project, and the operation and maintenance of the pipeline, barge, and pumping system.

RECOMMENDATION:

Staff recommends and respectfully requests approval of the Interlocal Agreement between the City of Leander and the City of Cedar Park regarding the design, construction, operation, and maintenance of the drought contingency raw water intake.

PRESENTER:

Daniel Grimsbo, PE, Executive Director of Infrastructure

Fiscal Impact

Amount requested: \$1,682,634.00

Approved in current budget (Yes / No): No

Expenditure (New / Amended): New

Recurring or one-time: One Time

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

Attachments

1. Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CEDAR PARK AND THE
CITY OF LEANDER REGARDING DESIGN,
CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE DROUGHT
CONTINGENCY RAW WATER INTAKE**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Cedar Park, Texas, a Texas home-rule city (“**Cedar Park**”), and the City of Leander, Texas, a Texas home-rule city (“**Leander**”). In this Agreement, Cedar Park and Leander are sometimes individually referred to as the “**Party**” and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the Parties previously constructed, in different phases, an underwater pipeline (“**Phase A**”) and floating raw water intake (“**Phase B**”) to deliver raw water to the Sandy Creek Water Treatment Plant and the Cedar Park Water Treatment Plant during low lake levels on Lake Travis, which were completed in the Summer of 2013; and

WHEREAS, a rise in the lake level of Lake Travis in 2015 prompted the decommissioning and removal of the floating raw water intake per the terms of the lease agreements with property owners at the location of the floating raw water intake; and

WHEREAS, the recent drop in the level of Lake Travis necessitates the design and re-construction of the floating raw water intake, using existing pumps, piping, equipment, and appurtenances currently stored at Cedar Park and Leander facilities, to supply water to both Parties (“**Intake Project**”); and

WHEREAS, the underwater pipeline and floating raw water intake have a total capacity of 30 MGD, and provides 21 MGD of capacity for Cedar Park and 9 MGD of capacity for Leander; and

WHEREAS, the Parties desire to enter into this Agreement in order to provide for the cost and ownership allocation of the Intake Project, and the operation and maintenance of the pipeline, barge, and pumping system (“**Water Intake System**”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 “*Agreement*” means this interlocal agreement regarding design and construction of the Intake Project.

1.02 “*Capital Expenses*” means all acquisition and construction costs as those terms are generally understood in standard accounting practice as applied to projects similar in nature to the Intake Project. Depreciation shall not be considered a Capital Expense. Capital Expenses will not include any Operation and Maintenance Expenses.

1.03 “*Cedar Park*” means the City of Cedar Park, Texas.

1.04 “*Construction Contracts*” means contracts entered into between Cedar Park and the Project Contractor for the construction of the Intake Project.

1.05 “*Construction Documents*” means the plans and specifications developed by Walker Partners, LLC.

1.06 “*Contracts*” means the contracts, permits, approvals, and licenses relating to or arising out of the acquisition, construction, and operation of the Water Intake System.

1.07 “*Conveyance*” means the execution and delivery of all documents transferring and assigning an undivided interest in the Water Intake System and associated Contracts and Real Property from Cedar Park to Leander, and the performance of all acts necessary to complete such execution and delivery.

1.08 “*Cost Allocation Percentage*” means the percentage of Intake Project Costs to be paid by each Party, which percentage shall be based on each Party’s Reserved Capacity in the Water Intake System. The Cost Allocation Percentage for Cedar Park is seventy percent (70%) and the Cost Allocation Percentage for Leander is thirty percent (30%).

1.09 “*Cost Estimate*” means the cost estimate for the Intake Project, as set forth in **Exhibit “A”** attached hereto.

1.10 “*Delivery Point*” means the end of the 24 inch underwater delivery line constructed with Phase A for Leander and the end of the 30 inch underwater delivery line constructed with Phase A for Cedar Park.

1.11 “Design Capacity” means the capacity of the underwater pipeline and floating raw water intake, which shall be a maximum of 30 MGD total, allocated as 21 MGD to Cedar Park and 9 MGD to Leander.

1.12 “Effective Date” means the last date of execution of this Agreement by the Parties as indicated on the signature pages; provided each of the Parties must execute this Agreement for it to be effective.

1.13 “Easements” means all necessary easements, leases, licenses, and other rights of access and/or real property interests obtained for the purpose of access to the Intake Project and the Water Intake System, specifically including the following agreements, attached hereto as **“Exhibit B:”** Utility, Access, Anchoring, and Mooring License and Agreement on Dismissal of Pending Eminent Domain Suit, Cause No. C-1-CV-09-008078; *City of Cedar Park, Texas v. Jadon F. Newman, Megan A. Newman, et al.*; Travis County Texas; Anchoring and Mooring Lease and Agreement on Dismissal of Pending Eminent Domain Suit, Cause No. C-1-CV-09-007018, *City of Cedar Park, Texas v. Donald W. Wood and Kathryn Ann Wood, et al.*; County Court at Law No. 1, Travis County, Texas; Anchoring and Mooring Lease and Agreement on Dismissal of Pending Eminent Domain Suit, Cause No. C-1-CV-09-007183; *City of Cedar Park, Texas v. Marlon L. Coplin, Pamela Coplin, et al.*; Travis County, Texas; Anchoring and Mooring Lease and Agreement on Dismissal of Pending Eminent Domain Suit, Cause No. C-1-CV-09-007015; *City of Cedar Park, Texas v. John G. Freund and Barbara H. Misle, et al.*; County Court at Law No. 1, Travis County, Texas; Anchoring and Mooring Lease and Agreement on Dismissal of Pending Eminent Domain Suit, Cause No. C-1-CV-09-007184; *City of Cedar Park, Texas v. Kirk Eugene George*; County Court at Law No. 2, Travis County, Texas; Anchoring and Mooring Lease and Agreement on Dismissal of Pending Eminent Domain Suit, Cause No. C-1-CV-09-007014, *City of Cedar Park Texas v. David G. Lippincott, Trustee, Reynalda A. Lippincott, Trustee, et al.*; County Court at Law No. 1, Travis County, Texas.

1.14 “Intake Project” means the design and re-construction of the floating raw water intake to deliver raw water during low lake levels on Lake Travis, as further described in the recitals above.

1.15 “Intake Project Costs” means those engineering, design, construction, inspection, testing, material procurement, Easements, and other costs relating to the Intake Project that will be shared by the Parties and that are more particularly described in Section 3.04. The total estimated Intake Project Costs, along with each Party’s estimated share of such costs, are set forth on **Exhibit “A”** attached hereto.

1.16 “Operation and Maintenance Expense” means all direct and indirect costs (other than those incurred as a result of the gross negligence or willful misconduct of any Party) of operation, maintenance, and repair of the Water Intake System, including all costs of Easements and interests in Real Property relating to the Water Intake System that are not included as Intake Project Costs. Depreciation shall not be considered item of Operation and Maintenance Expense.

1.17 “*Party*” or “*Parties*” means Cedar Park and/or Leander, individually or collectively, as applicable.

1.18 “*Phase A*” means that portion of the Water Intake System as more particularly described in the recitals.

1.19 “*Phase B*” means that portion of the Water Intake System as more particularly described in the recitals.

1.20 “*Point(s) of Delivery*” means the point(s) of delivery shown in the Construction Documents.

1.21 “*Project Contractor*” means the contractor that will construct the Intake Project, and has entered into a contract with Cedar Park for construction of the Intake Project.

1.22 “*Project Engineer*” means Walker Partners, LLC, that has entered into a contract with Cedar Park for design of the Intake Project.

1.23 “*Project Fund*” means a fund to be established and administered by Cedar Park in accordance with Section 3.05 in order to provide monies to pay the Intake Project Costs.

1.24 “*Water Intake System Interests*” means the undivided interest in the Water Intake System, including the Real Property (if any), the Contracts and all other interests, if any, that Cedar Park will acquire or construct and convey to Leander as provided in this Agreement.

1.25 “*Reserved Capacity*” means the total quantity of Water or raw water that a Party is entitled to deliver into and transport through any portion of the Water Intake System pursuant to this Agreement. The Reserved Capacity of each Party in the pipeline at the completion of Intake Project is as follows: 21 MGD for Cedar Park and 9 MGD for Leander.

1.26 “*Real Property*” means the fee, license, or easement interests for any portion of the Water Intake System that is not constructed within public rights-of-way.

1.27 “*Water*” means raw water.

1.28 “*Water Intake System*” means the pipeline, barge, and pumping system.

II. STATEMENT OF INTENT

2.01 General. The purpose of this Agreement is to provide for construction of the Intake Project and for the on-going operation, maintenance and repair of the Water Intake System after completion of construction.

III. CONSTRUCTION OF INTAKE PROJECT

3.01 Design of Intake Project. The Parties mutually acknowledge and agree that all physical facilities to be constructed or acquired as part of the Intake Project are being designed on Cedar Park and Leander's behalf by Walker Partners, LLC.

3.02 Contracts and Agreements. The Parties acknowledge and agree that Cedar Park shall unilaterally enter into any and all agreements necessary to effectuate the design and construction of the Intake Project including, but not limited to, easement agreements, and those agreements for: engineering, construction, procurement, legal. Construction and all materials and services procurement will be accomplished in accordance with Chapter 2269 of the Government Code, as amended, and Chapter 252 of the Texas Local Government Code, as amended and as applicable.

3.03 Construction of Intake Project.

(a) General.

Cedar Park shall be responsible for constructing, or causing to be constructed, the Intake Project, and acquiring any additional easements, equipment, materials and supplies. In connection with the construction of the Intake Project, Cedar Park agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Intake Project in accordance with the plans and specifications and other requirements set forth in the Construction Contract. Leander shall have the right to review all engineering and construction plans, invoices, and inspection reports for the Water Intake System.

(b) Timing.

Cedar Park shall make reasonable efforts to complete the Intake Project in accordance with the schedule attached hereto as **Exhibit "C"**; notwithstanding that schedule, the Parties may at any time agree, in writing, to defer or suspend all or any part of the Intake Project. The Parties agree and accept that circumstances outside of the control of Cedar Park, including but not limited to weather, contractor delays, and regulatory delays may adversely impact the completion of the Intake Project.

(c) Inspection.

Cedar Park shall be responsible for inspecting or managing the inspection of the construction of the Intake Project. The costs of such inspection shall be shared as a part of the Intake Project Costs. Leander has the right to conduct its own reasonable inspections of the construction throughout the term of the Intake Project, at its sole cost and expense.

(i) Each Party shall have a reasonable right to access and inspect the Intake Project as construction progresses, and no Party shall interfere with such access or inspection by any other Party or its designated representative(s).

(d) **Change Orders.**

During construction, any change orders related to the Intake Project or impacting the Intake Project Costs will be subject to review and approval by Cedar Park at Cedar Park's sole discretion; provided that change orders that cumulatively exceed \$50,000.00 shall require Leander's administrative approval, such approval not being unreasonably denied. Leander shall be provided a copy of each change order prior to its approval. If a change order is not approved by Leander within 14 (fourteen) calendar days, Cedar Park may, in its sole discretion, execute the change order.

(e) **Insurance.** Cedar Park shall require that the contractors procure and maintain the insurance policies and coverages with regard to the Intake Project that are ordinarily and typically procured and maintained by contractors in connection with municipal/public entity projects of a similar nature. The insurance policies for the construction of the Intake Project shall name Leander as an additional insured.

3.04 Payment of Intake Project Costs.

(a) Each Party shall pay for a portion of the following costs relating to the construction of the Intake Project (collectively, the "***Intake Project Costs***") in accordance with the Cost Allocation Percentages:

(i) All payments to be made to the Project Engineer and Project Contractor for construction of the Intake Project;

(ii) All costs to be paid to the Project Engineer and Project Contractor for any change orders relating to the Intake Project that are approved by Cedar Park in accordance with the Construction Contract;

(iii) All payments made by Cedar Park for inspection of construction of the Intake Project;

(iv) Any and all other costs related to the design, construction, testing, materials procurement; and

(v) Any other costs related to the Intake Project that are to be shared by the Parties under the terms of this Agreement.

(b) The Parties agree and acknowledge that they shall pay the Intake Project Costs as described on **Exhibit "A"** attached hereto according to their respective Cost Allocation Percentage. Notwithstanding the foregoing, should the Intake Project Costs exceed the estimated amount described on **Exhibit "A"** (the "***Excess Project Costs***"), each Party shall be responsible for their portion of the Excess Project Costs according to

their respective Cost Allocation Percentage of up to, but not to exceed, an additional fifteen percent (15%) in excess of the estimated Intake Project Costs.

(c) Within thirty (30) days of substantial completion of the Intake Project, or within thirty (30) days of the deferral or suspension of all or part of the Intake Project as described in Section 3.03(b) above, Cedar Park shall provide to Leander a true-up of Intake Project Costs and Initial Construction Payments (as defined below) to provide a final accounting of the portion of the Intake Project Costs attributable to Cedar Park and Leander. Any Party owing monies according to a true-up described herein shall remit payment accordingly within thirty (30) days of receipt of such true-up.

3.05 Project Fund.

(a) The Parties shall contribute monies to the Project Fund in accordance with the following provisions:

(i) Within ten (10) calendar days of execution of the Project Consulting Contract(s) by the Parties, and the execution of the Construction Contract(s), each Party shall deposit into the Project Fund a sum, which represents twenty-five percent (25%) of each Party's share of the estimated Intake Project Costs. The Project Fund shall be placed in an interest-bearing account, and the interest shall become part of the Project Fund.

(ii) At such time as the balance in the Project Fund is substantially depleted, as determined in Cedar Park's reasonable discretion, Cedar Park shall provide written notice (by email or otherwise) thereof to Leander, who shall have thirty (30) calendar days to deposit into the Project Fund an additional payment, in the amount of twenty-five percent (25%) of each Party's share of the estimated total Intake Project Costs. Each notice by Cedar Park shall be accompanied by a written accounting report that identifies in reasonable detail all prior expenditures from the Project Fund.

(iii) The foregoing process shall continue until such time as the Intake Project Costs have been paid in full. In the event that the Intake Project Costs exceed the original estimate due to change orders or other reasons, then each Party shall thereafter deposit within the Project Fund a sum equal to the product determined by multiplying each Party's Cost Allocation Percentage by the actual cost of the Intake Project, but not to exceed fifteen (15%) of the estimated Intake Project Costs as further described in Section 3.04 above.

(b) In the event that there are remaining funds within the Construction Fund upon final completion and acceptance of the Intake Project or upon deferral or suspension of all or part of the Intake Project as described in Section 3.03(b) above, then Cedar Park shall promptly divide and remit within thirty (30) calendar days such funds to the Parties on a pro rata basis according to the percentage of all Intake Project Costs previously paid

by each of the Parties. Payment shall be accompanied by a written accounting describing the basis for calculation of payment to each Party.

(c) All interest that accumulates within the Construction Fund shall remain within such fund for payment of Intake Project Costs.

3.06 Acceptance.

(a) Within thirty (30) days after completion of construction and prior to final payment to the Project Engineer for the Intake Project, Cedar Park will cause the Project Engineer to review the construction of the Intake Project, and if the Project Engineer determines the Intake Project has been completed in accordance with the approved plans, specifications and change orders, approved plans, specifications and change orders, that the system has been tested and approved for use in accordance with the approved contract documents, and that such systems are properly located within easements or public rights-of-way, as specified in the Intake Project plans "Contract Documents", provide to each Party a concurrence letter certifying that the construction of the Intake Project has been completed in accordance with the Contract Documents.

(b) Within sixty (60) days after substantial completion of construction of the Water Intake System, Cedar Park will cause the Project Engineer to provide to each Party a copy of the final "record" drawings of the completed system and facilities in an electronic format requested by such Party. Each Party shall be responsible for payment of any costs associated with obtaining such copies.

3.07 Warranties. Cedar Park agrees to request that the Project Contractor repair, replace, or otherwise remedy as may be provided in any applicable warranty all warranted defects in materials, equipment or workmanship appearing and known to Cedar Park or Leander and communicated in writing to Cedar Park within one (1) year from the date of acceptance of the Intake Project.

3.08 Dispute or Litigation. In the event of any dispute between the Project Contractor and Cedar Park relating to the Intake Project, or in the event of any claim by or against any third person arising out of or relating to construction of the Intake Project and/or the operation of the Water Intake System, the Parties agree as follows:

(i) Cedar Park will provide written notice of the details of such dispute or litigation to Leander as soon as reasonably practicable, and shall continue to provide timely status reports to Leander as such dispute or litigation progresses. The Parties agree that the foregoing shall not be construed to require Cedar Park to notify Leander of claims or notices from subcontractors or others that would not impact the Intake Project Costs.

(ii) Cedar Park will not initiate litigation against the Project Contractor for any matter that pertains to the Intake Project or the Water Intake System or that may impact the Intake Project Costs without first seeking the written consent

of Leander. If Leander withholds its consent and does not participate in the litigation or dispute, then Cedar Park shall be entitled to the entirety of any award or settlement that results from such litigation or dispute.

(iii) Cedar Park and or Leander may seek to join any litigation or dispute resolution process related to the Intake Project or the Water Intake System, and neither Cedar Park nor Leander shall interfere with the other Party's intervention or participation. The intervening Party shall pay its costs and expenses, and the other Party shall not be responsible for payment of any such costs and expenses; and

(iv) Cedar Park and Leander shall use their respective reasonable efforts to resolve the dispute or litigation in a manner that mutually benefits both Parties to the litigation equally and is mutually beneficial to the common interests of the Parties participating in the litigation; and

(v) Cedar Park will not agree to any resolution of the dispute that would increase the Intake Project Costs exceeding the fifteen percent (15%) threshold as further described in Section 3.04(c) without the written consent of Leander; and

(vi) Any monetary awards, judgments, or settlements received by Cedar Park in litigation that relates to the Water Intake System shall be deposited into the Project Fund and applied against the Intake Project Costs. Each Party shall receive credit in an amount equal to the product obtained by multiplying each Party's Allocation Percentage by the amount of the award, judgment or settlement deposited into the Project Fund.

(vii) Any monetary awards or judgments against either Party resulting from litigation brought by a third party arising out of the construction of the Intake Project and/or the operation of the Intake Project or the Water Intake System shall be assessed against each Party in the same proportion as its Cost Allocation Percentage notwithstanding any apportionment of liability that may be stated or found by the trier of fact, except in the event that any such award or judgment contains a finding that a Party is liable thereunder by virtue of an act of negligence, gross negligence, or willful misconduct, in which case the entire amount of liability attributed to such act of negligence, gross negligence, or willful misconduct shall be assessed against the Party committing such act.

(viii) In the event of a claim that may be covered by insurance, each Party is entitled to seek any and all available insurance coverage. Nothing contained herein shall be deemed or construed to be in conflict with either Party's operative and applicable insurance policies. Notwithstanding this provision of non-conflict, in the event of any conflict between any provision herein and any applicable policy of insurance that would impede coverage, such provision shall

be construed in a manner so as to provide for the maximum allowable amount of coverage.

IV. CONVEYANCE

4.01 Conveyance. Within thirty (30) days after receipt of the engineer's concurrence letter pursuant to Section 3.06(a) above, the Parties will conduct a Conveyance in accordance with each Party's Reserved Capacity.

4.02 Manner of Transfer.

(a) Transfer by Cedar Park to Leander of all Real Property that constitutes the Water Intake System Interests will be in the form of an assignment of easement rights (with respect to easements) and shall be in a form reasonably agreed upon by the Parties to such transfer.

(b) Transfer by Cedar Park to Leander of all personal property and Contracts that constitute Water Intake System Interests will be by Bill of Sale and Assignment in the form attached hereto as **Exhibit "D"**.

4.03 Costs and Expenses. Each Party will be responsible for all costs and expenses that it incurs in connection with the Conveyance in the same proportion as its Cost Allocation Percentage.

V. OWNERSHIP AND OPERATION OF TRANSMISSION LINE

5.01 Ownership Interests.

After Conveyance, each Party shall hold an undivided ownership interest in the Water Intake System equal to the Party's Cost Allocation Percentage, and each Party shall own a percentage of capacity in the facilities equal to that Party's Reserved Capacity.

5.02 On-Going Operation and Maintenance.

(a) Cedar Park shall be responsible for the on-going operation and maintenance of the Water Intake System after construction is completed. The Water Intake System shall be designed and constructed such that Cedar Park may use a radio or phone-based SCADA system to regulate delivery of water to each Party.

(b) Water shall be delivered through the Water Intake System in accordance with the following:

(i) Each Party shall utilize its Reserved Capacity and interest in the Water Intake System in accordance with good business and engineering practices and in accordance with all local, state or federal legal requirements applicable thereto.

(ii) Responsibility for the further transportation and delivery of all Water delivered through the Water Intake System to the Delivery Point of each Party shall remain with the Party at and past their respective Delivery Point;

(iii) No Party may use another Party's Reserved Capacity without that Party's written consent;

(iv) No Party or other person or entity may transport Water through, or otherwise use, the Water Intake System in a manner that materially interferes with or impairs another Party's right to use its Reserved Capacity in the facilities. In the event that a Party believes the proposed or actual operation or use of the facilities by another Party potentially or does materially interfere with or impair the rights of such complaining Party to use its Reserved Capacity, the complaining Party may initiate the formal dispute resolution process set forth in this Agreement;

(v) The rate and quantity of Water delivered to each party through the Water Intake System shall be metered. The cost and expense of the connection and meter shall be borne solely by the Party making such tap or connection, or as otherwise agreed by the Parties during negotiations. All Parties shall have access to such metering equipment at all reasonable times for inspection and examination. The reading, calibration and adjustment of meters shall be done by the Party that installed the meter(s) after two (2) working days notice to the other Party and in the presence of a representative of the other Party if requested by that Party. The Party shall calibrate the meter(s) at least once in each year of operation. All readings of meters will be entered upon proper books of record in computer records maintained by the metering Party. Upon written request, the other Party may have access to said record books or computer printouts during reasonable business hours.

(vi) Notwithstanding the foregoing Section 5.02 and other terms of the Agreement, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE that the delivery of Water through the Water Intake System and the Reserved Capacities each are fully subject to restrictions contained in various easement agreements that have been and will be executed in furtherance of the Intake Project. Such restrictions are substantially in the form as follows:

“As additional consideration, however, GRANTEE agrees that after initial construction GRANTEE shall utilize the rights granted hereunder to establish and secure a floating raw water intake and surrounding signage, including necessary warning buoys, only

whenever the level of Lake Travis becomes 630' MSL, even if after reaching 630' MSL the water level should subsequently rise above 630' MSL. GRANTEE further agrees that once the floating raw water intake and related signage, including necessary warning buoys, is in place, that GRANTEE will remove said intake and water surface appurtenances after the earlier of (a) the minimum water level of Lake Travis becoming no less than 640' MSL for a period of six continuous months, or (b) the water level of Lake Travis becoming 680' MSL, with said removal of the raw water intake and surface appurtenances to occur no later than eight (8) weeks after the occurrence of (a) or (b). Should the level of Lake Travis become lower than 640' MSL at any point prior to GRANTEE's removal of the floating raw water intake and surface appurtenances, the six-month period shall reset. For purposes of this paragraph, the daily and historical levels of Lake Travis shall be determined by the official records of the Lower Colorado River Authority according to the NGVD 29 datum, and shall be normalized to the NGVD 29 datum in the event the Lower Colorado River Authority ever adopts a different standard for reporting the water level of Lake Travis."

5.03 System Operation and Management.

(a) Cedar Park shall manage, operate, and maintain the Water Intake System in accordance with accepted good business and engineering practices and in accordance with current and future requirements of federal and state law, including without limitation the Texas Water Code, and any current and future rules and regulations issued and to be issued by appropriate agencies in the administration of such laws.

(b) In the event of an emergency, Cedar Park will immediately undertake the repair, replacement or maintenance of the Water Intake System, but shall provide written notice to Leander as soon as practicable specifying the nature of the emergency and the repair. Leander shall have the right to undertake emergency repairs in the event that Cedar Park can not initiate or complete the repairs. The reasonable costs of such emergency remedial action shall be allocated in accordance with Sections 5.03(f) below, and shall be paid to the repairing Party within thirty (30) days of receipt of an invoice for payment of costs.

(c) Raw water costs payable to the Lower Colorado River Authority ("**LCRA**") for Water pumped through the Water Intake System shall be paid to the LCRA directly by each Party based on actual quantities of water used as measured by meters provided by each Party downstream of the Delivery Point for each Party.

(d) Electricity costs for operation of the Water Intake System shall be allocated based on each Party's Cost Allocation Percentage.

(e) Operation and Maintenance Expenses shall be paid by the Parties as follows:

(i) After the commencement of operation of the Water Intake System, all Operation and Maintenance Expenses shall be paid by the Parties according to each Party's percentage of Reserved Capacity in the Water Intake System.

(f) Capital Expenses shall be paid by the Parties on a pro rata basis according to each Party's ownership interest based on the Reserved Capacity in the facility being repaired, rehabilitated or replaced.

VI. NEGOTIATION AND MEDIATION OF DISPUTES

6.01 Agreement Regarding Remedies. The Parties agree that their respective obligations under this Agreement are unique and the failure by any Party to perform its obligations under this Agreement would not be capable of being appropriately remedied by award of damages to any other affected Party to this Agreement and in any event, such damages would be difficult, if not impossible, to determine because of the unique nature of the Parties' obligations to each other hereunder. Further, the Parties agree that the remedy of termination of this Agreement by any Party is inappropriate and not in the public interest. Therefore, the Parties agree that they shall be entitled, and limited, to the remedies of specific performance, mandamus and injunction in the event of any breach of any obligation by any Party under this Agreement. The Parties hereby waive any requirement that they be required to provide any bond or other surety in order to obtain any of the agreed upon remedies.

6.02 Agreement to Negotiate First to Resolve Issues. The Parties agree to attempt first to resolve disputes concerning this Agreement amicably by promptly entering into negotiations in good faith. The Parties agree that they will not refer any dispute to another dispute resolution procedure including mediation or litigation until they have first made reasonable and good faith efforts to settle their differences by joint negotiations conducted in a timely manner.

6.03 Agreement to Mediate. If any dispute cannot be resolved through good faith negotiation, then the Parties shall endeavor to resolve the dispute by mediation as provided herein.

6.04 Presentation of Written Claim Regarding Disputes Not Resolved by Negotiation. In the event that a dispute is not resolved as a result of such negotiations, either party may at any time give formal written notice to the other of a "claim." A "claim" as used herein means a demand or assertion by one of the Parties (the "claimant") seeking, as a matter or right, adjustment or interpretation of contract terms, the payment of money, an extension of time for performance or other relief with respect to the terms of this Agreement or any other dispute or matter in question among the Parties arising out of or related to this Agreement. Such notice shall be in writing. After such notice is given, the dispute resolution procedure provided for below shall immediately enter into effect.

6.05 Performance During Mediation. The claimant shall continue with performance under this Agreement pending mediation of the dispute.

6.06 Appointment of Mediator. Promptly following the making of a written claim by any Party, the Parties will consult with one another to agree on the appointment of a mediator acceptable to all Parties. The mediator shall have experience in matters of the kind giving rise to the claim. If within five (5) business days the Parties are unable to agree on the appointment of a mediator, then any Party may request the appointment of a mediator by the Center for Public Policy Dispute Resolution at the University of Texas at Austin School of Law. The Parties shall endeavor to secure such appointment from the Center for Public Policy Dispute Resolution within ten (10) business days after the request for same is made. The Parties agree to utilize the mediator appointed by the Center unless they ultimately reach agreement on an alternative selection and give notice to the Center that another selection has been made by agreement.

6.07 Rules for Mediation. The Parties agree to the following stipulations concerning the conduct of the mediation:

(a) The mediator shall be impartial among the Parties and shall have no conflict of interest.

(b) The mediator shall not have any past, present or anticipated financial interest in the Agreement except for the payment for services as mediator nor shall the mediator have been previously employed or acted as a consultant, attorney, employee, engineer, architect, contractor or subcontractor of any Party nor have any present or anticipated future engagement of the kind described. Before the engagement of the mediator is finalized, the mediator shall provide to the Parties a disclosure statement containing a resume of experience, a description of past, present or anticipated future relationships to the Parties, their engineers, contractors, subcontractors, attorneys, architects, or consultants.

(c) The mediation shall be held at a time and location mutually agreeable to the Parties and the mediator provided, however, that the mediation shall commence no later than fifteen (15) business days following the confirmation of appointment.

(d) At least five (5) business days prior to the mediation, the claimant shall submit to the Parties and the mediator a statement of the claimant's position, the issues that need to be resolved and a summary of the arguments supporting the claimant's position. At least two (2) business days prior to the mediation, the responding Parties shall submit their written response to the claimant's statement and provide a summary of their arguments in response.

(e) If the Parties agree that independent expert or technical advice would be helpful in facilitating a negotiated resolution of the dispute, the mediator may make arrangements to obtain such advice, and may, with the agreement of the Parties, make arrangements for an independent expert to render a non-binding advisory opinion with respect to any technical matters in dispute after hearing the contentions of the Parties with

respect thereto. The expenses of obtaining such independent advice or advisory opinion shall be borne equally by the Parties.

(f) No Party shall engage in any private interview, discussion or argument with the mediator concerning the subject matter of the mediation.

(g) The fees of the mediator and any other costs of administering the mediation shall be borne equally by the Parties unless otherwise agreed among them in writing.

(h) The mediator may promote settlement in any manner the mediator believes appropriate at one or several mediation sessions as agreed to by the Parties. The mediation shall continue only so long as desired by the Parties and with the consent of all of them.

(i) Mediation sessions shall be private unless otherwise required by law. Persons other than the representatives of the parties may attend mediation sessions only with the permission of all Parties and the consent of the mediator.

(j) All communications made in the course of the mediation process including any advice or advisory opinions rendered shall be confidential in accordance with V.T.C.A. Civil Practice and Remedies Code, Section 154.073, as amended.

6.08 Exception. Notwithstanding the foregoing provisions of Sections 6.02-6.07, the Parties agree that those provisions shall not be applicable in emergency situations.

VII. GENERAL PROVISIONS

7.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Chapter 552, *Texas Local Government Code*, as amended.

7.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

7.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Parties. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

7.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

7.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

7.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

7.07 Amendments. This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

7.08 Applicable Law; Venue. This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue for legal actions involving this Agreement shall be in Williamson County, Texas with respect to state court, and the United States District Court for the Western District of Texas with respect to federal court.

7.09 No Partnership Created. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

7.10 Waiver of Immunity. Neither Cedar Park nor Leander waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and the United States.

7.11 No Guarantee of Service. The Parties agree that the Intake Project may experience mechanical, electrical, or operational problems that render the Intake Project, from time to time, unable to deliver water at the Delivery Points. To the fullest extent permitted by law the Parties shall indemnify, defend, and hold harmless each Party from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from a failure of the Intake Project.

7.12 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed email; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CEDAR PARK:

Christopher Copple
Assistant City Manager
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613
Telephone: (512) 401-5000
Email: christopher.copple@cedarparktexas.gov

with copy to:

JP LeCompte
City Attorney
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613
Telephone: (512) 401-5004
Email: JP.LeCompte@cedarparktexas.gov

LEANDER:

Richard B. Beverlin, III
City Manager
105 N. Brushy
Leander, Texas 78641
Telephone: (512) 528-2700
Email: rbeverlin@leandertx.gov

with copy to:

The Knight Law Firm, LLP
223 W. Anderson Lane, Suite A105
Austin, Texas 78752
Telephone: (512) 323-5778
Email: paige@cityattorneytexas.com

7.13 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

- Exhibit A - Cost Estimate
- Exhibit B - Easements
- Exhibit C - Schedule
- Exhibit D - Form Bill of Sale and Assignment

7.14 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

7.15 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed, and attested in duplicate by their duly authorized officers, as of the Effective Date.

ATTEST:

City Secretary

CITY OF CEDAR PARK:

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

City Secretary

CITY OF LEANDER:

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT “A”

ESTIMATED INTAKE PROJECT COSTS

Exhibit A - Estimated Intake Project Costs

**City of Cedar Park and City of
Leander Drought Contingency
Project**

Description	Estimated Cost	Cedar Park Cost Allocation ¹	Leander Cost Allocation ²
Easements	Defined in Exhibit B - Easements		
Engineering Services			
Design Services	\$508,781	\$356,147	\$152,634
Bid and Construction Phase Services	\$600,000	\$420,000	\$180,000
Construction Contract and Owner Procured Equipment and Services	\$4,500,000	\$3,150,000	\$1,350,000
Grand Total	\$5,608,781	\$3,926,147	\$1,682,634

¹ Cedar Park Reserved Capacity - 70%

² Leander Reserved Capacity - 30%

EXHIBIT “B”

Easements

EXHIBIT “C”

Schedule

Exhibit C - Schedule

City of Cedar Park and City of Leander Drought Contingency Project

Activity	Duration
Procurement Phase	2 months
Construction Phase - Substantial Completion	6 months
Construction Phase - Final Completion	1 month

EXHIBIT “D”

FORM BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: _____

Grantor’s Mailing Address (including county):

Grantee: _____

Grantee’s Mailing Address (including county):

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit “A” attached hereto.

Intangible Assets: See Exhibit “B” attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

- a) the Facilities as described on **Exhibit “A”**; and,

b) the Intangible Assets described on **Exhibit “B”** .

Reference is hereby made to that certain

Interlocal agreement between the City of Cedar Park and the City of Leander regarding design, construction, operation, and maintenance of the drought contingency raw water intake dated _____, 2023 between Grantor and Grantee (the “*Agreement*”). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

GRANTEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

to Bill of Sale and Assignment

DESCRIPTION OF FACILITIES

1. An undivided _____ percentage (____%) ownership interest in _____ and all associated equipment, facilities and appurtenances thereto, as more particularly described in the Agreement.

2. An undivided _____ percentage (____%) ownership interest in _____ and all associated equipment, facilities and appurtenances thereto, as more particularly described in the Agreement.

EXHIBIT B

to Bill of Sale and Assignment

DESCRIPTION OF INTANGIBLE ASSETS

1. All rights, including but not limited to those rights arising under warranties or other guarantees, held by Grantor pertaining to the Facilities described in Exhibit "A" attached hereto.



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Northline Blocks C, D, L, and M.

BACKGROUND:

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

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on May 4, 2023 which will provide warranty and maintenance coverage for the public infrastructure improvements through May 4, 2025. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

RECOMMENDATION:

Staff recommends City Council's formal acceptance of the public infrastructure improvements for Northline – Blocks C, D, L, & M.

PRESENTER:

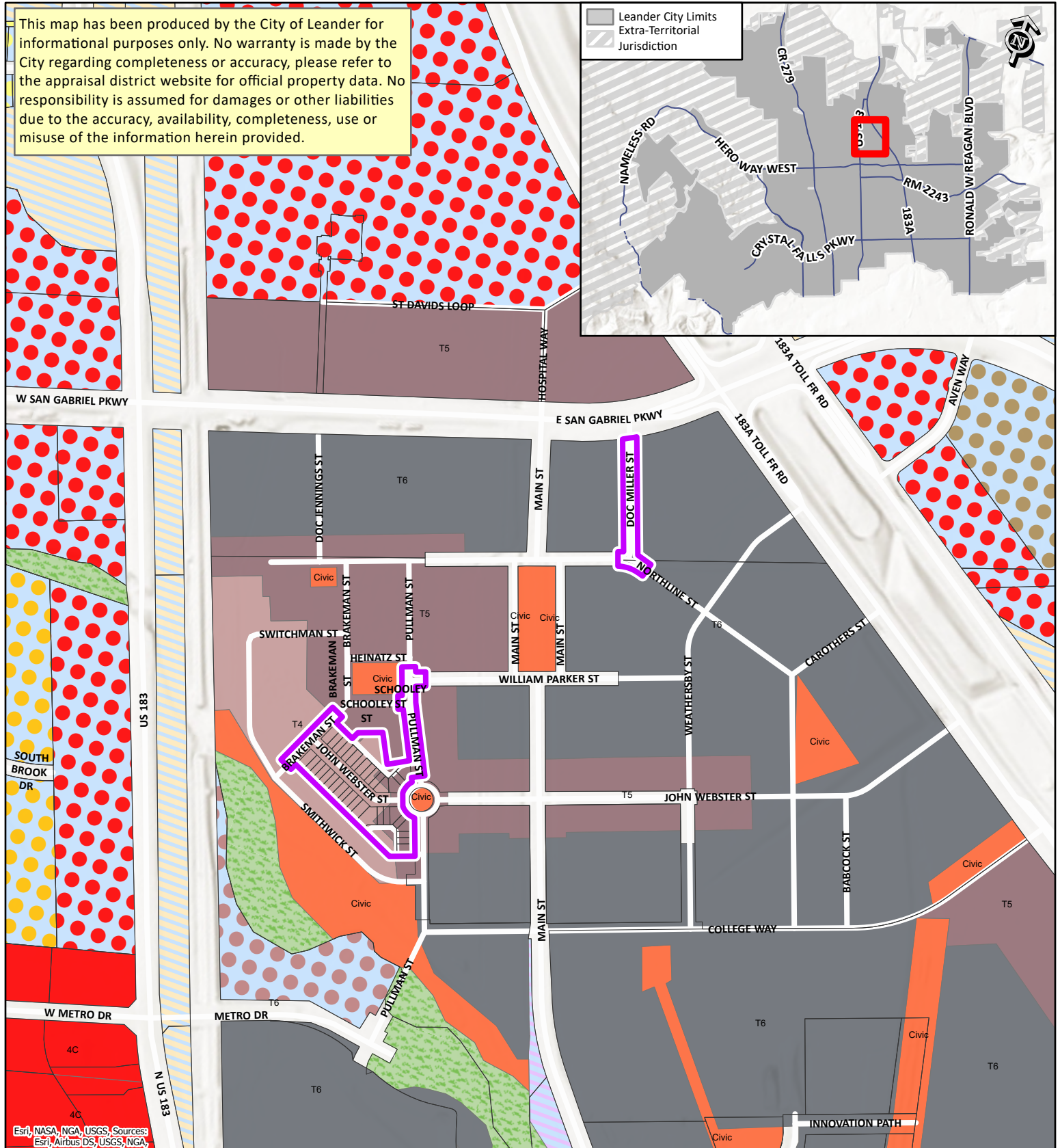
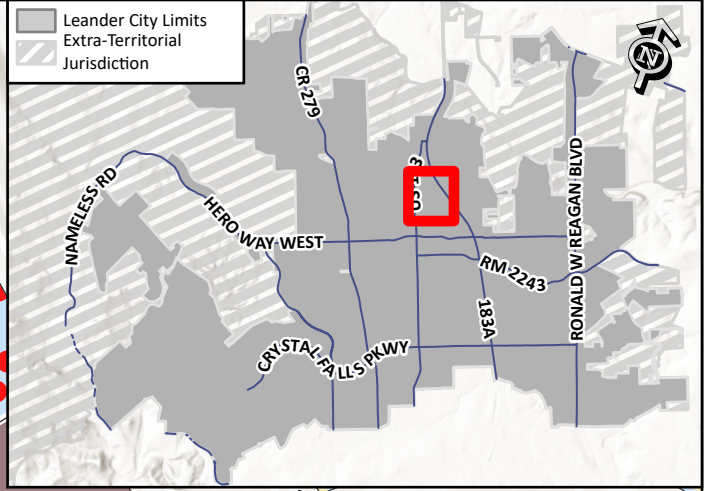
Emily Truman, P.E., CFM, PMP, City Engineer

Attachments

1. Northline Blks CDLM Acceptance Documents

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

Leander City Limits
Extra-Territorial
Jurisdiction



SUBDIVISION ACCEPTANCE

Northline CDLM - 21-TOD-PICP-016

Accepted Subdivision



RETAIL / COMMERCIAL

GC - General Commercial

PUD LAND USE

PUD - Single-Family

PUD - Townhomes

PUD - Multi-Family

PUD - Local Commercial

PUD - General Commercial

SECTORS

OS - Open Space

CD - Conventional Sector

S2 - Station Sector

TRANSECTS

Civic Building

T4 - Genral Urban

T5 - Urban Center

T6 - Urban Core



0 500 1,000
Feet

November 12, 2022

BUILDING OWNER/DESIGNATED AGENT:

Northline Leander Development Company, LP
2601 Wooldridge Drive
Austin, Texas 78703

PROJECT:

Northline - Blocks C, D, L, & M

400 Northline Street, Leander, TX 78641



TDLR Project #: TABS2023005084

Contour Project No: 22-140

Lead Designer: WGI

REGISTERED ACCESSIBILITY SPECIALIST:

Elaine Andersen, RAS #1284
Co-Founder

PROJECT SCOPE: Construction of roads, on street parking, drainage, and utilities.

INSPECTION COMPLETED – NO VIOLATIONS

Dear Owner:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469 along with the US Access Board's Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way.

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

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

If you have any questions or need further assistance, or if you are not the owner of record for this facility, contact Elaine Andersen at (512) 415-6000.



March 13, 2023

City of Leander
P.O. Box 319
Leander, Texas 78646

RE: Engineer's Concurrence Letter
Northline – Blocks C, D, L, & M (full scope)
Southwest Corner of 183A Toll Road & San Gabriel Parkway
Leander, Williamson County, Texas 78641

COL Case No. **21-TOD-PICP-016**

To Whom It May Concern:

On October 20, 2022, a representative from my firm made a final visual inspection of the above referenced project. I, Joel Blok, the undersigned professional engineer (No. 123800), have also visited the site during construction and observed that the public roadways, curb and gutter, sidewalk ramps, wet utilities, dry utilities, drainage infrastructure, signage, striping, and all other items in the above-referenced project were constructed per the approved plans with insignificant deviation.

No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the Subdivision Ordinance and Composite Zoning Ordinance.

If applicable, for closeout of public improvement construction projects (PICP), I additionally certify that all project closeout procedures with other governmental entities have been completed and finalized prior to submittal of my concurrence letter to the City of Leander.

I trust that this letter is sufficient for its intended purpose of conveying to your office that, per my office's observation, the above referenced portions of the project have been sufficiently completed. Should you have any questions, please don't hesitate to contact our office.

Sincerely,

WGI
Texas Engineering Firm No. F-15085

Joel Blok, PE
Market Leader

Enclosures:
[none]





March 13, 2023

Ms. Emily Truman, PE
City Engineer, City of Leander
201 N Brushy Street
Leander, Texas 78641
(512) 528-2797; ETruman@leandertx.gov

Re: **Northline Phase 1 Cost Summary**
Northline – Blocks C, D, L, & M (COL Case 21-TOD-PICP-016)
Southwest Corner of 183A Toll Road & San Gabriel Parkway
City of Leander, Williamson County, Texas 78641

Dear Ms. Truman,

The purpose of this letter is to provide a summary of the final costs for public improvements installed by the Project Contractor (DeNucci Constructors) in the Northline – Blocks C, D, L, & M Project at the address above.

The following information applies to this Project:

- Final Plat Legal Name as Recorded: **Northline Block C and Lots 1 & 2, Block D; Northline Lots 1-21, Block L and Lots 1-15, Block M**
- Name on Approved Construction Documents: **Northline – Blocks C, D, L, & M (COL Case 21-TOD-PICP-016)**
- Name on Bank Bond for Fiscal Posting: **Northline – Blocks C, D, L, & M (COL Case 21-TOD-PICP-016)**

The final project costs are summarized in the tables below along with the anticipated 10% maintenance bond value.

COST CATEGORY	NORTHLINE - BLOCKS C/D/L/M (21-TOD-PICP-016)		
	CITY IMPROVEMENTS	DEVELOPER IMPROVEMENTS	TOTAL
STREETS	\$ -	\$ 621,500.56	\$ 621,500.56
DRAINAGE	\$ -	\$ 731,253.18	\$ 731,253.18
WATER	\$ -	\$ 410,168.97	\$ 410,168.97
WASTEWATER	\$ -	\$ 322,858.59	\$ 322,858.59
RECLAIMED WATER	\$ -	\$ 119,888.95	\$ 119,888.95
DRY UTILITIES	\$ -	\$ 1,269,613.80	\$ 1,269,613.80
OVERALL TOTAL	\$ -	\$ 3,475,284.05	\$ 3,475,284.05
		10% Maintenance Bond	\$ 347,528.41

A detailed breakout of the itemized costs is furnished in the attached final pay application (Developer #30). There is no scope for the referenced phase of the Project in the City pay application(s).

Please do not hesitate to reach out to our office with any questions or requests for clarification.

Respectfully submitted,
WGI, Inc. (Firm Registration F-15085)

Joel Blok, P.E.
Market Leader
Joel.Blok@WGInc.com



MAINTENANCE BOND
Subdivision Improvements

Bond No. 022232126

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Denucci Constructors, LLC
as Principal, whose address is 8310-1 Capital of Texas Highway N., Suite 275, Austin, TX 78731 and
Liberty Mutual Insurance Company a Corporation organized under the
laws of the State of Massachusetts, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Three Hundred Forty-Seven Thousand Five Hundred Twenty-Eight and 41/100s Dollars
(\$ 347,528.41) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed Northline - Blocks C, D, L, & M
(COL Case 21-TOD-PICP-016)

(the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2nd day of March, 2023.

Denucci Constructors, LLC

Principal

By: Paul T. Denucci
Title: MGR.

Address: 8310-1 Capital of Texas Highway N., Suite 275

Austin, TX 78731

Liberty Mutual Insurance Company

Surety

By: Sandra Lee Roney
Title: Sandra Lee Roney, Attorney-in-Fact

Address: 175 Berkley Street

Boston, MA 02116

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

Troy Key, Mullis Newby Hurst

5057 Keller Springs Road, Suite 200, Addison, TX 75001

(Seal)



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

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

Certificate No: **8204825-022136**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Rose Crawford, Cheri Lynn Irby, Debra Lee Moon, John William Newby, Joshua D Tritt, Sandra Lee Roney, Suzanne Elizabeth Niedzwiedz, Troy Russell Key

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of February, 2021.



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of March, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

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Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

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

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

STATE OF TEXAS

COUNTY OF TRAVIS

Date: 02/21/2023

Owner(s): Northline Leander Development Company,
LP City of Leander

Contractor/Material
Provider ("Affiant"): DeNucci Constructors, LLC

Project : Northline - "Blocks C, D, L, & M (COL Case 21-TOD-PICP-016)"

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

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

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

Initialed: 

PAGE 1 of 2

SUBSCRIBED AND SWORN TO BY Affiant on this 21st day of February, 2023.

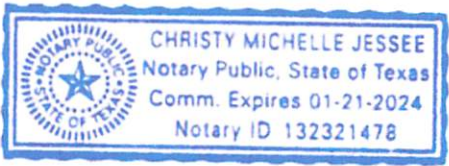
AFFIANT:
Signature: 
Typed Name: Paul T. DeNucci
Title: Manager

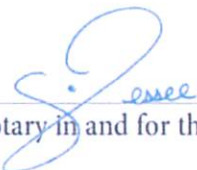
STATE OF TEXAS
COUNTY OF TRAVIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 21st day of February, 2023.

[SEAL]




Notary in and for the State of Texas
Name: Christy Jessee
My commission expires: January 21, 2024

Initialed: 



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Palmera Bluff Section 6.

BACKGROUND:

The Public infrastructure improvements required for the Palmera Bluff Section 6 Subdivision have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this subdivision have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on May 4, 2023 which will provide warranty and maintenance coverage for the public infrastructure improvements through May 4, 2025. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

RECOMMENDATION:

Staff recommends City Council's formal acceptance of the public infrastructure improvements for Palmera Bluff Section 6.

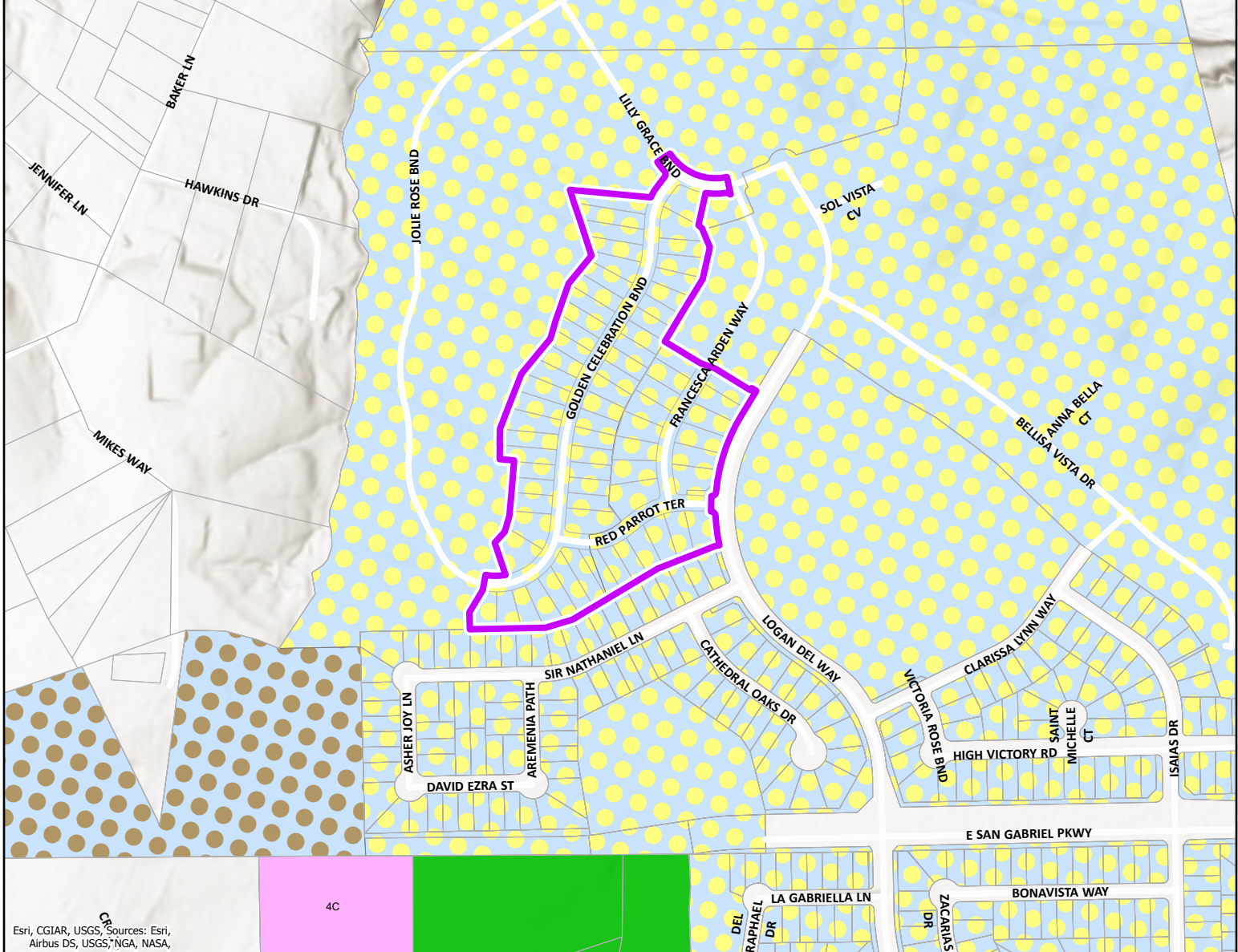
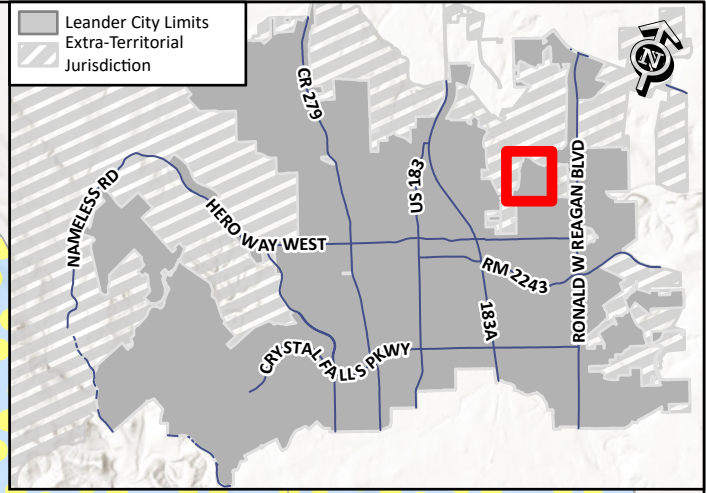
PRESENTER:

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

Attachments

1. Acceptance Documents Palmera Bluff Section 6

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

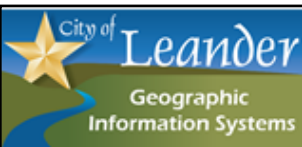


Esri, CGIAR, USGS, Sources: Esri, Airbus DS, USGS, NASA, NASA

SUBDIVISION ACCEPTANCE

Palmera Bluff Sec 6 - 20-PICP-026

Accepted Subdivision



- RESIDENTIAL
 - SFR - Single-Family Rural
- RETAIL / COMMERCIAL
 - HC - Heavy Commercial
- PUD LAND USE
 - PUD - Single-Family
 - PUD - Multi-Family



0 500 1,000
Feet



RANDALL JONES & ASSOCIATES ENGINEERING, LLC

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

Engineer's Concurrence for Project Acceptance

Project: Palmera Bluff Section 6

Date: 11/02/22

City of Leander Issued Permit Number: 20-PICP-026

Owner's Name & Address

Palmera Bluff Development, Inc.

1011 N. Lamar Blvd.

Austin, TX 78703

Consultant Engineer's Name & Address

Randall Jones & Associates Engineering, LLC

2900 Jazz St.

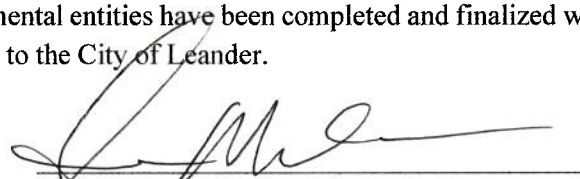
Round Rock, TX 78664

On this date, I, the undersigned Professional Engineer in the State of Texas, or my representative, have made a visual inspection of the above-referenced project, including WQP 2 and WQP 6 improvements. The WQP improvements include: facility mechanical controls start up testing, embankment grading, bench and basin grading/elevations/concrete weir and divider wall elevations. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements, including WQP 2 and WQP 6 improvements, are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the City of Leander Subdivision Ordinance and Composite Zoning Ordinance. I, therefore, recommend acceptance of this project by the City of Leander, without the need for fencing the ponds. The dry ponds are designed with 3:1 slope with access ramps at 4:1 slope for maintenance. The wet pond has a safety shelf and 3:1 side slope, with a maintenance path for all-around access.

If applicable, for closeout of public improvement construction project (PICP) permits, I additionally certify that all project closeout procedures with other governmental entities have been completed and finalized with each entity prior to submittal of my concurrence letter to the City of Leander.



11-7-2022


Signature

Sinyale Woods

Typed Name

Randall Jones & Associates Engineering, LLC

Engineering Firm Name

F-9784

Registered Engineering Firm Number

ENGINEER'S CONCURRENCE FOR FINAL COMPLETION

PROJECT: Palmera Bluff Section 6 – 20-PICP-026) Pond Improvements

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

OWNER/DEVELOPER'S NAME AND ADDRESS

Dustin Einhaus
Palmera Bluff Development, Inc.
1011 N Lamar Boulevard
Austin, Texas 78703

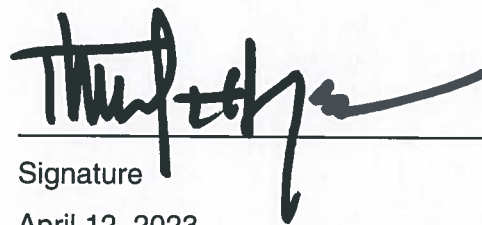
CONSULTANT ENGINEER'S NAME AND ADDRESS

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

On this day, I, the undersigned Professional Engineer, made a visual inspection of the above referenced project. Based on the site visit, all pond related improvements for Palmera Bluff Section 6 Public Improvement Construction Plans (20-PICP-026), have been completed in substantial conformance with the approved plans. The aerator and well for Pond 2 and the grading, walls, outfall structures and other appurtenances for both Ponds 2 and 6 appear to be constructed in substantial conformance with the approved plans. No deficiencies in construction were visible or brought to my attention except the below listed items. Concurrence for the balance of the subdivision improvements has been provided by others. I, therefore, recommend acceptance of this portion of the project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander, and the Design Engineer:

Maintain erosion controls downstream of pond improvements until permanent revegetation is established.





Signature

April 12, 2023

Date

100072

Texas Registration Number

October 13, 2022

20-PICP-026
Palmera Bluff Section 6

BUILDING OWNER/DESIGNATED AGENT:

Palmera Bluff Development, Inc.
1011 N. Lamar
Austin, TX 78703

PROJECT:

Palmera Bluff Section 6

1445 CR 270, Leander, TX 78641



TDLR Project #: TABS2021015026

Contour Project No: 21-058

Lead Designer: Randall Jones & Associates Engineering, Inc.

REGISTERED ACCESSIBILITY SPECIALIST:

Elaine Andersen, RAS #1284
Co-Founder

PROJECT SCOPE: Construction of subdivision infrastructure to serve 76 total lots including curb ramps & sidewalks not located in front of single family lots.

INSPECTION COMPLETED – NO VIOLATIONS

Dear Owner:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

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

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

If you have any questions or need further assistance, or if you are not the owner of record for this facility, contact Elaine Andersen at Elaine@contour-collective.com.

MAINTENANCE BOND
Subdivision Improvements

Bond #258324Y

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, Inc.
as Principal, whose address is 408 Fannin Avenue, Round Rock, TX 78664 and
Westfield Insurance Company a Corporation organized under the
laws of the State of Ohio, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Three Hundred Sixty Nine Thousand Nine Hundred Fifty Eight and 59/100 Dollars
(\$369,958.59) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed Palmera Bluff Section 6 (20-PICP-026) -
Streets, Drainage, Water, Wastewater Improvements (the "improvements")
pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a
part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11th day of November, 2022.

JL Gray Construction, Inc.
Principal

By: [Signature]
Title: _____

Address: 408 Fannin Avenue
Round Rock, TX 78664

Westfield Insurance Company
Surety

By: [Signature]
Jack Nottingham
Title: Attorney-in-Fact

Address: 2255 Ridge Road, Suite 333
Rockwall, TX 75087

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

Jack Nottingham
2255 Ridge Road, Suite 333, Rockwall, TX 75087

(Seal)



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **MAY** A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **25th** day of **MAY** A.D., **2022**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **11th** day of **November** A.D., **2022**.



Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company**:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

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Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

SureTec Insurance Company

MAINTENANCE BOND

Bond No. 5321819

KNOW ALL MEN BY THESE PRESENTS, that we Denbow Company, Inc.
as Principal, and SureTec Insurance Company, as Surety, are
held and firmly bound unto City of Leander as Obligee, in the
penal sum of Seven Thousand Nine Hundred Seven Dollars and Eighty Eight Cents
(\$ 7,907.88) to which payment well and truly to be made we do bind ourselves, and each
of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with City of Leander
dated _____ for Palmera Bluff Section 6 Public Improvement Construction Plan,
which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of
2 year (s) after substantial completion of the work performed under the Contract against defects in
workmanship and materials in the Work which would have been the responsibility under the Contract for which
written notice is made to Surety during said period.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify
the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship in
the Work which may become apparent and with respect to which notice is delivered to Surety in writing during
the period of 2 year (s) from and after date of substantial completion of the work, then this obligation
shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named
herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the
date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 31st day of October, 2022.

Denbow Company, Inc.

Principal

By: _____

SureTec Insurance Company

By: _____

Jake Bell, Attorney-in-Fact



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jake Bell

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Denbow Company, Inc.

Obligee: City of Leander

Amount: \$ 7,907.88

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

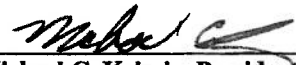
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of October, A.D. 2020.

SURETEC INSURANCE COMPANY

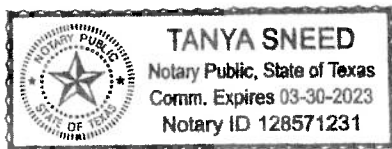
By: 
Michael C. Keimig, President

State of Texas
County of Harris

ss:



On this 27th day of October, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

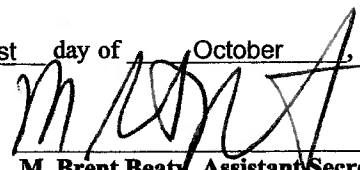




Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 31st day of October, 2022, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



**RANDALL JONES & ASSOCIATES
ENGINEERING, LLC**

2900 JAZZ STREET • ROUND ROCK, TEXAS 78664

November 1, 2022

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

RE: Palmera Bluff Section 6 (20-PICP-026)
RJE Job# 2865

To Whom It May Concern,

The following cost summary is based on the attached pay estimates from the contractors.

Streets & Erosion Control =	\$ 563,565.48
Drainage =	\$1,987,338.25
Water =	\$ 375,049.50
Wastewater =	\$ 661,410.10
Street Lights =	\$ 79,078.08
Landscape =	\$ 33,144.44
TOTAL =	\$3,699,585.85

Maintenance Bond:

Total improvements =	\$3,699,585.85
Maintenance bond (10%) =	\$ 369,958.59

Inspection Fee:

Total improvements =	\$3,699,585.85
Inspection fees (3.5%) =	\$ 129,485.50
Currently paid inspection fees =	\$ 66,301.15
Remaining inspection fees to be paid =	\$ 63,184.35

Please advise of your approval of the maintenance bond amount of **\$369,958.59** and remaining inspection fee amount of **\$63,184.35**.

Very truly yours,


Sinyale Woods, P.E.



11-1-2022

APPLICATION AND CERTIFICATE FOR PAYMENT / JL Gray Construction

Page | 1

TO OWNER: Palmera Bluff Development Inc 1011 North Lamar Austin, TX 78703		PROJECT: Palmera Bluff Section 6 STREETS	APPLICATION NO: 2	Distribution \$ 8,974.00 \$ 897.40 \$ 8,076.60
FROM CONTRACTOR: JL Gray Construction Inc P O. Box 508 Georgetown, TX 78627		ENGINEER	PERIOD TO: 10/31/2022	
			JL GRAY CONSTRUCTION INVOICE NO. 2202-25	
CONTRACT DATE:				

CHANGE ORDER SUMMARY		
Change orders approved in Previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0.00	0.00
Approved this Month	0.00	0.00
TOTALS	0.00	0.00
Net changes by Change Orders	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JL GRAY CONSTRUCTION, INC.

BY: 

Date: 10/28/22

OWNER: Palmera Bluff Development Inc

BY: _____

Date: _____

ENGINEERY CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	451,124.05
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE	\$	451,124.05
4. TOTAL COMPLETED & STORED TO DATE (Column G on J703)	\$	451,124.05
5. Retainage:		
a. 10 % of Cpt Work	\$ 45,112.42	
(Column D + E on G703)		
b. % of Stored Mtl	\$	
(Column F on G703)		
Total Retainage (Line 5a + 5b or (Total column 1 of J703)	\$	45,112.42
6. TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	\$	406,011.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	397,935.03
8. CURRENT PAYMENT DUE	\$	8,076.60
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	45,112.42

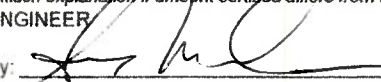
State of: Texas County of: Williamson
Subscribed and sworn to before me this 28th day of October, 2022
Notary Public: 

My Commission expires: 03/12/26

AMOUNT CERTIFIED: \$

(Attach explanation if amount certified differs from the amount applied for.)

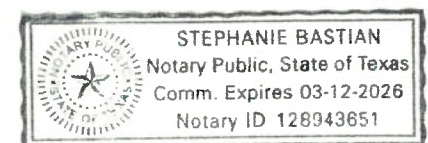
ENGINEER

By: 

Date: 10-31-2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

JL GRAY CONSTRUCTION MONTHLY PROGRESS PAYMENT



CONTRACT:

Palmera Bluff Section 6

CONTRACTOR:

JL GRAY CONSTRUCTION, INC
PO BOX 508
GEORGETOWN, TX 78627

PROGRESS PAYMENT NO: 2
 PROGRESS PAYMENT PERIOD: 10/31/2022

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	SUBGRADE PREPARATION	12,891	SY	2.25	29,004.75	12,891	0	12,891	29,004.75	29,004.75	0.00	100
2	8" BASE	12,891	SY	8.50	109,573.50	12,891	0	12,891	109,573.50	109,573.50	0.00	100
3	CURB & GUTTER	5,437	LF	17.25	93,788.25	5,437	0	5,437	93,788.25	93,788.25	0.00	100
4	2" HMAC	9,514	SY	13.25	126,060.50	9,514	0	9,514	126,060.50	126,060.50	0.00	100
5	2' RIBBON CURB	28	LF	42.00	1,176.00	28	0	28	1,176.00	1,176.00	0.00	100
6	TYPE 2 DRIVEWAY - 12' WIDE	3	EA	1615.00	4,845.00	3	0	3	4,845.00	4,845.00	0.00	100
7	STOP SIGNS W/STOP BAR	4	EA	785.00	3,140.00	0	4	4	3,140.00	0.00	3,140.00	100
8	5' SIDEWALKS	1,158	LF	30.25	35,029.50	1,158	0	1,158	35,029.50	35,029.50	0.00	100
9	CURB RAMPS	10	EA	1255.00	12,550.00	10	0	10	12,550.00	12,550.00	0.00	100
10	GRADE TO DRAIN	8	LF	1150.00	9,200.00	8	0	8	9,200.00	9,200.00	0.00	100
11	BLUE RAISED REFLECTORS	6	EA	14.00	84.00	0	6	6	84.00	0.00	84.00	100
12	CONCRETE VALLEY GUTTER	2	EA	4050.00	8,100.00	2	0	2	8,100.00	8,100.00	0.00	100
13	INSTALL BARRICADE	4	EA	1400.00	5,600.00	0	4	4	5,600.00	0.00	5,600.00	100
14	REMOVE BARRICADE	1	EA	150.00	150.00	0	1	1	150.00	0.00	150.00	100
15	STAKING CURB & GUTTER	5,437	LF	1.15	6,252.55	5,437	0	5,437	6,252.55	6,252.55	0.00	100
16	RESET PINS	1	LS	6570.00	6,570.00	1	0	1	6,570.00	6,570.00	0.00	100

TOTAL CONTRACT	451,124.05	451,124.05	442,150.05	8,974.00	100
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TOTAL COMPLETED TO DATE	451,124.05
TOTAL COMPLETED / STORED TO DATE	451,124.05
RETAINAGE HELD	45,112.42
TOTAL COMPLETED LESS RETAINAGE	406,011.63
LESS PREVIOUS BILLINGS	397,935.03
CURRENT PAYMENT DUE	8,076.60

ORIGINAL CONTRACT	451,124.05
CONTRACT CHANGES	0.00
TOTAL CONTRACT WITH CHANGES	451,124.05
WORK COMPLETED TO DATE	451,124.05

APPLICATION AND CERTIFICATE FOR PAYMENT / JL Gray Construction

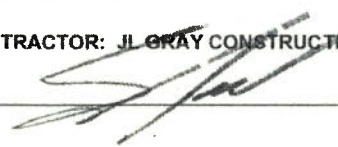
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TO OWNER:	PROJECT:	APPLICATION NO.	9	Distribution
Palmera Bluff Development Inc	Palmera Bluff Section 6			\$ 0.00
1011 North Lamar	UTILITIES			\$ -313,623.97
Austin, TX 78703		PERIOD TO:	9/30/2022	\$ 313,623.97
FROM CONTRACTOR:	ENGINEER	JL GRAY CONSTRUCTION		
JL Gray Construction Inc	Randall Jones Engineering	INVOICE NO	2202URET	
P.O. Box 508		CONTRACT DATE:		
Georgetown, TX 78627				

CHANGE ORDER SUMMARY		
Change orders approved in Previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	298,227.68	91,678.00
Approved this Month	0.00	0.00
TOTALS	298,227.68	91,678.00
Net changes by Change Orders	206,549.68	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JL GRAY CONSTRUCTION, INC.

BY: 

Date: 10/12/22

OWNER: Palmera Bluff Development Inc

BY: _____

Date: _____

MUD:

By: _____

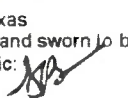
Date: _____

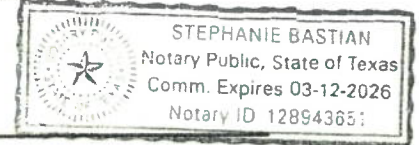
ENGINEERING CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	2,929,689.60
2. Net change by Change Orders	\$	206,549.68
3. CONTRACT SUM TO DATE	\$	3,136,239.28
4. TOTAL COMPLETED & STORED TO DATE	\$	3,136,239.28
(Column G on J703)		
5. Retainage:		
a. 10 % of Cpt Work	\$ 0.00	
(Column D + E on G703)		
b. % of Stored Mtl	\$	
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
(Total column 1 of J703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	3,136,239.29
(Line 4 less 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificates)	\$	2,822,615.32
8. CURRENT PAYMENT DUE	\$	313,623.97
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	0.00
(Line 3 less Line 6)		

State of: Texas County of: Williamson
Subscribed and sworn to before me this 12th day of October, 2022
Notary Public: 



My Commission expires: 03/12/26

AMOUNT CERTIFIED: \$ _____

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By:  Date: 10/12/2022
DISTRICT ENGINEER MUD
By:  Date: 10/12/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

JL GRAY CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT:

Palmera Bluff Section 6

 PROGRESS PAYMENT NO: 9
 PROGRESS PAYMENT PERIOD: 9/30/2022

CONTRACTOR:

 JL GRAY CONSTRUCTION, INC
 PO BOX 508
 GEORGETOWN, TX 78627

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
STREET EXCAVATION & DRAINAGE												
1	CLEARING (ROW & TURNAROUNDS)	18,017	SY	11.00	198,187.00	18,017	0	18,017	198,187.00	198,187.00	0.00	100
2	CLEARING FOR POND #6	18,145	SY	1.00	18,145.00	18,145	0	18,145	18,145.00	18,145.00	0.00	100
3	EXCAVATION/EMBANKMENT (ROW)	18,017	SY	11.50	207,195.50	18,017	0	18,017	207,195.50	207,195.50	0.00	100
4	18" RCP	797	LF	51.00	40,647.00	797	0	797	40,647.00	40,647.00	0.00	100
5	24" RCP	563	LF	72.00	40,536.00	563	0	563	40,536.00	40,536.00	0.00	100
6	30" RCP	568	LF	95.00	53,960.00	568	0	568	53,960.00	53,960.00	0.00	100
7	36" RCP	572	LF	163.00	93,236.00	572	0	572	93,236.00	93,236.00	0.00	100
8	POND #6 (WATER QUALITY & DETENTION) - COMPLETE IN PLACE	1	LS	316850.00	316,850.00	1	0	1	316,850.00	316,850.00	0.00	100
9	5' DIA SSMH	9	EA	4960.00	44,640.00	9	0	9	44,640.00	44,640.00	0.00	100
10	INLETS 10-FOOT	15	EA	5150.00	77,250.00	15	0	15	77,250.00	77,250.00	0.00	100
11	INLETS 15-FOOT	1	EA	7800.00	7,800.00	1	0	1	7,800.00	7,800.00	0.00	100
12	36" SLOPING HEADWALL	2	EA	4100.00	8,200.00	2	0	2	8,200.00	8,200.00	0.00	100
13	36" SLOPING HEADWALL W/DISSIPATORS	1	EA	4750.00	4,750.00	1	0	1	4,750.00	4,750.00	0.00	100
14	TRENCH SAFETY	2,502	LF	1.00	2,502.00	2,502	0	2,502	2,502.00	2,502.00	0.00	100
15	STAKING STORM	2,502	LF	1.25	3,127.50	2,502	0	2,502	3,127.50	3,127.50	0.00	100
16	STAKING POND #6	1	LS	2000.00	2,000.00	1	0	1	2,000.00	2,000.00	0.00	100
17	CONTROL SURVEY STAKING	1	LS	5000.00	5,000.00	1	0	1	5,000.00	5,000.00	0.00	100
					1,124,026.00				1,124,026.00	1,124,026.00	0.00	100

OFFSITE DRAINAGE & EROSION

18	CLEARING FOR POND #2	8,834	SY	1.50	13,251.00	8,834	0	8,834	13,251.00	13,251.00	0.00	100
19	30" RCP	538	LF	98.00	52,724.00	538	0	538	52,724.00	52,724.00	0.00	100
20	42" RCP	311	LF	198.00	61,578.00	311	0	311	61,578.00	61,578.00	0.00	100
21	42" HDPE	55	LF	155.00	8,525.00	55	0	55	8,525.00	8,525.00	0.00	100
22	48" HDPE	52	LF	180.00	9,360.00	52	0	52	9,360.00	9,360.00	0.00	100
23	POND #2 - COMPLETE IN PLACE - TO INCLUDE COST OF WELL	1	LS	367500.00	367,500.00	1	0	1	367,500.00	367,500.00	0.00	100
24	4' DIA SSMH	6	EA	6600.00	39,600.00	6	0	6	39,600.00	39,600.00	0.00	100
25	5' DIA SSMH	1	EA	7525.00	7,525.00	1	0	1	7,525.00	7,525.00	0.00	100
26	6' DIA MANHOLE	4	EA	8025.00	32,100.00	4	0	4	32,100.00	32,100.00	0.00	100
27	7' DIA MANHOLE	1	EA	10035.00	10,035.00	1	0	1	10,035.00	10,035.00	0.00	100
28	42" STANDARD HEADWALL W/DISSIPATORS	1	EA	10685.00	10,685.00	1	0	1	10,685.00	10,685.00	0.00	100
29	48" STANDARD HEADWALL	1	EA	12855.00	12,855.00	1	0	1	12,855.00	12,855.00	0.00	100

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
	W/DISSIPATORS											
30	TRENCH SAFETY	958	LF	1.00	958.00	958	0	958	958.00	958.00	0.00	100
31	SILT FENCE - BOTH PONDS	1,187	LF	2.75	3,264.25	1,187	0	1,187	3,264.25	3,264.25	0.00	100
32	ROCK BERM	200	LF	31.00	6,200.00	200	0	200	6,200.00	6,200.00	0.00	100
33	STAKING STORM	958	LF	1.25	1,197.50	958	0	958	1,197.50	1,197.50	0.00	100
34	STAKING & POND #2 VERIFICATION	1	LS	5000.00	5,000.00	1	0	1	5,000.00	5,000.00	0.00	100
					642,357.75				642,357.75	642,357.75	0.00	100

WATER

35	8" PVC-900	2,550	LF	54.00	137,700.00	2,550	0	2,550	137,700.00	137,700.00	0.00	100
36	12" PVC-900	300	LF	122.00	36,600.00	300	0	300	36,600.00	36,600.00	0.00	100
37	2" PVC-900	38	LF	34.00	1,292.00	38	0	38	1,292.00	1,292.00	0.00	100
38	5 1/4" FIRE HYDRANT ASSEMBLY (Including but not limited to:	6	EA	5815.00	34,890.00	6	0	6	34,890.00	34,890.00	0.00	100
39	12" x 8" PVC REDUCER	1	EA	508.00	508.00	1	0	1	508.00	508.00	0.00	100
40	12" x 2" PVC REDUCER	1	EA	412.00	412.00	1	0	1	412.00	412.00	0.00	100
41	8" GATE VALVE	9	EA	1850.00	16,650.00	9	0	9	16,650.00	16,650.00	0.00	100
42	12" GATE VALVE	4	EA	3025.00	12,100.00	4	0	4	12,100.00	12,100.00	0.00	100
43	WET CONNECT	2	EA	1325.00	2,650.00	2	0	2	2,650.00	2,650.00	0.00	100
44	DOUBLE SERVICE	34	EA	2050.00	69,700.00	34	0	34	69,700.00	69,700.00	0.00	100
45	SINGLE SERVICE	5	EA	1615.00	8,075.00	5	0	5	8,075.00	8,075.00	0.00	100
46	2" IRRIGATION SERVICE	3	EA	5850.00	17,550.00	3	0	3	17,550.00	17,550.00	0.00	100
47	AIR RELEASE VALVE	1	EA	3490.00	3,490.00	1	0	1	3,490.00	3,490.00	0.00	100
48	BLOW OFF VALVE	5	EA	2165.00	10,825.00	5	0	5	10,825.00	10,825.00	0.00	100
49	4" IRRIGATION SLEEVES	390	LF	25.00	9,750.00	390	0	390	9,750.00	9,750.00	0.00	100
50	TRENCH SAFETY	2,850	LF	1.00	2,850.00	2,850	0	2,850	2,850.00	2,850.00	0.00	100
51	ADJUST VALVE CASTINGS	19	EA	275.00	5,225.00	19	0	19	5,225.00	5,225.00	0.00	100
52	STAKING WL	2,850	LF	1.15	3,277.50	2,850	0	2,850	3,277.50	3,277.50	0.00	100
53	STAKING SERVICE	1	LS	3120.00	3,120.00	1	0	1	3,120.00	3,120.00	0.00	100
					376,664.50				376,664.50	376,664.50	0.00	100

WASTEWATER (ONSITE)

54	8" PVC SDR26 0-8	87	LF	47.00	4,089.00	87	0	87	4,089.00	4,089.00	0.00	100
55	8" PVC SDR26 8-10	1,298	LF	53.00	68,794.00	1,298	0	1,298	68,794.00	68,794.00	0.00	100
56	8" PVC SDR26 10-12	244	LF	59.00	14,396.00	244	0	244	14,396.00	14,396.00	0.00	100
57	8" PVC SDR26 12-14	117	LF	66.00	7,722.00	117	0	117	7,722.00	7,722.00	0.00	100
58	8" PVC SDR26 14-16	12	LF	75.00	900.00	12	0	12	900.00	900.00	0.00	100
59	8" PVC SDR26 16-18	31	LF	85.00	2,635.00	31	0	31	2,635.00	2,635.00	0.00	100
60	8" PVC SDR26 18-20	31	LF	97.00	3,007.00	31	0	31	3,007.00	3,007.00	0.00	100
61	8" PVC SDR26 20-22	22	LF	111.00	2,442.00	22	0	22	2,442.00	2,442.00	0.00	100
62	8" PVC SDR26 22-24	7	LF	133.00	931.00	7	0	7	931.00	931.00	0.00	100
63	4' DIA MANHOLES	18	EA	6090.00	109,620.00	18	0	18	109,620.00	109,620.00	0.00	100
64	5' DIA DROP MANHOLES	1	EA	13130.00	13,130.00	1	0	1	13,130.00	13,130.00	0.00	100
65	SINGLE SERVICE ON NEW WW LINE	4	EA	2350.00	9,400.00	4	0	4	9,400.00	9,400.00	0.00	100

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
66	DOUBLE SERVICE ON NEW VVW LINE	26	EA	3085.00	80,210.00	26	0	26	80,210.00	80,210.00	0.00	100
67	SINGLE SERVICE ON EXISTING VVW LINE	1	EA	3085.00	3,085.00	1	0	1	3,085.00	3,085.00	0.00	100
68	DOUBLE SERVICE ON EXISTING VVW LINE	8	EA	3300.00	26,400.00	8	0	8	26,400.00	26,400.00	0.00	100
69	TRENCH SAFETY	1,849	LF	2.25	4,160.25	1,849	0	1,849	4,160.25	4,160.25	0.00	100
70	STEEL ENCASEMENT	24	LF	188.00	4,512.00	24	0	24	4,512.00	4,512.00	0.00	100
71	ADJUST EXISTING MANHOLE CASTINGS	7	EA	879.00	6,153.00	7	0	7	6,153.00	6,153.00	0.00	100
72	ADJUST NEW MANHOLE CASTINGS	19	EA	2780.00	52,820.00	19	0	19	52,820.00	52,820.00	0.00	100
73	CONNECT TO EXISTING 8" VVW LINE	1	EA	830.00	830.00	1	0	1	830.00	830.00	0.00	100
74	CONNECTION TO EXISTING MANHOLE	1	EA	8290.00	8,290.00	1	0	1	8,290.00	8,290.00	0.00	100
75	STAKING	1,849	LF	1.15	2,126.35	1,849	0	1,849	2,126.35	2,126.35	0.00	100
76	STAKING SERVICE	1	LS	3040.00	3,040.00	1	0	1	3,040.00	3,040.00	0.00	100
					428,692.60				428,692.60	428,692.60	0.00	100

WASTEWATER (OFFSITE)

77	8" PVC SDR26 10-12	47	LF	59.00	2,773.00	47	0	47	2,773.00	2,773.00	0.00	100
78	8" PVC SDR26 12-14 (INCLUDES 8' STUB TO AMENITY)	239	LF	66.00	15,774.00	239	0	239	15,774.00	15,774.00	0.00	100
79	8" PVC SDR26 14-16	95	LF	75.00	7,125.00	95	0	95	7,125.00	7,125.00	0.00	100
80	8" PVC SDR26 16-18	90	LF	85.00	7,650.00	90	0	90	7,650.00	7,650.00	0.00	100
81	8" PVC SDR26 18-20	107	LF	96.00	10,272.00	107	0	107	10,272.00	10,272.00	0.00	100
82	8" PVC SDR26 20-22	110	LF	110.00	12,100.00	110	0	110	12,100.00	12,100.00	0.00	100
83	8" PVC SDR26 22-24	88	LF	131.00	11,528.00	88	0	88	11,528.00	11,528.00	0.00	100
84	8" PVC SDR26 24-26	47	LF	152.00	7,144.00	47	0	47	7,144.00	7,144.00	0.00	100
85	8" PVC SDR26 26-28	65	LF	173.00	11,245.00	65	0	65	11,245.00	11,245.00	0.00	100
86	8" PVC SDR26 28-30	17	LF	196.00	3,332.00	17	0	17	3,332.00	3,332.00	0.00	100
87	TRENCH SAFETY	905	LF	2.25	2,036.25	905	0	905	2,036.25	2,036.25	0.00	100
88	REVEG	1,378	SY	2.75	3,789.50	1,378	0	1,378	3,789.50	3,789.50	0.00	100
89	5' DIA MANHOLE	1	EA	12150.00	12,150.00	1	0	1	12,150.00	12,150.00	0.00	100
90	5' DIA DROP MANHOLE	3	EA	16700.00	50,100.00	3	0	3	50,100.00	50,100.00	0.00	100
91	5' DIA MANHOLE W/BOLTED COVER	2	EA	14500.00	29,000.00	2	0	2	29,000.00	29,000.00	0.00	100
92	5' DIA DROP MANHOLE W/BOLTED COVER	1	EA	14900.00	14,900.00	1	0	1	14,900.00	14,900.00	0.00	100
93	ADJUST NEW MANHOLE CASTINGS	4	EA	1540.00	6,160.00	4	0	4	6,160.00	6,160.00	0.00	100
94	CONNECT TO EXISTING 8" VVW LINE	1	EA	808.00	808.00	1	0	1	808.00	808.00	0.00	100
95	REMOVE & REPLACE EXISTING ACCESS ROAD (ROCK/GRAVEL)	1	LS	23500.00	23,500.00	1	0	1	23,500.00	23,500.00	0.00	100
96	SILT FENCE	960	LF	2.75	2,640.00	960	0	960	2,640.00	2,640.00	0.00	100
97	STAKING	905	LF	1.15	1,040.75	905	0	905	1,040.75	1,040.75	0.00	100
					235,067.50				235,067.50	235,067.50	0.00	100

TOTAL CONTRACT	3,136,239.28		3,136,239.28	3,136,239.28	0.00	100
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TOTAL COMPLETED TO DATE	3,136,239.28
TOTAL COMPLETED / STORED TO DATE	3,136,239.28
RETAINAGE HELD	0.00
TOTAL COMPLETED LESS RETAINAGE	3,136,239.28
LESS PREVIOUS BILLINGS	2,822,615.32
CURRENT PAYMENT DUE	313,623.97

ORIGINAL CONTRACT	2,929,689.60
CONTRACT CHANGES	206,549.68
TOTAL CONTRACT WITH CHANGES	3,136,239.28
WORK COMPLETED TO DATE	3,136,239.28

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
EROSION												
98	REVEG ROW	6,303	SY	2.50	15,757.50	6,303	0	6,303	15,757.50	15,757.50	0.00	100
99	SCE	1	EA	1850.00	1,850.00	1	0	1	1,850.00	1,850.00	0.00	100
100	INLET PROTECTION	16	EA	155.00	2,480.00	16	0	16	2,480.00	2,480.00	0.00	100
101	SILT FENCE	2,793	LF	2.75	7,680.75	2,793	0	2,793	7,680.75	7,680.75	0.00	100
102	REMOVE EXISTING ACCESS ROAD & 2" WL	1	LS	10750.00	10,750.00	1	0	1	10,750.00	10,750.00	0.00	100
103	CONCRETE WASHOUT	1	LS	755.00	755.00	1	0	1	755.00	755.00	0.00	100
104	SLOPE PAVING @ TURNAROUND (CONCRETE)	300	SY	245.00	73,500.00	300	0	300	73,500.00	73,500.00	0.00	100
105	TREE PROTECTION	619	LF	4.25	2,630.75	619	0	619	2,630.75	2,630.75	0.00	100
106	SILT FENCE HIGHSIDE OF ROW AFTER STREETS ARE PAVED	2,719	LF	2.75	7,477.25	2,719	0	2,719	7,477.25	7,477.25	0.00	100
					122,881.25				122,881.25	122,881.25	0.00	100

Change Order 1

107	CO1 Splitter Box with PKA Drawing add	1	LS	7117.11	7,117.11	1	0	1	7,117.11	7,117.11	0.00	100	
108	CO1 5' CONC WEIR with PKA Drawing add	1	LS	2999.295	2,999.30	1	0	1	2,999.30	2,999.30	0.00	100	
109	CO1 CONC ISOL WALL with PKA Drawing add	1	LS	40658.213	40,658.21	1	0	1	40,658.21	40,658.21	0.00	100	
110	CO1 12" curb on Concrete Spillway	422	LF	17.25	7,279.50	422	0	422	7,279.50	7,279.50	0.00	100	
111	CO1 6" Headwall	1	EA	1351.35	1,351.35	1	0	1	1,351.35	1,351.35	0.00	100	
112	CO1 36" Headwall	3	EA	4100.00	12,300.00	3	0	3	12,300.00	12,300.00	0.00	100	
113	CO1 6" PVC	64	LF	38.00	2,432.00	64	0	64	2,432.00	2,432.00	0.00	100	
114	CO1 12" RCP	100	LF	42.00	4,200.00	100	0	100	4,200.00	4,200.00	0.00	100	
115	CO1 36" RCP	160	LF	163.00	26,080.00	160	0	160	26,080.00	26,080.00	0.00	100	
116	CO1 12' RCP in pond 2	110	LF	44.00	4,840.00	110	0	110	4,840.00	4,840.00	0.00	100	
117	CO1 18" RCP	-93	LF	51.00	-4,743.00	-93	0	-93	-4,743.00	-4,743.00	0.00	100	Subtotal 104,514.47
118	CO1 Silt fence	812	LF	2.75	2,233.00	812	0	812	2,233.00	2,233.00	0.00	100	
119	CO1 Removal of SF	503	LF	1.35	679.05	503	0	503	679.05	679.05	0.00	100	Subtotal 11,040.18
120	CO1 Tree Protection	1,912.5	LF	4.25	8,128.13	1,912.5	0	1,912.5	8,128.13	8,128.13	0.00	100	
121	CO1 Gabion Matress in pond	363.45	SY	144.28	52,440.00	363.45	0	363.45	52,440.00	52,440.00	0.00	100	Subtotal (9050.00)
122	CO1 Mortared Rip Rap	-1,118	SY	55.00	-61,490.00	-1,118	0	-1,118	-61,490.00	-61,490.00	0.00	100	
					106,504.65				106,504.65	106,504.65	0.00	100	

Change Order 2

123	CO2 Water Service	-1	EA	1615.00	-1,615.00	-1	0	-1	-1,615.00	-1,615.00	0.00	100	
124	CO2 VVW Service	-1	EA	2350.00	-2,350.00	-1	0	-1	-2,350.00	-2,350.00	0.00	100	
125	CO2 Temporary Turnaround	-895	SY	24.00	-21,480.00	-895	0	-895	-21,480.00	-21,480.00	0.00	100	
126	CO2 Concrete Spillway Stained & Stamped Pond 6	627	SY	144.19	90,407.13	627	0	627	90,407.13	90,407.13	0.00	100	
127	CO2 Concrete Spillway Stained & Stamped Pond 2	306	SY	114.65	35,082.90	306	0	306	35,082.90	35,082.90	0.00	100	Subtotal 125,490.03
					100,045.03				100,045.03	100,045.03	0.00	100	

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Change Order Calculations

	Base Cost	Change Orders	Final Cost
Streets & Erosion Control	$\$451,124.05 + \$122,881.25$ $= \$574,005.30$	$\$11,040.18 - \$21,480.00$ $= \$(10,439.82)$	$\$574,005.30 - \$10,439.82$ $= \textbf{\$563,565.48}$
Drainage	$\$1,124,026.00 + \$642,357.75$ $= \$1,766,383.75$	$\$104,514.47 - \$9050.00 + \$125,490.03$ $= \$220,954.50$	$\$1,766,383.75 + \$220,954.50$ $= \textbf{\$1,987,338.25}$
Water	$\$376,664.50$ $= \$376,664.50$	$\$(1,615.00)$ $= \$(1,615.00)$	$\$376,664.50 - \$1,615.00$ $= \textbf{\$375,049.50}$
Wastewater	$\$428,692.60 + \$235,067.50$ $= \$663,760.10$	$\$(2,350.00)$ $= \$(2,350.00)$	$\$663,760.10 - \$2,350.00$ $= \textbf{\$661,410.10}$
Landscape	Perfect Cuts Tomek Construction Services $\$23,676.44 + \qquad \qquad \$9,468.00$		$= \textbf{\$33,144.44}$

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

STATE OF TEXAS
COUNTY OF TRAVIS

Date: 04/12/23

Developer: Palmera Bluff Development, Inc.

Contractor/Material
Provider: JL Gray Construction, Inc.

Project : 20-PICP-026 Palmera Bluff Section 6

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 12th day of April, 2023.

Initialed: SS

AFFIANT:

Signature: _____

Typed Name: Seth JewellTitle: Vice President

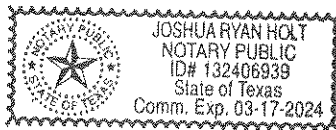
STATE OF TEXAS

COUNTY OF Williamson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of April, 2023

[S E A L]



Notary in and for the State of Texas

Name: JANVA HOLTMy commission expires: 3/17/24Initialed: SJ



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Travisso Phase 5 Section 1 Reclaimed Irrigation and Landscaping.

BACKGROUND:

The Public infrastructure improvements required for the Travisso Phase 5 Section 1 Reclaimed Irrigation and Landscaping Subdivision have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this subdivision have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)-year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on May 4, 2023 which will provide warranty and maintenance coverage for the public infrastructure improvements through May 4, 2025. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

RECOMMENDATION:

Staff recommends City Council's formal acceptance of the public infrastructure improvements for Travisso Phase 5 Section 1 Reclaimed Irrigation and Landscaping.

PRESENTER:

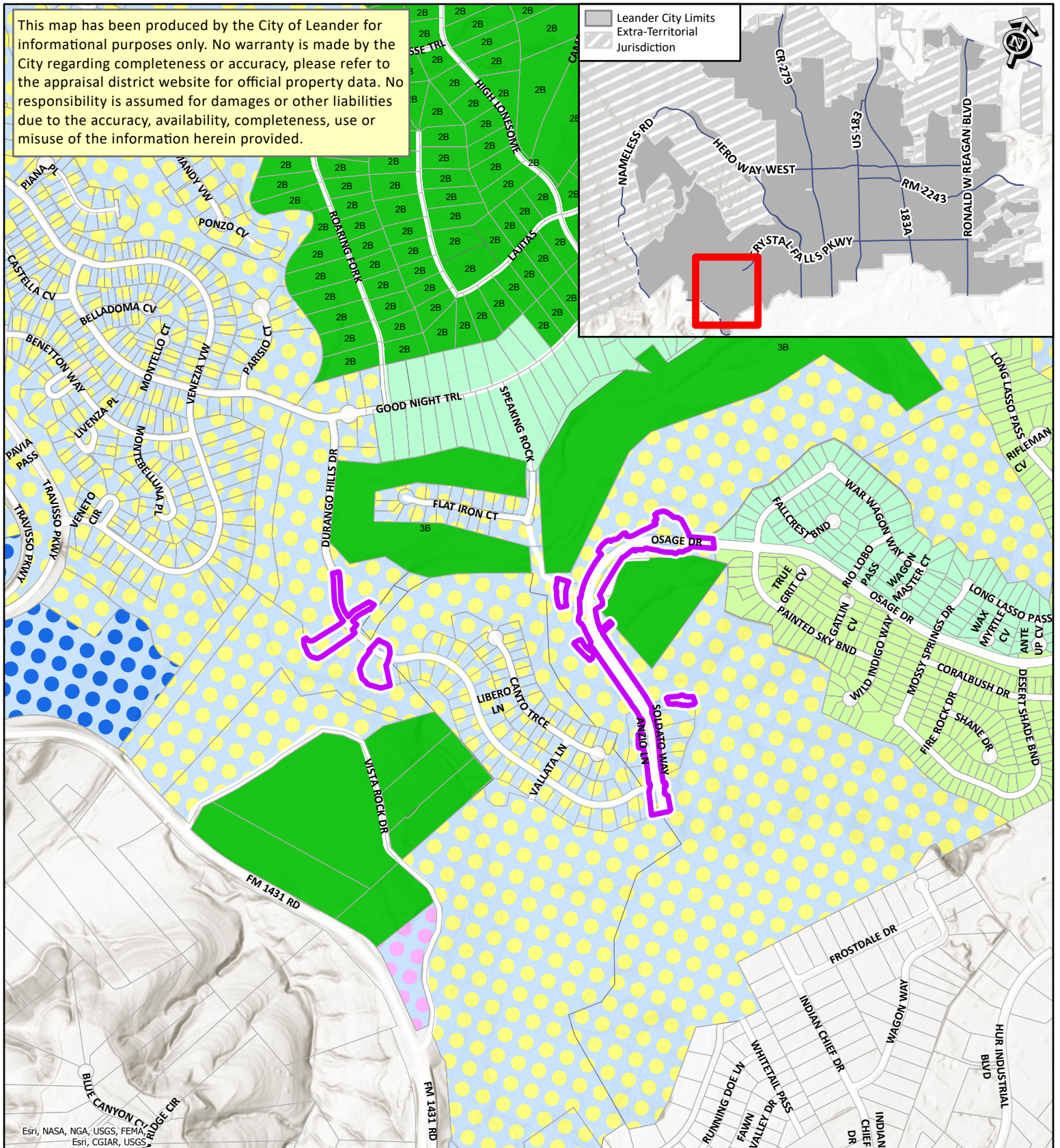
Emily Truman, P.E., CFM, PMP, City Engineer

Attachments

1. Acceptance Documents Travisso 5-1 Irrigation & Landscaping

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

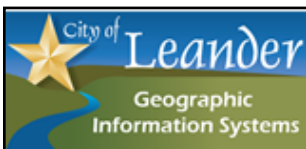
Leander City Limits
Extra-Territorial
Jurisdiction



SUBDIVISION ACCEPTANCE

Travisso Ph 5 Sec 1 Reclaimed Irrigation and Landscaping

Accepted Subdivision



- RESIDENTIAL**
 - SFR - Single-Family Rural
 - SFS - Single-Family Suburban
 - SFU - Single-Family Urban
- PUD LAND USE**
 - PUD - Single-Family
 - PUD - Multi-Family
 - PUD - Mixed Use
 - PUD - Heavy Commercial



0 500 1,000 2,000
Feet

March 20, 2023

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

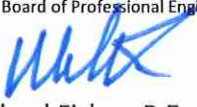
RE: Travisso, Phase 5, Section 1 Reclaimed Water Irrigation and Landscaping Improvements
App. No.: 21-PICP-026
Engineer's Concurrence

Dear Ms. Truman,

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

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

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


Michael Fisher, P.E.
Senior Vice President



H:\Projects\508\92\27\201 Construction Documents\Documents\Plan Processing\City\Closeout\Concurrence Letter\TR PH 5 SEC 1 Irrigation & Landscaping - ENGINEERS CONCURRENCE.docx

MAINTENANCE BOND
Subdivision Improvements
Bond No. 4454036MNT-2

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Perfect Cuts of Austin, LLC
as Principal, whose address is P.O. Box 9742, Austin, TX 78766 and
Suretec Insurance Company a Corporation organized under the
laws of the State of Texas, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Twenty-Six Thousand, Six Hundred Thirty and 00/100 Dollars
(\$26,630.00) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed Travisso Phase 5, Section 1 Reclaim Water
Irrigation and Landscaping Improvements (21-PICP-026) (the
"improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 14th day of March, 2023.

Perfect Cuts of Austin, LLC

Principal

By: [Signature]

Title: Commercial Director

Address: _____

P.O. Box 9742

Austin, TX 78766

Suretec Insurance Company

Surety

By: [Signature]

Title: Brad Ballew, Attorney-In-Fact

Address: _____

2103 CityWest Boulevard, Suite 1300

Houston, TX 77042

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

Ballew Surety Agency, Inc., Brad Ballew

3802 Menchaca Road, Austin, TX 78704-6734

(Seal)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

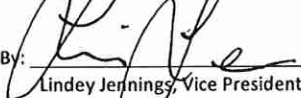
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



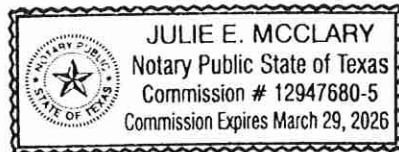
Markel Insurance Company

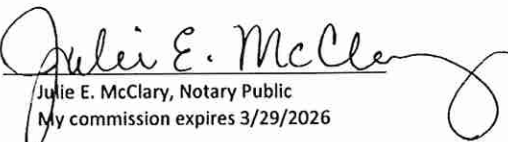
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 14th day of March, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

February 22, 2023

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

RE: Travisso Phase 5, Section 1 Reclaim Water Irrigation and Landscaping Improvements
App. No.: 21-PICP-026
Final Cost Certification

Dear Mr. Dhakal:

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

Final Plat Legal Name as Recorded: Travisso Phase 5, Section 1.

Name on Approved Construction Documents: Travisso Phase 5, Section 1 Reclaim Water Irrigation and Landscaping Improvements.

Name on Bank Bond for Fiscal Posting: Travisso Phase 5, Section 1 Reclaim Water Irrigation and Landscaping Improvements (21-PICP-026).

COST SUMMARY

Reclaimed Water Irrigation Improvements:	\$	266,300.00
TOTAL:	\$	266,300.00

MAINTENANCE BOND

Total Improvements	\$	266,300.00
Maintenance Bond (10%)	\$	26,630.00

INSPECTION FEES

Total Cost of Improvements	\$	266,300.00
3.5% Inspection Fees Owed to City	\$	9,320.50
Inspection Fees Paid at Submittal	\$	8,417.50
Inspection Fees Owed to City	\$	903.00

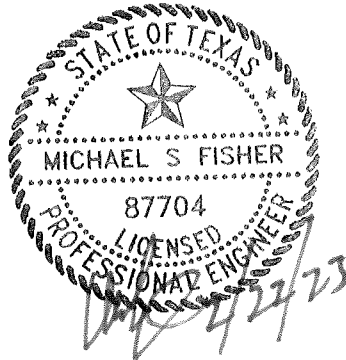
ENGINEER'S CONTACT INFORMATION

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

Please call if you have any questions.

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


Michael Fisher, P.E.
Senior Vice President



**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**STATE OF TEXAS
COUNTY OF WilliamsonDate: 3/6/23Developer: Travisso, LTDContractor/Material
Provider ("Affiant"): Perfect Wts of Austin, LLCProject: Travisso Phase 5, Section 1

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 6 day of March, 2023Initialed: VF

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

[Signature]
Kirk Foster
Commercial Director

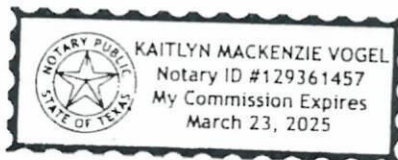
STATE OF TEXAS

COUNTY OF Williamson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of March, 2023

[S E A L]



[Signature]
Notary in and for the State of Texas

Name: Kaitlyn Vogel

My commission expires: March 23, 2025

Initialed: [Signature]



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Approval of Sandy Creek Water Treatment Plant Services Agreement by and between the Brazos River Authority (BRA) and the City of Leander updating and formalizing the rights and obligations of each party relative to the operation and management of the Sandy Creek Water Treatment Plant and related facilities; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Through the Wholesale Potable Water Service Agreement dated March 2, 1998, the City of Leander, the Brazos River Authority (BRA), and the Lower Colorado River Authority (LCRA) agreed to a series of transactions which resulted in LCRA gaining an ownership interest in the Sandy Creek Water Treatment Plant from Leander, and BRA assumed responsibility for operations and management activities at the Sandy Creek Water Treatment Plant.

In 2012, Leander regained ownership of the Sandy Creek Water Treatment Plant and requested BRA to continue to operate and manage the facility on an interim basis.

Leander and BRA desire to update the outdated original 1998 agreement and formalize the rights and obligations of each party relative to the operation and management of the Sandy Creek Water Treatment Plant and related facilities.

HISTORY/TIMELINE:

03/02/1998 - Wholesale Potable Water Service Agreement

RECOMMENDATION:

Staff recommends approval of the Sandy Creek Water Treatment Plant Services Agreement between the Brazos River Authority and the City of Leander.

PRESENTER:

Dan Grimsbo, PE, Executive Director of Infrastructure

Attachments

1. SCWTP Services Agreement

SANDY CREEK WATER TREATMENT PLANT SERVICES AGREEMENT

THIS AGREEMENT, dated and entered into this _____ day of _____ 2023 ("Commencement Date") by and between the Brazos River Authority (hereinafter called the "BRA"), and the City of Leander, Texas (hereinafter called the "CITY") is hereby executed, in contemplation of the mutual consideration, covenants, obligations and benefits provided in this Agreement, and the Parties hereby agree as follows:

RECITALS

WHEREAS, in the Wholesale Potable Water Service Agreement dated March 2, 1998 (the "1998 Agreement"), the CITY, the BRA, and the Lower Colorado River Authority ("LCRA") agreed to a series of transactions which resulted in LCRA gaining an ownership interest in the Sandy Creek Water Treatment Plant ("Sandy Creek") from the CITY and the BRA assumed responsibility for operations and management activities at the facility;

WHEREAS, in a transaction finalized in 2012, the CITY regained ownership of Sandy Creek and requested BRA to continue to operate and manage the facility on an interim basis;

WHEREAS, the 1998 Agreement is outdated, and the Parties desire to update the agreement and formalize the rights and obligations of each Party relative to the operation and management of Sandy Creek and related facilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following:

ARTICLE 1. DEFINITIONS

1.1 Definitions.

Terms and phrases used in this Agreement, unless the context clearly demonstrates otherwise, shall have the following meanings:

"Actual Annual Expenditures" shall mean all recorded transactions for Operation and Maintenance Expenses, Capital Outlay, Management Fee, any actual replenishments to the Repair and Replacement Fund, and any sums used to pay or restore any amounts required to be deposited in any special or reserve funds required to be established and/or maintained for the Facilities during any CITY Fiscal Year.

"Additional Service(s)" shall mean activities performed by the BRA which are not specifically defined in the Scope of Work of this Agreement, and which are performed for the CITY at an additional cost agreed to by the Parties.

"Agreement" shall mean this Agreement, together with all exhibits attached hereto.

"Annual Budget" shall mean the estimate of all Operation and Maintenance Expenses, Capital Outlay, Management Fee, and any planned replenishments to the Repair and

Replacement Fund, and any sums planned to pay or restore any amounts required to be deposited in any special or reserve funds required to be established and/or maintained, which the BRA expects to be incurred for the Facilities during any CITY Fiscal Year.

"BRA" shall mean the Brazos River Authority.

"CITY Fiscal Year" shall mean the fiscal year of the City of Leander, which currently is the annual period beginning each October 1 and ending each September 30.

"Board" shall mean the Board of Directors of the BRA.

"Capital Outlay" shall mean funds expended to acquire buildings, equipment, machinery, or vehicles costing more than \$5,000 (Five Thousand Dollars) per item with an expected useful life of a minimum of five years, which shall become the property of the City of Leander, recorded as an asset of the City of Leander, titled to the City of Leander, and insured by the City of Leander to the extent required herein.

"CITY" shall mean the City of Leander, Texas.

"Distribution System" shall mean the CITY's conveyance systems to transport Water from the Sandy Creek finished water meter to the end users.

"Commencement Date" shall mean the date on which the BRA commences operation of the Facilities under this Agreement.

"Facility" or "Facilities" shall mean the Sandy Creek water treatment plant, intake barge and electrical building for the intake barge, and raw water pipeline now owned or to be expanded or constructed by the City of Leander.

"Management Fee" shall mean an amount included in the Annual Budget and the Actual Annual Expenditures equal to Five Percent (5.0%) of annual Operations and Maintenance Expenses, Capital Outlay, and Repairs and Replacements.

"MGD" shall serve as an abbreviation for "million gallons per day" and represents a quantity of water during a period of time, expressed for convenience in terms of an average daily quantity.

"Monthly Compensation" shall mean an amount equal to one-twelfth of the Annual Budget, to be paid to the BRA by the CITY.

"Operation and Maintenance Expense" means all costs to be paid to BRA by the CITY for operation, maintenance, repair, rehabilitation, replacement and decommissioning of the Facilities including, but not limited to:

- (1) costs to support the maintenance of any permits or licenses necessary to own, operate and maintain the Facilities. The CITY shall be responsible for the payment of all regulatory permits and

licenses;

- (2) costs such as labor, materials, utilities (including electricity), supervision, engineering, accounting, auditing, legal and professional services, insurance, personnel, data processing and purchasing;
- (3) costs of scheduled repairs and/or replacement of damaged, worn out or obsolete portions of the Facilities that are of a routine and/or recurring nature and are, therefore, not considered a Capital Outlay and as may be necessary to meet and maintain Regulatory Requirements and/or serve to continue or improve operations of the Facilities for the benefit of the CITY;
- (4) such other costs or expenses as may be imposed upon the CITY in connection with fulfillment of its obligations under this Agreement because of laws, regulations, or requirements of the State, the United States, or any agency or governmental subdivision of the State or any agency of the United States having jurisdiction;
- (5) costs of tools, supplies, chemicals, inventory, services and equipment necessary for proper operation and maintenance of the Facilities;
- (6) all costs and expenses of any kind or nature arising out of or allocable to any Pre-Existing Environmental Condition;
- (7) costs associated with the satisfaction of judgments resulting from or settlement of claims not covered by the insurance or not paid by the CITY arising in connection with the ownership, operation, or maintenance of the System, which are contractually a responsibility of the CITY, including reasonable attorney's fees and costs associated against defending against same; and
- (8) costs incurred by the BRA in enforcing the provisions of this Agreement in the event of default by the CITY, including reasonable attorneys' fees, and costs incurred by the BRA in its general and administrative (G&A) responsibilities incurred in performance of this Agreement.

Depreciation shall not be considered an item of Operation and Maintenance Expense.

"Party" or "Parties" shall mean either the BRA or the CITY, or both, as the context may require.

"Pre-Existing Environmental Condition(s)" shall mean any condition at, on, beneath or emanating from the Facilities which existed prior to the Commencement Date (whether known or unknown prior to the Commencement Date of this Agreement) and which,

pursuant to any present or future federal, state, or local government or regulatory agency law, rule, or regulation relating to pollution or protection of the environment or natural resource, is: (i) required to be investigated, monitored, removed, or remediated under such law, rule, or regulation; or (ii) which may give rise to a claim, cause of action, or liability for personal injury or damage to property, the environment, or natural resources, whether resulting from the act or omission of the CITY or a third person or entity, or any combination thereof.

"Reasonable Standards" means activities conducted in accordance with sound engineering principles, manufacturers' recommended operating and maintenance criteria, Regulatory Requirements, and applicable laws.

"Reconciliation Value" shall mean the difference between the Annual Budget and the Actual Annual Expenditures recorded in BRA's financial accounting system.

"Regulatory or Operational Improvements" shall mean the acquisition, construction, replacement, improvement, enlargement, modification, upgrade, or expansion of the Facilities incurred as Capital Outlay that are deemed necessary by the BRA and CITY to ensure compliance with Regulatory Requirements or to maintain Reasonable Standards of operation.

"Regulatory Requirements" shall mean the applicable requirements of TAC Chapter 290 and provisions of any federal, state or local law, and any permits, rules, orders, or regulations issued or adopted from time to time by any regulatory federal, state, local or other agency having jurisdiction concerning any of the Facilities or the operation and maintenance of the Facilities.

"Repair and Replacement Fund" shall mean those funds identified in the Annual Budget to be used, with the City's permission, for the purpose of making unscheduled repairs and replacements to the Facilities when prompt action is deemed necessary by the BRA and for which expenses are not contemplated in the Annual Budget.

"Repairs and Replacements" shall mean unanticipated repairs and replacements to the Facilities, equipment, and/or machinery, necessary to operate and maintain the Facility funded out of the Repair and Replacement Fund when prompt action is deemed necessary by the BRA, in accordance with Reasonable Standards.

"TCEQ" shall mean the Texas Commission on Environmental Quality or any successor or successors exercising any of its duties and functions.

"Water" shall mean potable water meeting the standards of applicable state or federal law or regulations for human consumption delivered from the Facilities to the CITY's Distribution System.

"Water Treatment Plant" means the Water treatment plant owned by the City of Leander, located at 10400 Trails End Road, Leander, Texas.

ARTICLE 2. SERVICES TO BE PERFORMED

2.1 Services.

The CITY owns the Facilities, as defined above, located in Travis County, Texas. The BRA will, in accordance with the terms and conditions hereof, operate and maintain the Facilities, as such operations are more particularly described in "Exhibit A," attached hereto and incorporated by reference herein as the "Scope of Work." The specific Facilities which will be maintained and operated by the BRA are set forth in "Exhibit B," attached hereto and incorporated by reference herein. The BRA shall repair and maintain all equipment and machinery in accordance with its condition and usable life. The BRA shall replenish all supplies and inventory necessary for the continuing operation of the Facilities. In addition, the BRA may, from time to time, acquire, in its performance of this Agreement, assets as Capital Outlay to operate and maintain the Facilities and these assets shall remain the property of the CITY upon termination of this Agreement.

2.2 Additional Services.

In contemplating performance under the terms of this Agreement, the BRA and the CITY hereby acknowledge that from time to time the BRA may provide Additional Services to the CITY, which are related to the Facilities but are not contemplated by the Scope of Work established herein. In that regard, the BRA and the CITY shall, by separate written instrument and with the approval of the CITY, detail a description of the services to be performed, the cost of the service, and the terms and methods of compensation to the BRA.

ARTICLE 3. OWNERSHIP AND RESPONSIBILITY

3.1 Ownership of the Facilities.

The CITY shall retain ownership of the Facilities. Additionally, all Regulatory or Operational Improvements, replacements, enlargements, modifications, upgrades, expansion, or other improvements thereto to the Facilities become the property of the CITY, recorded as an asset in the CITY's financial records, titled to the CITY, and insured by the CITY to the extent required herein.

3.2 Compliance and Security Programs.

The BRA and the CITY recognize the need to address health, security, and safety concerns for the Facilities. The Parties hereto agree that the CITY shall, as owner of the Facilities, remain responsible for security programs, vulnerability assessments, mitigation of security related vulnerabilities, business continuity plans, and comprehensive emergency compliance with any and all federal, state or local laws which require security related programs or expenditures; however, the BRA may, at its sole discretion, implement health, security and safety programs to ensure the welfare of its employees. While the Parties hereto acknowledge that security programs are not contemplated by the Scope of Work in this Agreement, the BRA may provide

assistance to the CITY in addressing programs as an Additional Service by a separate written agreement.

3.3 Failure to Perform Owner Responsibilities.

In the event the CITY fails to allow the BRA to maintain the Facilities in accordance with Regulatory Requirements, then the BRA may, in its sole discretion, terminate this Agreement upon providing ninety (90) days written notice.

ARTICLE 4. BUDGETS AND RECONCILIATION

4.1 Annual Budget Preparation.

On or before June 1 of each year, the BRA shall furnish the CITY with an updated estimate of the Annual Budget (indicating amounts for each of the budgets comprising the Annual Budget) for the next CITY Fiscal Year, plus an estimate of the Reconciliation Value for the current CITY Fiscal Year. The budget for Operation and Maintenance Expenses shall be calculated based upon the estimated amount of Water to be delivered from the Facilities for the next CITY Fiscal Year as determined by the BRA and the CITY. Except as otherwise provided for in Section 4.6, an Annual Budget shall not be effective and final for the purposes of calculation and payment of the Monthly Compensation until approved by the CITY. Such approval shall occur no later than the CITY's second City Council meeting in August, except as otherwise provided for in Section 4.6.

4.2 Notice of Monthly Compensation Calculation.

On or before August 1 of each year, the BRA shall furnish the CITY with a schedule of the Monthly Compensation to be made by the CITY to the BRA for the next ensuing CITY Fiscal Year.

4.3 Monthly Budget Performance Reporting.

By the 25th of each month, the BRA will provide a report to the CITY documenting expenses related to the Annual Budget (indicating amounts for each of the budgets comprising the Annual Budget) through the preceding month.

4.4 Adjustments.

If any changes in the "Scope of Work" as more particularly described in "Exhibit A," attached hereto and incorporated by reference herein, should occur, including, but not limited to, changes in Regulatory Requirements that increase the cost of the Annual Budget, the BRA will be entitled to additional compensation. The additional compensation will be negotiated in good faith by the CITY and the BRA. The Monthly Compensation Calculation will be adjusted to reflect the additional compensation and the new amount will be invoiced following approval by all Parties.

4.5 Calculation of Reconciliation Value.

On or around the 90th day following the CITY's Fiscal Year end, the Reconciliation Value will be computed and may result in an increase or decrease of the remaining Monthly Compensations for the subsequent CITY Fiscal Year.

4.6 Budget Disagreements.

Should the BRA and the CITY disagree on issues related to the proposed Annual Budget; the Parties will first attempt to resolve any dispute through direct discussions in the spirit of mutual cooperation.

If, by July 1 of each year, the Parties have failed to reach an agreement on an Annual Budget, the Parties agree that negotiations over the Annual Budget may continue. During the period of negotiations, the CITY shall continue to pay the Monthly Compensation being made by the CITY to the BRA for the current CITY Fiscal Year. Upon final agreement of the Annual Budget for the following CITY Fiscal Year, the CITY shall adopt the proposed Annual Budget and will begin paying the new Monthly Compensation. Pursuant to Section 4.5, any differences will be incorporated into the Reconciliation Value.

Failure of the Parties to reach agreement on the Annual Budget for the following CITY Fiscal Year for a period of one hundred eighty (180) days, after the July 1 deadline, shall enable either Party to terminate this Agreement by providing thirty (30) days written notice of intent to terminate.

ARTICLE 5. FINANCIAL ISSUES AND PAYMENTS

5.1 Payments.

It is acknowledged and agreed that payments to be made under this Agreement will be the primary source available to the BRA to provide for the Actual Annual Expenditures.

5.2 Compensation.

All services, work, and activity specified to be provided by the BRA to the CITY in this Agreement will be provided as part of the Annual Budget, unless it is agreed to as an Additional Service as defined in Section 1.1

5.3 Billing and Payment.

By the 15th of each month, the BRA will send an invoice to the CITY for the Monthly Compensation for the subsequent month and any previously unbilled Additional Services. BRA must receive full payment for the invoice from the CITY on or before the 15th day of the month following the invoice date (approximately 30 days) to prevent interest on past due payment, provided that the CITY may dispute any invoice in accordance with Chapter 2251, Texas Government Code, as amended (the "Prompt

Payment Act ("PPA"). All amounts due and owing the BRA by the CITY, if not paid when due, except for such amounts disputed in accordance with the PPA, shall bear interest at the lesser of the highest rate allowed by applicable law or 18 percent per year from the date when due until paid. The BRA shall have the ability to terminate this Agreement without further liability or obligation in the event that the CITY should remain delinquent in any payments due hereunder for a period of ninety (90) days.

5.4 Audit.

The CITY has the right, subject to a fifteen (15) day notice and during normal business hours, at its cost, to inspect or audit the BRA's books and records applicable to this Agreement for any CITY Fiscal Year to determine whether the BRA has complied with the terms of this Agreement.

ARTICLE 6. INSURANCE

6.1 Provision for Insurance.

Following the execution of this Agreement, the BRA will have its insurance carrier(s) issue direct to the CITY, certificates of insurance for the following insurance coverage:

- i) Workers Compensation Insurance as prescribed by law Statutory Limit
- ii) General Liability\$5,000,000

The BRA shall ensure that the insurance coverage stated herein shall be maintained in force throughout the term of this Agreement and the CITY shall be named as an Additional Insured.

All policies evidencing the insurance required by this Section shall be maintained with insurance companies qualified under the laws of the State of Texas.

ARTICLE 7. PERMITS

7.1 Permits.

The CITY shall obtain and maintain all permits, if any are required, in order to operate the Facilities in accordance with this Agreement. Failure by the CITY to obtain and maintain any necessary permits in accordance with all regulations and requirements shall be deemed a default under this Agreement, and the BRA shall be immediately released from its obligations under this Agreement. While the Parties hereby acknowledge that support services to obtain and maintain permits are not contemplated by the Scope of Work in this Agreement, BRA may provide such assistance to the CITY as an Additional Service.

ARTICLE 8.
OPERATION AND REPORTING REQUIREMENTS

8.1 Operation of the Facilities.

The BRA shall operate and maintain the Facilities in accordance with the Regulatory Requirements and consistent with all established rules, regulations, and Reasonable Standards, which are applicable to the Facilities.

8.2 Reports.

In the event the CITY becomes aware of any significant factor or event that may affect the efficient operation or maintenance of the Facilities or may result in a violation of this Agreement or any Regulatory Requirement or order, the CITY shall immediately notify the BRA of such factor or event. In addition, the CITY agrees to immediately tender to the BRA any and all correspondence received from any federal, state, or local regulatory agency, which relates to the Facilities.

ARTICLE 9.
REGULATION OF QUALITY OF TREATED WATER

9.1 Treated Water.

The water delivered by BRA hereunder shall be of a quality conforming to the requirements of applicable federal or state laws, rules, regulations or orders, including requirements of the Texas Commission on Environmental Quality, or its successors, for human consumption and other domestic uses.

ARTICLE 10.
LIABILITY

10.1 CITY Responsibilities; BRA Responsibilities.

In performing the services contemplated by this Agreement, the BRA will use its best efforts to maximize the Facilities performance. The CITY shall be responsible for any fines, penalties, liabilities, claims, damages, causes of action, resulting from any of the following, unless such fines, penalties, liabilities, claims, damages, and/or causes of action are due to BRA's breach of this Agreement, gross negligence, or willful acts: product Water containing abnormal, toxic, hazardous, and/or other substances which violate any federal, state and local statutes, rules, regulations, standards, levels or Regulatory Requirements; and/or any other problems resulting from inability or inadequacy of the existing Facilities.

The BRA shall be responsible for the costs and expenses of liability, damages, injury or loss (including administrative or civil fines and penalties) which may arise from the BRA's breach of any provision of this Agreement, or from the BRA's gross negligent operation and maintenance or willful acts, to the proportion such breach or gross negligence or willful act contributed to the damages, injury, or loss.

10.2 Notice of Claim.

If any action or claim is brought against a Party to this Agreement based upon an alleged act or omission in connection with the provision of the services contemplated by this Agreement, the Party receiving notice shall immediately notify the other Party of such action, enclosing a copy of all papers served.

10.3 Continuation of Responsibility.

The responsibilities of the Parties under this Agreement shall survive termination of this Agreement to the extent that liabilities are attributable to actions or omissions before such termination.

ARTICLE 11. PRE-EXISTING ENVIRONMENTAL CONDITIONS

11.1 Liability for Pre-Existing Environmental Conditions.

Any and all losses, damages, costs, expenses and liabilities of any and every nature arising out of or related to any Pre-Existing Environmental Condition, incurred by, assessed against, allocated to, imposed upon, charged to, or paid by the BRA, including, but not limited to, all costs and expenses of investigation, removal, remediation or correction of any Pre-Existing Environmental Condition, all damages, fines, penalties, claims or liability for injury to persons, property or natural resources and reasonable attorneys' fees costs shall be paid by the CITY. It is the intent of this Agreement that the CITY shall be responsible and hold harmless the BRA for any and all losses, damages, costs expenses and liabilities of any and every nature arising out of or related to Pre-Existing Environmental Condition. Any expenses, including attorneys' fees, incurred by the BRA in connection with a judicial proceeding initiated under this Section, shall constitute an Operation and Maintenance Expense to the CITY; provided, however, if the Court finds that the BRA acted in bad faith in contesting the issues presented in such judicial proceeding, then the BRA shall bear its cost of litigation and such cost shall not be considered an Operation and Maintenance Expense.

11.2 Continuation of Responsibility.

The responsibilities of the Parties under this Agreement shall survive termination of this Agreement to the extent that liabilities are attributable to actions or omissions before such termination or attributable to a Pre-Existing Environmental Condition.

ARTICLE 12. OPERATION OF FACILITIES

12.1 Operations Under the Agreement.

The BRA shall assume operation and maintenance responsibility for the Facilities under the terms of this Agreement on the effective date of this Agreement, the same being

the Commencement Date.

12.2 Standard of Operation and Maintenance of Facilities.

The BRA shall operate or cause the Facilities to be operated in an efficient and economical manner and in accordance with sound business principles, and in accordance with Reasonable Standards. The BRA agrees to use reasonable diligence and care to continually hold itself ready, willing, and able to render the services contemplated by this Agreement.

12.3 Independent Contractor; CITY Not to Manage or Operate.

The BRA shall be responsible for the operation of the Facilities and will be an independent contractor in fulfilling all of the obligations under this Agreement.

12.4 Regulatory Action.

The Parties recognize that the obligations of the BRA to render services as provided in this Agreement are subject to all present and future Regulatory Requirements, rules and/or regulations issued or adopted from time to time by numerous regulatory authorities, and the Parties agree to cooperate to make such applications and to take such action as may be necessary or desirable to obtain compliance therewith.

12.5 Third Party Agreements to Operate and Maintain.

The BRA may enter into agreements with one or more third parties to assist the BRA in the performance of its obligation to operate and maintain the Facilities. The BRA shall be solely responsible for paying for the services for such third parties and shall ensure that no lien due to failure to pay such third parties is filed against the Facilities or the property upon which the Facilities is located. In the event that a lien is filed against the Facilities, the BRA shall do all things necessary to cause such lien to be removed at BRA's sole cost and expense.

12.6 Repair and Replacement Fund.

The BRA may, with consent from the CITY, create a Repair and Replacement Fund, which shall be incorporated into the Annual Budget and shall be held in an interest-bearing account.

12.7 Determination of Necessity to Repair.

The BRA shall be responsible for determining the necessity of any Repairs or Replacements to be made out of the Repair and Replacement Fund. Upon making any determination that Repairs or Replacements are required, the BRA shall promptly notify the CITY. The BRA shall procure, design, construct, acquire, and/or install any such improvements related to the Repairs or Replacements. At the request of the CITY after the completion of the Repairs or Replacements and at the CITY's expense, the BRA shall provide a written report that specifies in reasonable detail the Repairs or

Replacements.

12.8 Restoration of Repair and Replacement Fund.

For each CITY Fiscal Year, the BRA shall include, as a component of the Reconciliation Value, an amount sufficient to restore the Repair and Replacement Fund to the minimum balance as set forth in the Annual Budget.

ARTICLE 13. TERM, TERMINATION, AND CANCELLATION OF 1998 AGREEMENT

13.1 Term.

Unless terminated pursuant to the provisions hereof or by mutual agreement of the Parties hereto, this Agreement shall continue in full force and effect for a period of five (5) years from the Commencement Date. At the end of the Term, this Agreement shall renew for one additional five (5) year term upon written agreement of the Parties.

13.2 Termination.

(a) This Agreement may be terminated as follows:

(i) By the BRA or the CITY upon written notice in the event of any of the following:

- (1) any Federal, State or Local agency should fail to issue any applicable permits or if any applicable permits should be revoked modified or amended such that it becomes impossible or illegal for the BRA to perform its obligations under this Agreement;
- (2) any order or ruling should be enacted, promulgated or issued by any governmental agency having jurisdiction over the subject matter of this Agreement and the effect of such change, order or ruling makes it impossible or illegal for the BRA to perform its obligations under this Agreement; or
- (3) some other event occurs which makes the continued operation of the Facilities by the BRA impossible;

(ii) By the BRA for any reason, upon providing not less than one hundred eighty (180) days written notice to the CITY or by the CITY for any reason, upon providing not less than one hundred eighty (180) days written notice to the BRA.

(iii) By the CITY in the event that BRA breaches any term of this Agreement after notice of the breach and opportunity to cure as follows: the CITY shall first give BRA written notice of the breach, and BRA shall have thirty days from the date of the notice to cure the breach.

(b) The Parties agree to notify each other immediately upon receipt of notice of any action proposed by a Federal, State, or local agency or any action by any governmental agency having jurisdiction over the subject matter of this Agreement proposing a change, order, or ruling which would make impossible or illegal for the

BRA to perform its obligations under this Agreement.

- (c) Upon termination of this Agreement, all obligations of both Parties under this Agreement shall terminate and be of no further force and effect, except to the extent that it is specifically stated herein that any such obligations shall survive termination.
- (d) Upon termination of this Agreement, the BRA agrees to cooperate with the CITY, where reasonably possible, to assist in the CITY's assumption of the operation and maintenance of the Facility. Additionally, the CITY agrees to pay the BRA for all outstanding amounts due under the terms of this Agreement.

13.3 Cancellation of 1998 Agreement.

Upon the Commencement Date of this Agreement, the 1998 Agreement is hereby terminated in its entirety. The only rights and obligations that survive the 1998 Agreement are those included in this Agreement.

ARTICLE 14. MISCELLANEOUS PROVISIONS

14.1 Force Majeure.

In the event any Party to this Agreement is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, excluding the obligation to make the payments required under this Agreement, then the obligations of such party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Agreement, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or damage to machinery or equipment, or impossibility by operation of law, which are not within the control of the party claiming inability to perform under this Agreement and such problem could not have been avoided by the exercise of due diligence and care. It is understood and agreed that any force majeure shall be remedied with all reasonable dispatch.

14.2 Remedies Upon Default.

Prior to instituting litigation, the Parties agree to first attempt to resolve any dispute related to this Agreement through direct discussions in the spirit of mutual cooperation and may engage in mediation or other alternative dispute resolution methods as

mutually agreed between the Parties. If neither a negotiated nor mediated resolution is obtained, the Parties may pursue any available legal or equitable remedy, including specific performance and mandamus. No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. The Parties expressly agree that this Agreement constitutes a contract for goods and services in accordance with Chapter 271, Subchapter I of the Texas Local Government Code in that the BRA shall be providing Water treatment services to the CITY and that the provisions thereof apply to and govern claims regarding this Agreement, with the exception that attorney's fees are expressly excluded and shall not be awarded to any Party under any circumstances.

14.3 Waiver.

No waiver on any breach or default (or any breaches or defaults) by any Party hereto of any terms, covenants, conditions or liability hereunder, or of performance by the other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.

14.4 Addresses and Notices.

All notices which the BRA or the CITY may be required, or may desire, to serve on the other shall be in writing and shall be served by personal delivery or by depositing the same with the U.S. Postal Service, first-class or certified mail, postage prepaid, return receipt required, and addressed to the respective party at the addresses set forth below. All notices shall be deemed received within five (5) business days. The addresses stated shall be effective for all notices to the respective Parties until written notice of a change of address is given pursuant to the provisions hereof:

BRA:
Brazos River Authority
4600 Cobbs Drive
P.O. Box 7555
Waco, Texas 76714-7555

CITY OF LEANDER: (for Notices)
City of Leander
Director of Public Works
105 N. Brushy St.
Leander, Texas 78641

CITY OF LEANDER: (for Invoices)
City of Leander Director of Finance
P.O. Box 319
Leander, Texas 78646

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

14.5 Modification.

This Agreement shall be subject to change or modification only with the written mutual consent of each of the Parties hereto.

14.6 Assignability of this Agreement.

This Agreement, and all rights, duties and obligations hereunder, shall not be assignable by either Party without the prior written consent of the other Party.

14.7 Parties in Interest.

This Agreement shall be for the sole and exclusive benefit of the BRA and the CITY and shall not be construed to confer any benefit or right upon any third party.

14.8 Severability.

The provisions of this Agreement are severable and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby.

14.9 Representations and Warranties.

Each Party hereto represents and warrants to the other that (1) such Party is validly existing and operating under the laws of the State of its creation or incorporation, as applicable, and the laws of the State of Texas; (2) such Party has full requisite power and authority to perform its obligations under this Agreement; (3) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action of the governing body, or Board of Directors, as applicable, of such Party; (4) this Agreement is a valid and binding obligation of such Party enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or other law affecting creditors rights generally and by general equitable principles; and (5) the execution, delivery and performance of this Agreement by such Party does not, and will not: (A) violate the statute, character or other instrument pursuant to which such Party was created; (B) violate the Constitution of the State of Texas, or any other law, rule or regulation by which such Party is bound; (C) violate any judgment, writ, order, injunction, award or decree of any court, arbitrator, administrative agency or other governmental authority which is binding upon such Party; or (D) result in a material breach, violation or default under any indenture, covenant, mortgage, ordinance, bond resolution, contract, deed of trust, debenture, agreement or other instrument to which such Party is a party.

14.10 Merger.

This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the Parties relative to the subject matter hereof.

This Agreement is executed as of this _____ day of _____, 2023.

BRAZOS RIVER AUTHORITY
David Collinworth, GM/CEO

CITY OF LEANDER
Christine De Lisle, Mayor

Attest:

CITY OF LEANDER
Dara Crabtree, City Secretary

LIST OF EXHIBITS

"Exhibit A"	Scope of Work	Section 2.1
"Exhibit B"	The Facilities	Section 2.1

EXHIBIT A SCOPE OF WORK

BRA will:

Personnel Staffing

1. Provide qualified personnel to operate and maintain the Facilities pursuant to this Agreement. The BRA will staff the Facilities to meet Regulatory Requirements and budgeted level of service.
2. Identify BRA employees and vehicles with badges and/or appropriate decals.
3. Manage any BRA personnel issues of BRA personnel operating and maintaining the Facilities such as hiring, worker's compensation claims, termination, performance counseling, safety, and training.
4. Minimize overhead expenses and administrative costs.
5. Use generally accepted accounting principles and internal control standards in performing all financial transactions.

Communications

6. Respond to inquiries, complaints, and concerns in a professional, courteous, and timely manner. Use best efforts to promote good relations with the CITY's customers, stakeholders, regulators, and residents.
7. Monitor and track all complaints and inquiries received from the public, if any. Notify the CITY of all complaints and inquiries within 24-hours of receipt.
8. Respond to any routine inquiries or reporting requirements of any governmental authority or their consultants in a prompt and professional manner.
9. Coordinate with the CITY to respond in a proactive, prompt, and professional manner to affected parties, stakeholders, and regulators regarding operations and maintenance matters that will affect the public.

Coordination of Services and Operations

10. Coordinate operations and maintenance of the Facilities with neighboring entities, districts, or corporations as necessary or as requested by the CITY.

Meeting Preparations and Attendance

11. Attend City Council or other meetings at which the CITY requests the BRA's attendance. Provide routine operations and financial information.

Regulatory Requirements and Document Management

12. Complete, in a timely manner, all required documentation for the TCEQ and the United States Environmental Protection Agency, including but not limited to the monthly and annual monitoring reports.
13. Dispose of records in accordance with BRA and CITY records retention policies.
14. Manage and maintain in an efficient, organized, and readily available manner the following records:
 - a comprehensive and detailed asset listing of the components of the Facilities;
 - water quality analyses;
 - billing documents and all budgets;
 - documentation of repairs to the Facilities by the BRA after the effective date of this Agreement;
 - a comprehensive list and documentation of maintenance of Facility equipment;
 - documentation of accidents, injuries, falls, and similar safety issues and actions; and
 - internal, vendor, and regulatory inspection reports.

Budget and Accounting

15. Make recommendations and prepare the Annual Budget in a timely manner. Provide the CITY a copy of the documents and backup documentation if requested.
16. Monitor, track, and regularly report the expenses related to the Annual Budget.
17. Submit accurate and timely billings to the City of Leander in accordance with this Agreement.
18. Promptly pay all vendors and third-party contractors. All penalties and interest due on late payments shall be BRA's responsibility and shall not be charged to the CITY, unless such penalties and interest due were incurred based upon the direction of the CITY.
19. Accurately reflect all payments by the CITY prior to any Reconciliation Value calculations.
20. File and monitor any insurance claims in a timely manner.

Facility Monitoring and Emergency Response

21. Maintain 24-hour-per-day telephone dispatch service with qualified personnel available to respond in the event of an emergency. The telephone number for such service shall be displayed at all gated entrances.
22. Emergency services shall include services required as a result of a hazardous condition

or problem that would cause damage to personal property, endanger the public's health and safety, result in a serious degradation of water quality or interruption of scheduled deliveries, or a condition which, in the opinion of the BRA or the CITY's representatives, poses an immediate threat to develop into one of the emergencies listed above. In the event of an emergency, the BRA shall have the authority to act without special instruction or authorization from the CITY in order to prevent or minimize damage, injury or loss resulting from such emergency.

23. Monitor and respond to any automated alarm systems installed in the Facilities.
24. Advise the CITY of recommended Capital Improvements when necessary and as part of the Annual Budget preparation process.
25. Advise the CITY of emergency repairs in a timely manner.
26. Monitor water flows within the Facilities. Monitor regulated water quality characteristics in the Facilities. Timely advise the CITY of anomalies, trends, and results of improvements.
27. Provide all verbal and written notice of violations to TCEQ in accordance with the provisions of the applicable rules and regulations and coordinate with the CITY on such notifications.
28. Provide all responses to TCEQ inspections in consultation with the CITY. Implement any corrective actions requested by TCEQ and notify the CITY when corrective actions have started, the cost of the corrective actions (if any), and when corrective actions have been completed.
29. Respond to failures associated with the Facilities in a timely, organized, and efficient manner to minimize or eliminate adverse environmental, public health and safety, and financial impacts.

Operation of Facility

30. Provide personnel, materials, vehicles, equipment, and hand tools necessary for the routine operation of the Facilities. The BRA shall stock and replenish all supplies necessary for the continuing operation of the Facilities.
31. Provide licensed operators to operate the Facilities and to perform all inspections, tests, sampling, and laboratory analyses of such Facilities in compliance with Regulatory Requirements and this Agreement.
32. Pursuant to a predetermined schedule, test Facilities' valves and equipment to maintain reliable performance. Complete repairs as necessary.
33. Optimize the use of chemicals and electricity for the Facilities.
34. Manage all contracted services related to the Facilities daily operations, such as chemical delivery and sludge disposal.

Maintenance and Repair of Facilities

35. Maintain a scheduled maintenance program including an updated maintenance checklist, schedule of maintenance, and replacement program based on equipment manufacturers' recommendations and staff experience.
36. Perform all preventive maintenance, including, but not limited to, routine cleaning, lubrication and adjustment of equipment, cleaning or replacement of filters and belt adjustments required pursuant to the scheduled maintenance program established in accordance with the preceding subparagraph, and record all equipment serviced and the procedures and supplies utilized in order to provide an up-to-date history of all service, maintenance and replacements provided. As directed by the CITY, the BRA will be responsible for maintaining all manufacturers' warranties on Facility equipment after the Effective Date of this Agreement.
37. Monitor, track, and report the amount of preventive maintenance compared to demand maintenance.
38. Inspect, clean, and maintain appearance of Facility, in accordance with industry standards. When not included in industry standards, maintaining appearance of the Facilities shall include mowing and trimming of ground cover and area/surrounding vegetation with the potential to affect operations, maintain equipment markings/labels and signage on the property to ensure they are legible, and replace expired lighting in a timely manner.
39. Use generally accepted business practices to procure materials and replacement equipment. The BRA shall not be responsible to the CITY for any guarantees in connection with such materials or replacement equipment. The BRA shall use its best efforts to maintain the normal guarantees applicable in the particular industry manufacturing such materials or replacement equipment.

Reporting

40. Complete and certify any documents required for routine self-monitoring and/or self-reporting purposes. Prepare and submit all routine operational and/or regulatory reports required in compliance with Regulatory Requirements.
41. Prepare monthly reports in a format and method acceptable to the CITY showing:
 - gallons treated for the month and cumulatively; and
 - variance report for the budget and actual expenses.

EXHIBIT B
THE FACILITIES
As Of January 1, 2023

Being those facilities, equipment and related improvements reasonable and necessary to treat and distribute potable Water, including but not limited to the following:

1 –12.0 million gallon per day (MGD) Water treatment plant consisting of the following:

- 1 raw water intake barge with electrical building

- 1 raw water tank

- 6 Roberts Unit filters

- 1 two million gallon clearwell

- 1 chemical building

- 3 lagoons

- 1 treatment/shop building

- 1 office/lab building

- 1 metering station

- Associated pumps, motors, blowers, and other appurtenances

- Any other facilities built or acquired by the CITY in the future for the purpose of treating raw water at the Sandy Creek Water Treatment Plant



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Approval of Task Order KSA-03 with KSA Engineers, Inc., for design, bid, and construction administration services related to the utility improvements of East Street from Evans Street to South Street, and street improvements of East Street from Evans Street to Broade Street (CIP WW.49) in the amount of \$209,025.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

East Street exists today as a "dirt street" for only one (1) block between East Evans Street and East Broade Street. This project will add water and wastewater lines and eliminate and replace a very old wastewater lift station with a gravity connection to the South Brushy Creek Interceptor. Since the utility work will damage the existing street, this project will repair and cap the existing dirt street with a two (2)- lane asphalt roadway with open ditch drainage between East Broade Street and Evans Street.

Previous plans to construct a curb and gutter street from RM 2243 to Hero Way, with a bridge across Brushy Creek, will be considered in the future. The right-of-way (ROW) for East Street was dedicated with the original 1882 Leander plat, and no further ROW is proposed at this time.

HISTORY/TIMELINE:

10/10/22 – Council approval of 2023 Capital Improvements Program projects list including East Street Utilities (CIP WW.49)

APPLICANT/AGENT:

KSA Engineers, Inc.

RECOMMENDATION:

Staff recommends approval of Task Order KSA-03, for the East Street Utilities improvements (WW.49), to KSA Engineers, Inc. in the amount of \$209,025.00 and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Russell Alabastro, CIP Project Manager

Fiscal Impact

<u>Amount requested:</u>	\$209,025.00
<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>	27-02-8388 Utility Fund

Attachments

1. Task Order KSA-03

2. KSA Fee Proposal

3. KSA - PSA Form

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. KSA-03

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

WW.49 - EAST STREET UTILITIES

A. PROJECT DESCRIPTION

The project will add water and wastewater lines and eliminate a very old wastewater lift station by gravity connection to the South Brushy Creek Interceptor. Since the utility work will damage the existing street, this project will repair and cap the existing dirt street with a two (2) lane asphalt roadway with open ditch drainage between East Broade Street and Evans Street. Previous plans to construct a curb and gutter street from RM 2243 to Hero Way, with a bridge across Brushy Creek, will be considered in the future. Right-Of-Way (ROW) for East Street was dedicated with the original 1882 Leander plat, and no further ROW is proposed at this time.

B. SCOPE OF SERVICES

KSA Engineers, Inc. will provide the services as described in the Scope of Services section of their attached Proposal, dated February 20, 2023.

C. DELIVERABLES

KSA Engineers, Inc. will provide deliverables as described in the Scope of Services section of the attached Proposal, dated February 20, 2023.

D. BASIS OF COMPENSATION

The total compensation for the above outline of services and deliverables of the WW.49 – EAST STREET UTILITIES shall be based on a unit task fee of \$209,025.00. The City shall make payments to the Consultant for performing the engineering services described on a monthly billing basis in accordance with the attached Proposal, dated February 20, 2023, and monthly progress statements submitted by the Consultant and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Consultant will work expeditiously to complete the services described herein. The initial Engineering and Design Phase services are anticipated to take approximately one-hundred fifty (150) calendar days from when the Owner issues the notice to proceed. The subsequent Bid and Construction Phase services are anticipated to take approximately one-hundred ninety-five (195) calendar days.

F. INCORPORATED DOCUMENTS

The following documents are incorporated herein.

1. Proposal documents from KSA Engineers, Inc. dated February 20, 2023, entitled Proposal for Professional Engineering Services..
2. Executed City of Leander Standard Professional Services Agreement (SPSA) by KSA Engineers, Inc.

APPROVED:

CITY OF LEANDER, TEXAS

By _____
Richard B. Beverlin III

Title City Manager

Attest _____

Date _____

ACCEPTED:

KSA ENGINEERS, INC.

By _____
Joncie H. Young, P.E.

Title Director of Client Services

Attest Sheila Rogers

Date 4/19/2023



February 20, 2023

Russell Alabastro
CIP Project Manager
City of Leander
201 North Brushy Street
Leander, Texas 78641

via email only
ralabastro@leandertx.gov

**RE: City of Leander – East Street Utilities – CIP Project ID WW.49
Proposal for Professional Engineering Services**

Dear Mr. Alabastro,

KSA Engineers, Inc., (KSA) is pleased to present this letter to serve as our proposal to provide professional engineering services associated with the East Street Utilities. KSA and the City of Leander met on January 20, 2023, to review the scope and goals of the project. This meeting, combined with KSA's pre-project due diligence, provides the basis for this scope and fee proposal. The following is a general description of the project scope of work to be performed, and KSA proposes to complete this scope of work at an hourly not-to-exceed fee of \$209,025, which is further detailed below and in the attached.

The proposed project encompasses approximately 1,300 linear feet of N East Street which is currently a local residential dirt road for one block between E Broade Street and E Evans Street, and undeveloped right of way for the remainder of the project length between Brushy Creek and E South Street (FM 2243). The City intends to build out water and sewer utilities along the project length. The proposed sewer will connect to a collector line along Brushy Creek and allow the decommissioning of an existing lift station at the corner of N East Street and E Evans Street along with the existing force main from the lift station to E South Street. The proposed water line will cross E South Street and provide an additional loop in the local distribution system. Only the existing block of dirt road will be reconstructed with bar ditch drainage. The pavement section of the new road will be provided by the City in accordance with the City's standards.

Previous roadway and utility improvements, including a bridge over Brushy Creek, were designed and permitted but not constructed. While the scope of the current project does not exactly match the scope of this previous design, these documents will serve as a general guide for the layout of the scoped work. Right-of-way along N East Street is already acquired and no further acquisition is anticipated by the City.

Scope of Services

KSA proposes to provide the services in accordance with the Professional Services Contract with the City, for the scoped improvement listed above. Specifically, we propose to perform the work under phases identified as Preliminary Engineering Phase, Preliminary Design Phase, Final Design Phase, Bid Phase, Construction Phase, and Post-Construction Phase. The tasks under each of these phases include the following:

Phase A – Preliminary Engineering Phase Services

- Project management and coordination.
- Participate in a kick-off meeting with the City and stakeholders and conduct coordination and update meetings. It is anticipated that these meetings will be a mix of in-person and virtual settings at the City's preference.
- Perform topographic design survey of project area in State Plane coordinate system, NAD83 – Central Zone. The Digital Terrain Model will show 1 foot contours, all improvements within the project limits, and hardwood trees 10 inches in diameter or larger. Only visible above-ground utilities and underground utilities marked by others via One-Call will be depicted on the survey. This task will be performed by the local subconsultant Landesign Services. KSA will coordinate any necessary right of entry documentation to complete this task with the City.
- Provide research and identify all existing utilities within the project area based on existing City records and any documentation that can be acquired from utility owners and adjacent developments. A utility conflict matrix will be prepared and utility stakeholders will be identified for preliminary coordination and notification of the proposed project.

- Prepare a preliminary project schedule and Engineer's Preliminary Opinion of Probable Project Cost (EPOPPC) based on the information gathered in the Preliminary Engineering Phase.
- Provide internal quality assurance and quality control of all deliverables including verification site visit of topographic design survey and technical review engineering documents.

Phase B1 – Preliminary Design Phase Services

- Project management and coordination.
- Participate in a design kick-off meeting with the City and stakeholders and conduct coordination and update meetings. It is anticipated that these meetings will be a mix of in-person and virtual settings at the City's preference.
- Conduct Hydraulic and Hydrologic (H&H) analysis for the proposed project area to determine the mitigation necessary within the right-of-way to accommodate any additional impervious cover required by the proposed project. H&H analysis will be performed utilizing HEC-HMS and City development standards, and the results of this analysis will be summarized in a sealed technical memorandum provided for City review and any necessary City permitting.
- Prepare 30% and 60% construction plans for the scoped improvements including street, water, and sewer plan, profile, and cross sections, associated drainage improvements with ditch plan and profiles, construction details, traffic control plans, marking plans, and lift station abandonment details.
- Update the Utility Conflict Matrix and continue coordination with utility stakeholder and owners based on conflicts identified and updated during the preliminary design.
- Provide an updated Engineer's Preliminary Opinion of Probable Construction Cost at the 60% preliminary design submittal.
- Conduct QA/QC by the Independent Technical Review Team of all Design Phase deliverables and provide response to any preliminary design review comments from the City and stakeholders.

Phase B2 – Final Design Phase Services

- Project management and coordination.
- Participate in a design review meeting with the City and stakeholders and conduct coordination and update meetings. It is anticipated that these meetings will be a mix of in-person and virtual settings at the City's preference.
- Prepare 90% construction plans and technical specifications for the scoped improvements including street, water, and sewer plan, profile, and cross sections, associated drainage improvements with ditch plan and profiles, construction details, traffic control plans, marking plans, and lift station abandonment details.
- Prepare Stormwater Pollution Prevention Plan in accordance with City and TCEQ requirements.
- Provide an updated Engineer's Preliminary Opinion of Probable Construction Cost at the 90% final design submittal.
- Submit 90% deliverables to the City's Planning Department and address any review comments received.
- Conduct QA/QC by the Independent Technical Review Team of all Design Phase deliverables and provide response to any final design review comments from the City and stakeholders.
- Issue 100% sealed construction plans, technical specifications, and bid form for bidding. Provide anticipated submittal log to City.

Phase B3 – Other Services – Permitting and Regulatory

- Prepare and submit required permitting documents, including 90% deliverables, and respond to review comments to secure the necessary City permit for CIP projects. Anticipated permitting documents include permit application form, construction plans, H&H technical memorandum, and construction cost estimate.
- Prepare and submit Utility Installation Request to TxDOT using the City's UIR account access to secure the necessary permission for the water line installation across FM 2243.

Phase C – Bid Phase Services

- Conduct one pre-bid conference meeting and attend the bid opening.
- Respond to technical questions from bidders and issue addenda, as needed, to address or clarify the contents of the plans and technical specifications.
- Review bids received, prepare bid tabulation, check contractor references, and provide a summary of the bid results and bid award recommendation for City staff and Council review.

Phase D – Construction Phase Services

- Project management and coordination.
- Conduct one pre-construction conference and attend up to 10 bi-weekly construction progress meetings and site visits with the City, Contractor, Subcontractors, and stakeholders to include a set agenda covering safety and traffic control, status of schedule, two-week work look-ahead, change orders, pay application status, and other relevant items. Periodic site visits will include observation of work during items of major construction including pre-pour inspections, interim phase completion inspections, traffic control changes, paving, and unannounced visits to document contractor resources and prosecution of work in accordance with the construction schedule. KSA will submit an observation report to the City after each site visit.
- Review and provide responses to Contractor RFI's.
- Review of Contractor submittals for conformance with the construction plans and technical specifications utilizing standardized form, numerical tracking, and submission through Newforma project management software.
- Review and negotiate Contractor change order requests as required and provide recommendation for approval to the City.
- Conduct a Final Inspection and prepare a punch list for final acceptance and provide on-site confirmation of punch list completion prior to recommendation for final payment and release of retainage.

Phase E – Post-Construction Phase Services

- Prepare record drawings based on as-builts or red-lines provided by contractor and/or the City's inspector provided in both electronic (PDF, CAD) and printed format.

The following services are excluded from this proposal but can be added to the scope and a fee negotiated if desired:

- Environmental assessment or services. Due to the developed condition of the right-of-way and adjacent properties, and local funding of the project, no environmental assessment is required.
- Right-of-way acquisition services, boundary survey, and metes and bounds survey documents. Right-of-way acquisition is not anticipated to be needed for the proposed project.
- Subsurface utility engineering, identification, coordination. Utilities within the project area will be identified using existing records provided by the City, utilities marked on the project's design survey, and other utility owners where available.
- Geotechnical investigation and pavement recommendation. Due to anticipated future street improvements, no geotechnical investigation will be provided, and the pavement section used for this project will be provided by the City in accordance with City standards.
- Traffic engineering. Traffic counts and traffic modeling are excluded.
- Electrical engineering. Electrical design and photometric analysis for street lighting is not included.
- Construction materials testing. It is understood that the City contracts directly with an independent laboratory to perform construction materials testing during the construction phase.
- Resident Project Representative services. It is understood that the City will provide on-site inspection using in-house staff for this project.
- TDLR Architectural Barriers registration and inspection. No improvements subject to review and inspection by TDLR is included in the scope.
- Landscape architecture. No landscaping or monumentation requiring a landscape architect is anticipated for this project.

Compensation

We propose to perform the services described for the above outlined scope at an hourly not-to-exceed fee of the following:

Phase A – Preliminary Engineering Phase Services	\$ 26,400.00
Phase B1 – Preliminary Design Phase Services (30%, 60%)	\$ 59,485.00
Phase B2 – Final Design Phase Services (90%, 100%)	\$ 52,040.00
Phase B3 – Other Services – Permitting and Regulatory	\$ 11,430.00
Phase C – Bid-Award-Execute Phase Services	\$ 12,450.00
Phase D – Construction Phase Services (5 months assumed)	\$ 43,210.00
Phase E – Post-Construction Phase Services	\$ 4,010.00
Total for All Services	\$ 209,025.00

A Manhour Projection and Fee Calculation for Engineering Services is attached to this proposal.

Schedule

We propose to perform the services described for the above outlined scope in accordance with the following schedule.

• Preliminary Engineering Phase	30 calendar days
• Preliminary Design Phase.....	60 calendar days
• Final Design Phase	60 calendar days
• Bid Phase	45 calendar days
Preliminary, Design, and Bid Phases	195 calendar days
• Construction Phase	150 calendar days (assumed)
Total Project Duration.....	345 calendar days

Note: Project schedule does not include extended times for Owner or stakeholder review – 10 calendar day review times are assumed. Bid Phase schedule is typical based on projects of similar scope and scale and includes the duration from posting the project for bids to construction contract award by Council.

Sub Consultants

Sub consultants to be used by KSA are as follows:

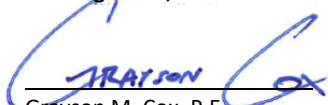
1. Landesign Services – topographic design survey

The fee proposal for Landesign Services is attached for your review and comment. Sub consultant fees have been incorporated into KSA's Manhour Projection and Fee Calculation for Engineering Services. A 15% carrying factor has been included to cover our associated expenses, such as administration costs and additional liability insurance.

Proposal Acceptance

KSA understands that upon completion of the fee negotiation, a Task Order will be offered that takes the project through the completion of the preliminary, design, bid, construction, and closeout phases. As always, KSA appreciates the opportunity to provide professional services for the City of Leander. If you have any questions, please do not hesitate to call.

Respectfully,
KSA Engineers, Inc.



Grayson M. Cox, P.E.
Project Manager

Attachments: Manhour Projection and Fee Calculation
 2022 Schedule of Hourly Fees
 Landesign Services Fee Proposal
 WW.49 Design RFP for East Street Utilities

		Projected Manhours										Subconsultants					
Task ID	Task Description	Principal	Project Manager	Electrical Engineer	Sr. Project Engineer	Project Engineer	Design Engineer	Sr. Design Technician	Sr. CAD Technician	Project Assistant	Reimbursable Expenses	Landesign Services			Sub 15% Markup	Phase Total	
A. Preliminary Engineering Phase Services (30 calendar days)																	
A1.01	Conduct 2 Coordination, Progress, and Coordination Meetings (including Kick-off)		3	1	3	2	5	2		2							
A1.02	Conduct Geotechnical Investigation (N/A)																
A1.03	Provide Topographic Design Survey		1			2	2	2	4	2		\$15,800			\$2,370		
A1.04	Provide Boundary Survey, Metes & Bounds Exhibits (N/A)																
A1.05	Prepare, Document, and Summarize all Existing Studies and Data (N/A)																
A1.06	Prepare and Submit Abbreviated Phase I Environmental Report (N/A)																
A1.07	Research, Document, Identify Utility Conflicts, and Engage Stakeholders		2	2	4	8	8		6	2							
A1.08	Prepare Preliminary Construction Schedule & Cost Estimate (N/A)																
Totals		0	6	3	7	12	15	4	10	6	\$ -	\$ 15,800	\$ -	\$ -	\$ 2,370	\$ 26,400	
B1. Preliminary Design Phase Services - 30% and 60% (60 calendar days)																	
B1.01	Conduct 3 Meetings, Site Visit, and Review Meetings	1	6	2	9	6	6	4		2	\$90						
B1.02	Perform Hydraulic and Hydrology Analysis and Prepare Summary Memo		4		20	4	8	4		2							
B1.03	Prepare 30% Civil Plans (Street, Utilities, Lift Station)		6		12	10	15	28	40	4							
B1.04	Address 30% Review Comments		2		4	2											
B1.05	Prepare 60% Civil Plans (Street, Drainage, Utilities, Lift Station)		8	6	12	20	24	40	60	4							
B1.06	Prepare and Submit 60% Opinion of Probable Construction Cost		2		4	2	2	4									
B1.07	Address 60% Review Comments		2		4	2		4									
B1.08	Utility and Pre-Permitting Agency Coordination		4		2	6	8			2							
B1.09	Perform QA/QC of All Deliverables		8		6			6									
B1.10	Project and Contract Management		4														
B1.11	Written Progress Estimates and Invoicing		2							4							
Totals		1	48	8	73	52	63	90	100	18	\$ 90	\$ -	\$ -	\$ -	\$ -	\$ 59,485	
B2. Final Design Phase Services - 90%, 100% (60 calendar days)																	
B2.01	Conduct 3 Meetings, Site Visit, and Review Meetings	2	6	1	9	6	6	6		2							
B2.02	Prepare 90% Civil Plans & Technical Specifications		8	4	20	24	40	54	80	8							
B2.03	Prepare Stormwater Pollution Prevention Plan		2		2	4	4		4	2							
B2.04	Prepare and Submit Opinions of Probable Construction Cost		2		2	4	2	4									
B2.05	Address 90% Review Comments		2		4	2		4									
B2.06	Provide 100% Sealed Deliverables for Bidding		4	1	12	8	6	12	6	4							
B2.07	Perform QA/QC of All Deliverables		8		10												
B2.08	Project and Contract Management		4														
B2.09	Written Progress Estimates and Invoicing		2							4							
Totals		2	38	6	59	48	58	80	90	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,040	
B3. Other Services - Permitting and Regulatory																	
B3.01	Prepare & Submit Permitting Information, Respond to Review Comments		4	2	6	8	20	8	10	4	\$120						
B3.02	Prepare & Submit TxDOT UIR Documentation		4		6	2	8		4	2							
Totals		0	8	2	12	10	28	8	14	6	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ 11,430	
C. Bid-Award-Execution Phase Services (45 calendar days)																	
C1.01	Conduct Pre-Bid Conference and Attend Bid Opening		4		2	8				2	\$50						
C1.02	Address Contractor Questions and Prepare Addenda		8		6	20	10		8	4							
C1.03	Prepare Bid Tabulation and Award Recommendation		2		4	1				3							
C1.04	Written Progress Estimates and Invoicing		2							2							
C1.05	Project Management		2														
Totals		0	18	0	12	29	10	0	8	11	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 12,450	
D. Construction Phase Services (5 months assumed)																	
D1.01	Conduct Pre-Construction Conference		3		4		4			2	\$25						
D1.02	Attend Construction Progress Meetings & Site Visits (10 total)		20		28		10			6	\$300						
D1.03	Prepare and Submit Site Visit Observation Reports (10 total)		5		6		5			2							
D1.04	Coordination with City Inspector		3		8		2			2							
D1.05	Review Contractor Submittals		4		12		18			12							
D1.06	Respond to Contractor Requests for Information		6		20		10		8	3							
D1.07	Review and Assist in Negotiation of Change Orders		8		10		8	4	4	2							
D1.08	Review Contractor Progress Payment Applications		4		8		4			2							
D1.09	Conduct Final Inspection and Prepare Punch List		4		4		8			2	\$25						
D1.10	Verify Punch List Items Complete				4		6			2							
D1.11	Project Management and Invoicing		8							5							
Totals		0	65	0	104	0	75	4	12	40	\$ 350.00	\$ -	\$ -	\$ -	\$ -	\$ 43,210	
E. Post-Construction Phase Services																	
E1.01	Prepare Record Drawings		2		2		8	2	16	2							
E1.02	Project Management and Invoicing		2							2							
Totals		0	4	0	2	0	8	2	16	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,010	
Total Projected Manhours		1	149	13	210	103	199	108	160	85							
Hourly Rate		\$270.00	\$175.00	\$175.00	\$170.00	\$150.00	\$115.00	\$125.00	\$90.00	\$90.00							
Total Estimated Cost		\$270.00	\$26,075.00	\$2,275.00	\$35,700.00	\$15,450.00	\$22,885.00	\$13,500.00	\$14,400.00	\$7,650.00	\$ 610	\$ 15,800	\$ -	\$ -	\$ 2,370	\$ 209,025	



2022 SCHEDULE OF HOURLY FEES

Principal	\$270.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Senior Urban Design Planner	\$215.00/hour
Urban Design Planner	\$185.00/hour
Development Services Manager	\$195.00/hour
Electrical Engineer	\$175.00/hour
Electrical Design Engineer	\$145.00/hour
Mechanical Engineer	\$185.00/hour
Senior Project Manager	\$230.00/hour
Project Manager	\$175.00/hour
Senior Project Engineer	\$170.00/hour
Project Engineer	\$150.00/hour
Senior Design Engineer	\$130.00/hour
Design Engineer	\$115.00/hour
Senior Project Architect	\$215.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$180.00/hour
Senior Engineering Technician	\$195.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Safety Manager	\$135.00/hour
Safety Specialist	\$100.00/hour
TCEQ Instructor	\$100.00/hour
Regulation Compliance Specialist	\$100.00/hour
Project Assistant	\$ 90.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$ 95.00/hour
Project Representative - After Hours	\$115.00/hour
Graphic Designer	\$ 75.00/hour
Administrative Assistant	\$ 75.00/hour
Secretary	\$ 55.00/hour
Three-Man Survey Crew	\$195.00/hour
Two-Man Survey Crew	\$165.00/hour
Senior Registered Surveyor	\$175.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

26 January 2023

Grayson Cox, P.E.
KSA Engineers, Inc.
4833 Spicewood Springs Road, Suite 204
Austin, Texas 78759

Re: **Proposal for Professional Land Surveying Services**
City of Leander – N East Street (Project No. _____)
Leander, Williamson County, Texas

Dear Grayson:

In Accordance with your email and our understanding of the above referenced project, Landesign Services, Inc. (LSI) is excited to present this cost proposal for Surveying Services for your review. We appreciate the opportunity to offer these services and look forward to working with your firm on this project, and in the future.

Refer to the Scope of Services and attached 'Exhibit B' for Project Limits

I. Scope of Services:

A. Right-of Way Retracement Survey:

This project consists of a right-of-way (boundary) retracement survey of the area shown in **RED** on Exhibit B.

LSI will determine and depict the existing Right-of-Way line of N East Street, using monumentation found in the field, harmonized with existing public records.

➤ **Deliverables:**

LSI will provide Client with one AutoCAD, Civil3D digital file of the existing right-of-way lines of N East Street.

B. Engineering Design Survey:

Unless noted otherwise under Scope of Services (above), LSI will prepare an engineering design survey of the existing right-of-way of N East Street from the intersection of RM 2243 to the centerline of the North Fork Brushy Creek, as shown in **RED** on Exhibit B. Survey will with Digital Terrain Model (DTM) showing 1' contours and all improvements.

Spot elevations, tops, toes, grade breaks, flowlines, and other ground features will be located. All trees measuring 10" and larger will be tagged measured and located. All roadway striping, improvements and visible utilities will be shown and labeled. Accessible manholes found on site will be detailed and labeled with pipe sizes, directions, and flowline elevations. Underground utilities will be located only if previously marked by others.

- LSI will provide Client with one AutoCAD, Civil3D digital file of the engineering design survey showing all improvements and 1' contours.

II. Schedule:

- A. Right-of Way Retracement Survey: Six (6) Weeks
- B. Engineering Design Survey: Six (6) Weeks

III. Fees:

A. Right-of Way Retracement Survey:

Right-of-Way Retracement	Lump Sum	\$ 7,300.00
	<u>Sales Tax</u>	<u>\$ 0.00</u>
	Total	\$ 7,300.00

B. Engineering Design Survey:

<i>ROW to ROW</i>	Total	\$ 8,500.00
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IV. Assumptions:

1. Documents will be signed/sealed and prepared under the supervision of a Registered Professional Land Surveyor licensed to practice in the State of Texas.
2. Vehicular and pedestrian access to the site is possible and granted. The Client or owner will provide Right of Entry to adjacent tracts if required.
3. Some trees may not be identifiable.
4. Sufficient monumentation to determine the boundary exists on the subject tract and/or the adjoining tracts. There are no encroachments, overlaps, or gores that would affect the boundary lines.
5. Substantial boundary conflicts/issues may be subject to additional fees. LSI will communicate any issues upon discovery and coordinate remedies with Client.
6. Client/Owner will furnish the current ownership information and title commitment (if applicable).
7. LSI will not certify the survey to unnamed parties.
8. The client or title company will furnish existing CAD files and survey information for the project.
9. The Client or owner grants permission to clear and/or cut small trees and brush.
10. Survey data will be based on the Texas State Plane Coordinate System, NAD83 – Central Zone; Vertical data will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid12B, unless specified otherwise.
11. Schedule is based on receipt of signed notice to proceed.
12. This proposal is valid for 14 days.

V. Special Conditions:

1. Any service not set forth above in Scope/Intent and Extent of Services shall be done only after Consultant and Client have executed an Agreement for the Provision of Limited Professional Services for such additional services.
2. The project is proposed to be completed by LSI on a Lump Sum Fee Basis. Additional services will be billed on a Time and Materials expended basis in accordance with the attached Rate Schedule (Exhibit "A"). The estimates contained in this cost proposal shall not be exceeded without your written consent.

Again, we appreciate this opportunity to provide our professional services on the referenced project. Should you find this cost proposal substantially acceptable, please contact us. We will then prepare a contract form for your execution in conformance with the proposal. Should you require additional information or clarification, please contact our office.

Sincerely,



Brandy Tabor
President

26 January 2023

Date

Exhibit "A"

2023 RATE SCHEDULE

Expert Witness	\$175.00 per hour
Registered Professional Land Surveyor	\$80.00 per hour
Surveying Technician	\$ 60.00 per hour
Four Person Field Crew	\$105.00 per hour
Three Person Field Crew	\$95.00 per hour
Two Person Field Crew	\$ 85.00 per hour
One Person Field Crew	\$ 80.00 per hour
Clerical	\$ 45.00 per hour
Delivery	\$ 35.00 per hour

Client will be charged for services provided on a time and material expended basis at the rates set above and for purchased services at the cost of such service plus 10%. Purchased services include reproduction and blueline printing; third party delivery service; document acquisition; telephone; travel and subsistence; miscellaneous fees; and contracted services.

Exhibit B



DESIGN SCOPE OF SERVICES

WW.49 East Street Utilities

January 17, 2023

City Stakeholders

Emily Truman -	City of Leander -	City Engineer
Sarvesh Dhakal -	City of Leander -	Asst. City Engineer
Gina Ellision -	City of Leander -	Public Works Director
Kenley Crowder -	City of Leander -	Public Works Asst. Director-Utilities
Michael Riley -	City of Leander -	Public Works Asst. Director-Streets & Drainage
Paul Carone -	City of Leander -	City Inspector
Tony Bettis -	City of Leander -	CIP Program Manager
Russell Alabastro -	City of Leander -	CIP Project Manager

Project Overview –

East Street exists today as a "dirt street" for only one (1) block between Evans Street and East Broade Street. This project will add water and wastewater lines and eliminate a very old wastewater lift station by gravity connection to the South Brushy Creek Interceptor. Since the utility work will damage the existing street, this project will repair and cap the existing dirt street with a two (2) lane asphalt roadway with open ditch drainage between East Broade Street and Evans Street. Previous plans to construct a curb and gutter street from RM 2243 to Hero Way, with a bridge across Brushy Creek, will be considered in the future. Right-Of-Way (ROW) for East Street was dedicated with the original 1882 Leander plat, and no further ROW is proposed at this time.

Project Plan –

The Owner is requesting engineering and investigative services to design fully comprehensive and biddable construction drawings and specifications for public solicitation, assist with bidding and contracting, and provide construction administration services through closeout.

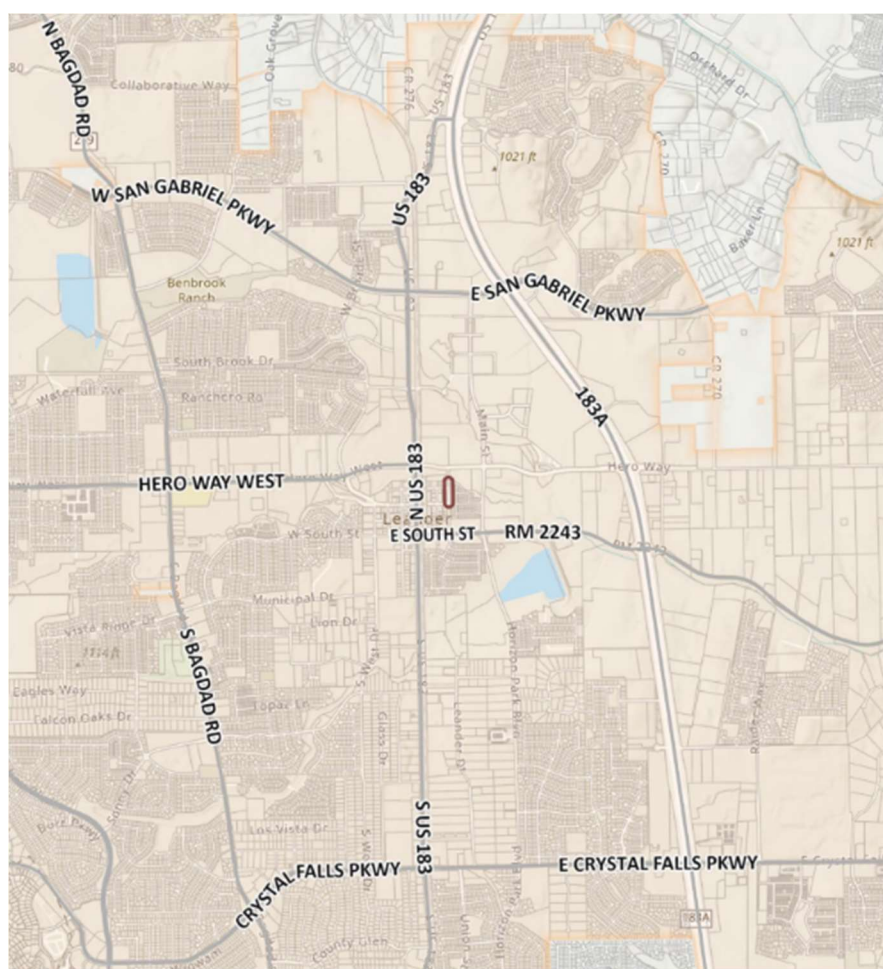
The improvements generally consist of constructing water and wastewater utilities, storm drainage, a new 38' wide (BOC-to-BOC) asphalt street including ~~curb and gutter~~, driveways, ~~sidewalks, landscaping, street lights~~, signage, pavement marking and barricades.

This project will provide modern, compliant utilities for the residents along East Street, as well as eliminate a very old, high maintenance lift station.

Deliverables –

- Construction drawings produced at the 30%, 60%, 90%, and 100% design stages.
- Project manual with all technical specifications necessary for the project at 90% and 100% design stages.
- City of Leander will provide front end bid documents, but Consultant shall provide bid form.
- Updated and refined itemized cost estimate at 60%, 90%, and 100% design stages.

- Design Phase schedule
- Estimated construction duration schedule
- City of Leander (City) CIP Commercial Permit, through City process
- TDLR – TAS review, coordination, and final approval
- Bid Phase Services – including bid form, scope statement, pre-bid agenda and notations, responses/answers to bidder design and technical questions, bid tabulation, etc.
- Construction Phase Services – including, but not limited to, pre-construction meeting attendance, progress meeting attendance with meeting notes, any needed site visits and design observations, review of construction management reports, schedules, status updates, submittals, payment applications, progress delays, and responses to RFI's, change requests, issues, design coordination, ASI's, substantial completion and final completion inspections, and closeout documents, including review of O&M documents, and converting As-Built drawings into Record drawings.



CIP Program

WW.49- East Street Utilities

Wastewater Projects

WW.49

Leander City Limits

Parcels (WCAD)



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



February 20, 2023

Russell Alabastro
CIP Project Manager
City of Leander
201 North Brushy Street
Leander, Texas 78641

via email only
ralabastro@leandertx.gov

**RE: City of Leander – East Street Utilities – CIP Project ID WW.49
Proposal for Professional Engineering Services**

Dear Mr. Alabastro,

KSA Engineers, Inc., (KSA) is pleased to present this letter to serve as our proposal to provide professional engineering services associated with the East Street Utilities. KSA and the City of Leander met on January 20, 2023, to review the scope and goals of the project. This meeting, combined with KSA's pre-project due diligence, provides the basis for this scope and fee proposal. The following is a general description of the project scope of work to be performed, and KSA proposes to complete this scope of work at an hourly not-to-exceed fee of \$209,025, which is further detailed below and in the attached.

The proposed project encompasses approximately 1,300 linear feet of N East Street which is currently a local residential dirt road for one block between E Broade Street and E Evans Street, and undeveloped right of way for the remainder of the project length between Brushy Creek and E South Street (FM 2243). The City intends to build out water and sewer utilities along the project length. The proposed sewer will connect to a collector line along Brushy Creek and allow the decommissioning of an existing lift station at the corner of N East Street and E Evans Street along with the existing force main from the lift station to E South Street. The proposed water line will cross E South Street and provide an additional loop in the local distribution system. Only the existing block of dirt road will be reconstructed with bar ditch drainage. The pavement section of the new road will be provided by the City in accordance with the City's standards.

Previous roadway and utility improvements, including a bridge over Brushy Creek, were designed and permitted but not constructed. While the scope of the current project does not exactly match the scope of this previous design, these documents will serve as a general guide for the layout of the scoped work. Right-of-way along N East Street is already acquired and no further acquisition is anticipated by the City.

Scope of Services

KSA proposes to provide the services in accordance with the Professional Services Contract with the City, for the scoped improvement listed above. Specifically, we propose to perform the work under phases identified as Preliminary Engineering Phase, Preliminary Design Phase, Final Design Phase, Bid Phase, Construction Phase, and Post-Construction Phase. The tasks under each of these phases include the following:

Phase A – Preliminary Engineering Phase Services

- Project management and coordination.
- Participate in a kick-off meeting with the City and stakeholders and conduct coordination and update meetings. It is anticipated that these meetings will be a mix of in-person and virtual settings at the City's preference.
- Perform topographic design survey of project area in State Plane coordinate system, NAD83 – Central Zone. The Digital Terrain Model will show 1 foot contours, all improvements within the project limits, and hardwood trees 10 inches in diameter or larger. Only visible above-ground utilities and underground utilities marked by others via One-Call will be depicted on the survey. This task will be performed by the local subconsultant Landesign Services. KSA will coordinate any necessary right of entry documentation to complete this task with the City.
- Provide research and identify all existing utilities within the project area based on existing City records and any documentation that can be acquired from utility owners and adjacent developments. A utility conflict matrix will be prepared and utility stakeholders will be identified for preliminary coordination and notification of the proposed project.

- Prepare a preliminary project schedule and Engineer's Preliminary Opinion of Probable Project Cost (EPOPPC) based on the information gathered in the Preliminary Engineering Phase.
- Provide internal quality assurance and quality control of all deliverables including verification site visit of topographic design survey and technical review engineering documents.

Phase B1 – Preliminary Design Phase Services

- Project management and coordination.
- Participate in a design kick-off meeting with the City and stakeholders and conduct coordination and update meetings. It is anticipated that these meetings will be a mix of in-person and virtual settings at the City's preference.
- Conduct Hydraulic and Hydrologic (H&H) analysis for the proposed project area to determine the mitigation necessary within the right-of-way to accommodate any additional impervious cover required by the proposed project. H&H analysis will be performed utilizing HEC-HMS and City development standards, and the results of this analysis will be summarized in a sealed technical memorandum provided for City review and any necessary City permitting.
- Prepare 30% and 60% construction plans for the scoped improvements including street, water, and sewer plan, profile, and cross sections, associated drainage improvements with ditch plan and profiles, construction details, traffic control plans, marking plans, and lift station abandonment details.
- Update the Utility Conflict Matrix and continue coordination with utility stakeholder and owners based on conflicts identified and updated during the preliminary design.
- Provide an updated Engineer's Preliminary Opinion of Probable Construction Cost at the 60% preliminary design submittal.
- Conduct QA/QC by the Independent Technical Review Team of all Design Phase deliverables and provide response to any preliminary design review comments from the City and stakeholders.

Phase B2 – Final Design Phase Services

- Project management and coordination.
- Participate in a design review meeting with the City and stakeholders and conduct coordination and update meetings. It is anticipated that these meetings will be a mix of in-person and virtual settings at the City's preference.
- Prepare 90% construction plans and technical specifications for the scoped improvements including street, water, and sewer plan, profile, and cross sections, associated drainage improvements with ditch plan and profiles, construction details, traffic control plans, marking plans, and lift station abandonment details.
- Prepare Stormwater Pollution Prevention Plan in accordance with City and TCEQ requirements.
- Provide an updated Engineer's Preliminary Opinion of Probable Construction Cost at the 90% final design submittal.
- Submit 90% deliverables to the City's Planning Department and address any review comments received.
- Conduct QA/QC by the Independent Technical Review Team of all Design Phase deliverables and provide response to any final design review comments from the City and stakeholders.
- Issue 100% sealed construction plans, technical specifications, and bid form for bidding. Provide anticipated submittal log to City.

Phase B3 – Other Services – Permitting and Regulatory

- Prepare and submit required permitting documents, including 90% deliverables, and respond to review comments to secure the necessary City permit for CIP projects. Anticipated permitting documents include permit application form, construction plans, H&H technical memorandum, and construction cost estimate.
- Prepare and submit Utility Installation Request to TxDOT using the City's UIR account access to secure the necessary permission for the water line installation across FM 2243.

Phase C – Bid Phase Services

- Conduct one pre-bid conference meeting and attend the bid opening.
- Respond to technical questions from bidders and issue addenda, as needed, to address or clarify the contents of the plans and technical specifications.
- Review bids received, prepare bid tabulation, check contractor references, and provide a summary of the bid results and bid award recommendation for City staff and Council review.

Phase D – Construction Phase Services

- Project management and coordination.
- Conduct one pre-construction conference and attend up to 10 bi-weekly construction progress meetings and site visits with the City, Contractor, Subcontractors, and stakeholders to include a set agenda covering safety and traffic control, status of schedule, two-week work look-ahead, change orders, pay application status, and other relevant items. Periodic site visits will include observation of work during items of major construction including pre-pour inspections, interim phase completion inspections, traffic control changes, paving, and unannounced visits to document contractor resources and prosecution of work in accordance with the construction schedule. KSA will submit an observation report to the City after each site visit.
- Review and provide responses to Contractor RFI's.
- Review of Contractor submittals for conformance with the construction plans and technical specifications utilizing standardized form, numerical tracking, and submission through Newforma project management software.
- Review and negotiate Contractor change order requests as required and provide recommendation for approval to the City.
- Conduct a Final Inspection and prepare a punch list for final acceptance and provide on-site confirmation of punch list completion prior to recommendation for final payment and release of retainage.

Phase E – Post-Construction Phase Services

- Prepare record drawings based on as-builts or red-lines provided by contractor and/or the City's inspector provided in both electronic (PDF, CAD) and printed format.

The following services are excluded from this proposal but can be added to the scope and a fee negotiated if desired:

- Environmental assessment or services. Due to the developed condition of the right-of-way and adjacent properties, and local funding of the project, no environmental assessment is required.
- Right-of-way acquisition services, boundary survey, and metes and bounds survey documents. Right-of-way acquisition is not anticipated to be needed for the proposed project.
- Subsurface utility engineering, identification, coordination. Utilities within the project area will be identified using existing records provided by the City, utilities marked on the project's design survey, and other utility owners where available.
- Geotechnical investigation and pavement recommendation. Due to anticipated future street improvements, no geotechnical investigation will be provided, and the pavement section used for this project will be provided by the City in accordance with City standards.
- Traffic engineering. Traffic counts and traffic modeling are excluded.
- Electrical engineering. Electrical design and photometric analysis for street lighting is not included.
- Construction materials testing. It is understood that the City contracts directly with an independent laboratory to perform construction materials testing during the construction phase.
- Resident Project Representative services. It is understood that the City will provide on-site inspection using in-house staff for this project.
- TDLR Architectural Barriers registration and inspection. No improvements subject to review and inspection by TDLR is included in the scope.
- Landscape architecture. No landscaping or monumentation requiring a landscape architect is anticipated for this project.

Compensation

We propose to perform the services described for the above outlined scope at an hourly not-to-exceed fee of the following:

Phase A – Preliminary Engineering Phase Services	\$ 26,400.00
Phase B1 – Preliminary Design Phase Services (30%, 60%)	\$ 59,485.00
Phase B2 – Final Design Phase Services (90%, 100%)	\$ 52,040.00
Phase B3 – Other Services – Permitting and Regulatory	\$ 11,430.00
Phase C – Bid-Award-Execute Phase Services	\$ 12,450.00
Phase D – Construction Phase Services (5 months assumed)	\$ 43,210.00
Phase E – Post-Construction Phase Services	\$ 4,010.00
Total for All Services	\$ 209,025.00

A Manhour Projection and Fee Calculation for Engineering Services is attached to this proposal.

Schedule

We propose to perform the services described for the above outlined scope in accordance with the following schedule.

• Preliminary Engineering Phase	30 calendar days
• Preliminary Design Phase.....	60 calendar days
• Final Design Phase	60 calendar days
• Bid Phase	45 calendar days
Preliminary, Design, and Bid Phases	195 calendar days
• Construction Phase	150 calendar days (assumed)
Total Project Duration.....	345 calendar days

Note: Project schedule does not include extended times for Owner or stakeholder review – 10 calendar day review times are assumed. Bid Phase schedule is typical based on projects of similar scope and scale and includes the duration from posting the project for bids to construction contract award by Council.

Sub Consultants

Sub consultants to be used by KSA are as follows:

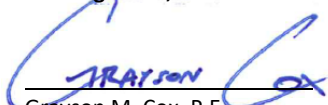
1. Landesign Services – topographic design survey

The fee proposal for Landesign Services is attached for your review and comment. Sub consultant fees have been incorporated into KSA's Manhour Projection and Fee Calculation for Engineering Services. A 15% carrying factor has been included to cover our associated expenses, such as administration costs and additional liability insurance.

Proposal Acceptance

KSA understands that upon completion of the fee negotiation, a Task Order will be offered that takes the project through the completion of the preliminary, design, bid, construction, and closeout phases. As always, KSA appreciates the opportunity to provide professional services for the City of Leander. If you have any questions, please do not hesitate to call.

Respectfully,
KSA Engineers, Inc.



Grayson M. Cox, P.E.
Project Manager

Attachments: Manhour Projection and Fee Calculation
 2022 Schedule of Hourly Fees
 Landesign Services Fee Proposal
 WW.49 Design RFP for East Street Utilities

		Projected Manhours										Subconsultants				Sub 15% Markup	Phase Total
Task ID	Task Description	Principal	Project Manager	Electrical Engineer	Sr. Project Engineer	Project Engineer	Design Engineer	Sr. Design Technician	Sr. CAD Technician	Project Assistant	Reimbursable Expenses	Landesign Services					
A. Preliminary Engineering Phase Services (30 calendar days)																	
A1.01	Conduct 2 Coordination, Progress, and Coordination Meetings (including Kick-off)		3	1	3	2	5	2		2							
A1.02	Conduct Geotechnical Investigation (N/A)																
A1.03	Provide Topographic Design Survey		1			2	2	2	4	2		\$15,800			\$2,370		
A1.04	Provide Boundary Survey, Metes & Bounds Exhibits (N/A)																
A1.05	Prepare, Document, and Summarize all Existing Studies and Data (N/A)																
A1.06	Prepare and Submit Abbreviated Phase I Environmental Report (N/A)																
A1.07	Research, Document, Identify Utility Conflicts, and Engage Stakeholders		2	2	4	8	8		6	2							
A1.08	Prepare Preliminary Construction Schedule & Cost Estimate (N/A)																
Totals		0	6	3	7	12	15	4	10	6	\$ -	\$ 15,800	\$ -	\$ -	\$ 2,370	\$ 26,400	
B1. Preliminary Design Phase Services - 30% and 60% (60 calendar days)																	
B1.01	Conduct 3 Meetings, Site Visit, and Review Meetings	1	6	2	9	6	6	4		2	\$90						
B1.02	Perform Hydraulic and Hydrology Analysis and Prepare Summary Memo		4		20	4	8	4		2							
B1.03	Prepare 30% Civil Plans (Street, Utilities, Lift Station)		6		12	10	15	28	40	4							
B1.04	Address 30% Review Comments		2		4	2											
B1.05	Prepare 60% Civil Plans (Street, Drainage, Utilities, Lift Station)		8	6	12	20	24	40	60	4							
B1.06	Prepare and Submit 60% Opinion of Probable Construction Cost		2		4	2	2	4									
B1.07	Address 60% Review Comments		2		4	2		4									
B1.08	Utility and Pre-Permitting Agency Coordination		4		2	6	8			2							
B1.09	Perform QA/QC of All Deliverables		8		6			6									
B1.10	Project and Contract Management		4														
B1.11	Written Progress Estimates and Invoicing		2							4							
Totals		1	48	8	73	52	63	90	100	18	\$ 90	\$ -	\$ -	\$ -	\$ -	\$ 59,485	
B2. Final Design Phase Services - 90%, 100% (60 calendar days)																	
B2.01	Conduct 3 Meetings, Site Visit, and Review Meetings	2	6	1	9	6	6	6		2							
B2.02	Prepare 90% Civil Plans & Technical Specifications		8	4	20	24	40	54	80	8							
B2.03	Prepare Stormwater Pollution Prevention Plan		2		2	4	4		4	2							
B2.04	Prepare and Submit Opinions of Probable Construction Cost		2		2	4	2	4									
B2.05	Address 90% Review Comments		2		4	2		4									
B2.06	Provide 100% Sealed Deliverables for Bidding		4	1	12	8	6	12	6	4							
B2.07	Perform QA/QC of All Deliverables		8		10												
B2.08	Project and Contract Management		4														
B2.09	Written Progress Estimates and Invoicing		2							4							
Totals		2	38	6	59	48	58	80	90	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,040	
B3. Other Services - Permitting and Regulatory																	
B3.01	Prepare & Submit Permitting Information, Respond to Review Comments		4	2	6	8	20	8	10	4	\$120						
B3.02	Prepare & Submit TxDOT UIR Documentation		4		6	2	8		4	2							
Totals		0	8	2	12	10	28	8	14	6	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ 11,430	
C. Bid-Award-Execution Phase Services (45 calendar days)																	
C1.01	Conduct Pre-Bid Conference and Attend Bid Opening		4		2	8				2	\$50						
C1.02	Address Contractor Questions and Prepare Addenda		8		6	20	10		8	4							
C1.03	Prepare Bid Tabulation and Award Recommendation		2		4	1				3							
C1.04	Written Progress Estimates and Invoicing		2							2							
C1.05	Project Management		2														
Totals		0	18	0	12	29	10	0	8	11	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 12,450	
D. Construction Phase Services (5 months assumed)																	
D1.01	Conduct Pre-Construction Conference		3		4		4			2	\$25						
D1.02	Attend Construction Progress Meetings & Site Visits (10 total)		20		28		10			6	\$300						
D1.03	Prepare and Submit Site Visit Observation Reports (10 total)		5		6		5			2							
D1.04	Coordination with City Inspector		3		8		2			2							
D1.05	Review Contractor Submittals		4		12		18			12							
D1.06	Respond to Contractor Requests for Information		6		20		10		8	3							
D1.07	Review and Assist in Negotiation of Change Orders		8		10		8	4	4	2							
D1.08	Review Contractor Progress Payment Applications		4		8		4			2							
D1.09	Conduct Final Inspection and Prepare Punch List		4		4		8			2	\$25						
D1.10	Verify Punch List Items Complete				4		6			2							
D1.11	Project Management and Invoicing		8							5							
Totals		0	65	0	104	0	75	4	12	40	\$ 350.00	\$ -	\$ -	\$ -	\$ -	\$ 43,210	
E. Post-Construction Phase Services																	
E1.01	Prepare Record Drawings		2		2		8	2	16	2							
E1.02	Project Management and Invoicing		2							2							
Totals		0	4	0	2	0	8	2	16	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,010	
Total Projected Manhours		1	149	13	210	103	199	108	160	85							
Hourly Rate		\$270.00	\$175.00	\$175.00	\$170.00	\$150.00	\$115.00	\$125.00	\$90.00	\$90.00							
Total Estimated Cost		\$270.00	\$26,075.00	\$2,275.00	\$35,700.00	\$15,450.00	\$22,885.00	\$13,500.00	\$14,400.00	\$7,650.00	\$ 610	\$ 15,800	\$ -	\$ -	\$ 2,370	\$ 209,025	



2022 SCHEDULE OF HOURLY FEES

Principal	\$270.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Senior Urban Design Planner	\$215.00/hour
Urban Design Planner	\$185.00/hour
Development Services Manager	\$195.00/hour
Electrical Engineer	\$175.00/hour
Electrical Design Engineer	\$145.00/hour
Mechanical Engineer	\$185.00/hour
Senior Project Manager	\$230.00/hour
Project Manager	\$175.00/hour
Senior Project Engineer	\$170.00/hour
Project Engineer	\$150.00/hour
Senior Design Engineer	\$130.00/hour
Design Engineer	\$115.00/hour
Senior Project Architect	\$215.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$180.00/hour
Senior Engineering Technician	\$195.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Safety Manager	\$135.00/hour
Safety Specialist	\$100.00/hour
TCEQ Instructor	\$100.00/hour
Regulation Compliance Specialist	\$100.00/hour
Project Assistant	\$ 90.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$ 95.00/hour
Project Representative - After Hours	\$115.00/hour
Graphic Designer	\$ 75.00/hour
Administrative Assistant	\$ 75.00/hour
Secretary	\$ 55.00/hour
Three-Man Survey Crew	\$195.00/hour
Two-Man Survey Crew	\$165.00/hour
Senior Registered Surveyor	\$175.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

26 January 2023

Grayson Cox, P.E.
KSA Engineers, Inc.
4833 Spicewood Springs Road, Suite 204
Austin, Texas 78759

Re: **Proposal for Professional Land Surveying Services**
City of Leander – N East Street (Project No. _____)
Leander, Williamson County, Texas

Dear Grayson:

In Accordance with your email and our understanding of the above referenced project, Landesign Services, Inc. (LSI) is excited to present this cost proposal for Surveying Services for your review. We appreciate the opportunity to offer these services and look forward to working with your firm on this project, and in the future.

Refer to the Scope of Services and attached 'Exhibit B' for Project Limits

I. Scope of Services:

A. Right-of Way Retracement Survey:

This project consists of a right-of-way (boundary) retracement survey of the area shown in **RED** on Exhibit B.

LSI will determine and depict the existing Right-of-Way line of N East Street, using monumentation found in the field, harmonized with existing public records.

➤ **Deliverables:**

LSI will provide Client with one AutoCAD, Civil3D digital file of the existing right-of-way lines of N East Street.

B. Engineering Design Survey:

Unless noted otherwise under Scope of Services (above), LSI will prepare an engineering design survey of the existing right-of-way of N East Street from the intersection of RM 2243 to the centerline of the North Fork Brushy Creek, as shown in **RED** on Exhibit B. Survey will with Digital Terrain Model (DTM) showing 1' contours and all improvements.

Spot elevations, tops, toes, grade breaks, flowlines, and other ground features will be located. All trees measuring 10" and larger will be tagged measured and located. All roadway striping, improvements and visible utilities will be shown and labeled. Accessible manholes found on site will be detailed and labeled with pipe sizes, directions, and flowline elevations. Underground utilities will be located only if previously marked by others.

- LSI will provide Client with one AutoCAD, Civil3D digital file of the engineering design survey showing all improvements and 1' contours.

II. Schedule:

- A. Right-of Way Retracement Survey: Six (6) Weeks
- B. Engineering Design Survey: Six (6) Weeks

III. Fees:

A. Right-of Way Retracement Survey:

Right-of-Way Retracement	Lump Sum	\$ 7,300.00
	<u>Sales Tax</u>	<u>\$ 0.00</u>
	Total	\$ 7,300.00

B. Engineering Design Survey:

<i>ROW to ROW</i>	Total	\$ 8,500.00
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IV. Assumptions:

1. Documents will be signed/sealed and prepared under the supervision of a Registered Professional Land Surveyor licensed to practice in the State of Texas.
2. Vehicular and pedestrian access to the site is possible and granted. The Client or owner will provide Right of Entry to adjacent tracts if required.
3. Some trees may not be identifiable.
4. Sufficient monumentation to determine the boundary exists on the subject tract and/or the adjoining tracts. There are no encroachments, overlaps, or gores that would affect the boundary lines.
5. Substantial boundary conflicts/issues may be subject to additional fees. LSI will communicate any issues upon discovery and coordinate remedies with Client.
6. Client/Owner will furnish the current ownership information and title commitment (if applicable).
7. LSI will not certify the survey to unnamed parties.
8. The client or title company will furnish existing CAD files and survey information for the project.
9. The Client or owner grants permission to clear and/or cut small trees and brush.
10. Survey data will be based on the Texas State Plane Coordinate System, NAD83 – Central Zone; Vertical data will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid12B, unless specified otherwise.
11. Schedule is based on receipt of signed notice to proceed.
12. This proposal is valid for 14 days.

V. Special Conditions:

1. Any service not set forth above in Scope/Intent and Extent of Services shall be done only after Consultant and Client have executed an Agreement for the Provision of Limited Professional Services for such additional services.
2. The project is proposed to be completed by LSI on a Lump Sum Fee Basis. Additional services will be billed on a Time and Materials expended basis in accordance with the attached Rate Schedule (Exhibit "A"). The estimates contained in this cost proposal shall not be exceeded without your written consent.

Again, we appreciate this opportunity to provide our professional services on the referenced project. Should you find this cost proposal substantially acceptable, please contact us. We will then prepare a contract form for your execution in conformance with the proposal. Should you require additional information or clarification, please contact our office.

Sincerely,



Brandy Tabor
President

26 January 2023

Date

Exhibit "A"

2023 RATE SCHEDULE

Expert Witness	\$175.00 per hour
Registered Professional Land Surveyor	\$80.00 per hour
Surveying Technician	\$ 60.00 per hour
Four Person Field Crew	\$105.00 per hour
Three Person Field Crew	\$95.00 per hour
Two Person Field Crew	\$ 85.00 per hour
One Person Field Crew	\$ 80.00 per hour
Clerical	\$ 45.00 per hour
Delivery	\$ 35.00 per hour

Client will be charged for services provided on a time and material expended basis at the rates set above and for purchased services at the cost of such service plus 10%. Purchased services include reproduction and blueline printing; third party delivery service; document acquisition; telephone; travel and subsistence; miscellaneous fees; and contracted services.

Exhibit B



DESIGN SCOPE OF SERVICES

WW.49 East Street Utilities

January 17, 2023

City Stakeholders

Emily Truman -	City of Leander -	City Engineer
Sarvesh Dhakal -	City of Leander -	Asst. City Engineer
Gina Ellision -	City of Leander -	Public Works Director
Kenley Crowder -	City of Leander -	Public Works Asst. Director-Utilities
Michael Riley -	City of Leander -	Public Works Asst. Director-Streets & Drainage
Paul Carone -	City of Leander -	City Inspector
Tony Bettis -	City of Leander -	CIP Program Manager
Russell Alabastro -	City of Leander -	CIP Project Manager

Project Overview –

East Street exists today as a "dirt street" for only one (1) block between Evans Street and East Broade Street. This project will add water and wastewater lines and eliminate a very old wastewater lift station by gravity connection to the South Brushy Creek Interceptor. Since the utility work will damage the existing street, this project will repair and cap the existing dirt street with a two (2) lane asphalt roadway with open ditch drainage between East Broade Street and Evans Street. Previous plans to construct a curb and gutter street from RM 2243 to Hero Way, with a bridge across Brushy Creek, will be considered in the future. Right-Of-Way (ROW) for East Street was dedicated with the original 1882 Leander plat, and no further ROW is proposed at this time.

Project Plan –

The Owner is requesting engineering and investigative services to design fully comprehensive and biddable construction drawings and specifications for public solicitation, assist with bidding and contracting, and provide construction administration services through closeout.

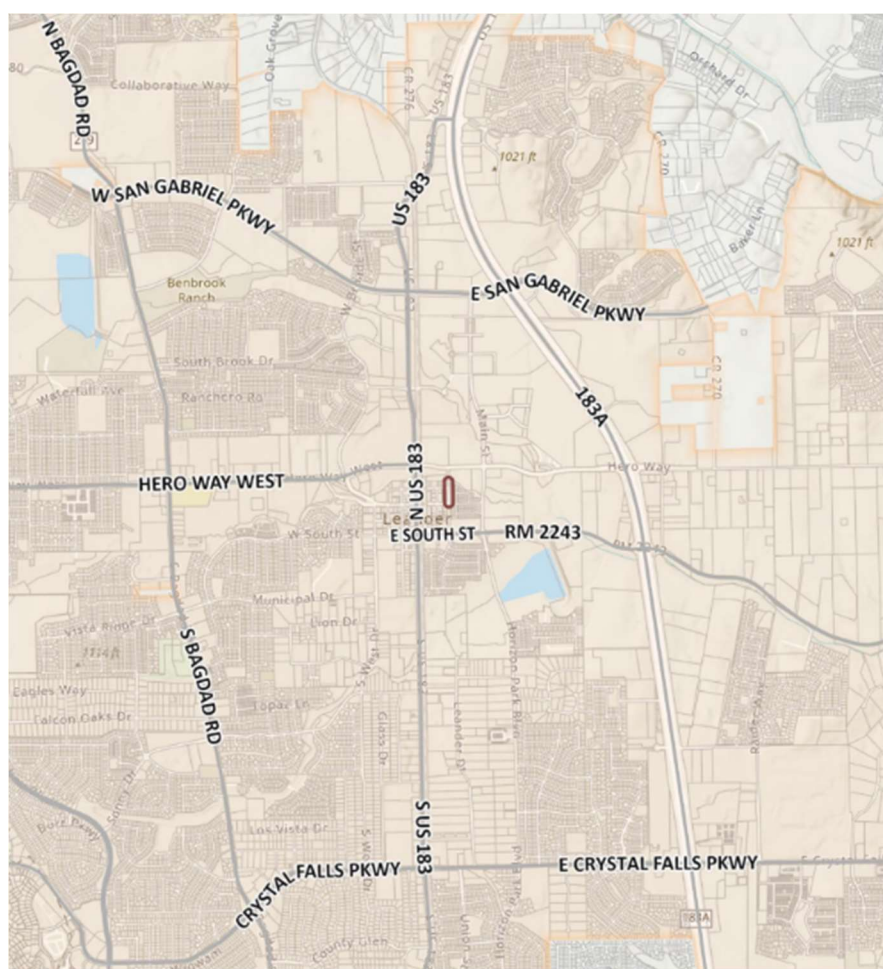
The improvements generally consist of constructing water and wastewater utilities, storm drainage, a new 38' wide (BOC-to-BOC) asphalt street including ~~curb and gutter~~, driveways, ~~sidewalks, landscaping, street lights~~, signage, pavement marking and barricades.

This project will provide modern, compliant utilities for the residents along East Street, as well as eliminate a very old, high maintenance lift station.

Deliverables –

- Construction drawings produced at the 30%, 60%, 90%, and 100% design stages.
- Project manual with all technical specifications necessary for the project at 90% and 100% design stages.
- City of Leander will provide front end bid documents, but Consultant shall provide bid form.
- Updated and refined itemized cost estimate at 60%, 90%, and 100% design stages.

- Design Phase schedule
- Estimated construction duration schedule
- City of Leander (City) CIP Commercial Permit, through City process
- TDLR – TAS review, coordination, and final approval
- Bid Phase Services – including bid form, scope statement, pre-bid agenda and notations, responses/answers to bidder design and technical questions, bid tabulation, etc.
- Construction Phase Services – including, but not limited to, pre-construction meeting attendance, progress meeting attendance with meeting notes, any needed site visits and design observations, review of construction management reports, schedules, status updates, submittals, payment applications, progress delays, and responses to RFI's, change requests, issues, design coordination, ASI's, substantial completion and final completion inspections, and closeout documents, including review of O&M documents, and converting As-Built drawings into Record drawings.



CIP Program

WW.49- East Street Utilities

Wastewater Projects

WW.49

Leander City Limits

Parcels (WCAD)



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

CITY OF LEANDER
PROFESSIONAL SERVICES AGREEMENT WITH
KSA ENGINEERS, INC.

STATE OF TEXAS

§
§

COUNTY OF WILLIAMSON§

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

WHEREAS, the OWNER has determined the need to undertake the following project WW.49 – East Street Utilities (the “PROJECT”); and

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

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

WHEREAS, the ENGINEER has agreed to provide professional engineering and related services for PROJECT, as is more fully set out in Task Order No. KSA-03 attached hereto as Exhibit “A” and Proposal for Professional Engineering Services provided by ENGINEER Exhibit “B”;

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

SECTION I
EMPLOYMENT OF THE ENGINEER
AND PERFORMANCE OF SERVICES

A. GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform the professional engineering and other professional services as stated in Exhibit “A” and in the Sections to follow; and, in rendering such services, the OWNER agrees to compensate the

ENGINEER as stated herein. ENGINEER shall report to OWNER'S designated representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Exhibit A, the terms of this AGREEMENT shall control.

B. GEOTECHNICAL LABORATORY SERVICES

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

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

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

The ENGINEER shall, in the scope of its work, perform the services described in Exhibit "A" which shall be attached hereto and incorporated herein for all purposes as the PROJECT. ENGINEER shall only commence the work described in Exhibit "A" and Exhibit "B" as authorized by the OWNER as described hereinafter. All work performed in connection with this AGREEMENT shall be performed in accordance with high professional standards, and within the time periods for the completion of the services required by this AGREEMENT. Once ENGINEER is authorized to perform services, ENGINEER shall commence the performance of the services within 10 days following authorization and shall diligently pursue the same to completion in a timely manner. If a time period for performance of the services is not set out herein, OWNER and ENGINEER may hereafter agree upon the time period for the completion of services in writing, which shall be attached to and become a part of and incorporated to this Agreement by reference.

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

All plans provided in connection with this AGREEMENT shall be certified by the ENGINEER as complying with all applicable Federal, State and local laws, and shall be signed and sealed by the ENGINEER. The plans, specifications and data provided by ENGINEER shall

be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the OWNER and ENGINEER. All subconsultants that perform a component of the design services required under this AGREEMENT, shall similarly prepare a plan showing their portion of the design work, as appropriate, which is similarly certified to, signed and sealed by the subconsultant.

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

SECTION III CHANGES IN WORK SCOPE

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

SECTION IV ADDITIONAL SERVICES OF THE ENGINEER

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

SECTION V THE OWNER'S RESPONSIBILITIES

The OWNER will:

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

SECTION VI PAYMENTS TO THE ENGINEER

- A. OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:
 - 1. Basic Services: The total fee for all tasks identified in Exhibit "A" shall not exceed the amount set out in Exhibit "A" ("Basic Services Fee"). Unless otherwise agreed to by the parties in writing, reimbursable expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed amount for such reimbursable expenses and that such expenses shall be invoiced at direct cost with no overhead mark-up.
 - 2. Additional Services: Compensation will be charged based on the actual hours expended by ENGINEER'S personnel and billed at ENGINEER'S Standard Hourly Rates identified in Exhibit "B" and attachments thereto.

B. METHOD OF PAYMENT

1. Payments on account of ENGINEER'S work on the PROJECT shall be made to ENGINEER within 30 days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.
2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, as amended, unless delay in payment is due to the fault of ENGINEER including improper, contested or inadequate billing procedures followed by the ENGINEER, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.
3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ENGINEER'S risk and OWNER is not obligated to pay such billings or expenses. ENGINEER shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.
4. For all services rendered, ENGINEER'S payment to subconsultants is due within ten calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.
5. Cost of services furnished by subcontractors or subconsultants on shall be reimbursed at invoice cost plus 15% unless otherwise agreed to by the parties in writing.

SECTION VII TERMINATION AND DEFAULT

The OWNER shall have the right to terminate this AGREEMENT at any time after thirty (30) days notice to the ENGINEER. OWNER shall pay the ENGINEER for services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all work and documents prepared to that point. Payment to the ENGINEER of lump-sum not-to-exceed amounts shall be proportional to services performed to the date of termination.

In the event OWNER, through no fault of ENGINEER, fails to perform one or more of its obligations under the terms of this Agreement, ENGINEER shall provide OWNER with written

notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) days. If OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ENGINEER shall have the right, as its exclusive remedy, to terminate this Agreement, in which event OWNER shall be liable to ENGINEER for all services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER of lump sum not to exceed amounts shall be proportional to services performed to the date of termination.

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

SECTION VIII SUCCESSOR AND ASSIGNS

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

SECTION IX OWNERSHIP AND USE OF DOCUMENTS

The ENGINEER agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products, including electronic files and raw data, which prepared under or pursuant to this AGREEMENT (the "Work Product") are subject to the rights of the OWNER in effect on the

date of execution of this AGREEMENT. These rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so, and to use such items in connection with the PROJECT and any subsequent alterations thereto. Upon completion or termination of this Agreement, the ENGINEER shall deliver all Work Product to the OWNER, and all Work Product shall otherwise be made available, upon request, to the OWNER without restriction or limitation on the further use of such materials, provided, however, that such materials are not intended or represented to be suitable for reuse by the OWNER or others. Any reuse without prior verification or adaptation by the ENGINEER for the specific purpose intended will be at the OWNER's sole risk and without liability to the ENGINEER.

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

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

SECTION X ENGINEER'S RESPONSIBILITY AND LIABILITY

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

The ENGINEER further agrees to correct programs or documents or re-execute services as may be required due to the ENGINEER'S development of programs or documents which are found to be in error or contain defects or omissions at no additional cost to the OWNER.

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

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

SECTION XI PERIOD OF SERVICE

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

SECTION XII MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

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

SECTION XIII VENUE

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

SECTION XIV

INSURANCE REQUIREMENTS; INDEMNIFICATION

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

1. Workers Compensation Insurance: The ENGINEER shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the ENGINEER's employees carrying out the work involved in this Agreement.
2. Commercial General Liability with a combined single limit of \$1,000,000 per occurrence for coverages A&B including products/completed operations, where appropriate, with a separate aggregate of \$1,000,000. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
 - b. Independent Contractors coverage.
 - c. OWNER listed as an additional insured, endorsement CG 2010.
 - d. Thirty (30) day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.
 - e. Waiver of Transfer of Rights of Recovery Against Others in favor of the OWNER, endorsement CG 2404.
3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$500,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$500,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the OWNER:
 - a. Waiver of Subrogation endorsement TE 2046A.
 - b. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
 - c. Additional Insured, endorsement TE 9901B.
4. Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the ENGINEER, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the ENGINEER continuing to furnish the OWNER certificates of insurance.

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

General Requirements

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

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

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

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

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

Certificate of Insurance and all endorsements shall read:

City of Leander
105 N. Brushy
Leander, TX 78646
Attn: City Manager

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

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

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

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

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

ENGINEER shall indemnify, defend and hold harmless the OWNER and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by ENGINEER or ENGINEER's agent, consultant under contract, or another entity over which ENGINEER exercises control (whether active or passive) of ENGINEER or its employees, agents or sub-contractors (collectively referred to as "ENGINEER") (ii) the failure of ENGINEER to comply with any of the paragraphs herein or the failure of ENGINEER to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. ENGINEER expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of ENGINEER, or any of its sub-contractors, as provided above, for which ENGINEER's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require ENGINEER to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of ENGINEER in performing Services under this Agreement.

For Professional Liability Claims, ENGINEER shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that ENGINEER or ENGINEER's agents are found negligent or otherwise at fault. As used in

this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

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

SECTION XV POLLUTANTS AND HAZARDOUS WASTES

It is understood and agreed by both parties that ENGINEER has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") present at the PROJECT as of commencement of the work on the PROJECT ("Preexisting Hazardous Conditions"), if any, and ENGINEER'S compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Conditions. The parties agree that in performing the services required by the PROJECT and this AGREEMENT, ENGINEER does not take possession or control of the subject site and is not therefore responsible for the existence of any pollutant present on or migrating from the site, except for any Hazardous Conditions introduced, caused or created by ENGINEER or its representatives or subcontractors. ENGINEER shall have no responsibility for any Preexisting Hazardous Condition during clean-up, transportation, storage or disposal activities related to those Pre-existing Hazardous Conditions, provided that ENGINEER has not acted in a way that has exacerbated any such Preexisting Hazardous Condition or increased the cost of or difficulty of removing such Preexisting Hazardous Condition and remediating the site. ENGINEER and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI COMPLIANCE WITH ALL LAWS

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

SECTION XVII CERTIFICATION OF ENGINEER

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

A. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the OWNER or, (2) an

OWNER official, in connection with carrying out the work to be performed under this AGREEMENT.

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

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

SECTION XVIII ADDITIONAL PROVISIONS

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

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

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

SECTION XIX MISCELLANEOUS

A. INDEPENDENT CONTRACTOR.

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

B. WAIVER.

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

violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

C. NON-COLLUSION.

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

D. FORCE MAJEURE

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

E. RELATIONSHIP OF PARTIES

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

E. SEVERABILITY

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

F. CONSTRUCTION OF AGREEMENT; GOVERNING LAW

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

G. ARBITRATION

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

H. ENGINEER'S PROJECT PURCHASES

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

I. FULL AND FINAL AGREEMENT

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

J. NOTICE

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

until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

K. STATUTORY VERIFICATIONS

1. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the ENGINEER represents that neither the ENGINEER nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

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

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

4. The ENGINEER hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association

based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

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

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

OWNER: City of Leander

By: _____
Christine DeLisle, Mayor

Address for Notice:

Mailing address:

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

ENGINEER

KSA Engineers, Inc.

Name: Joncie H. Young, P.E.
Title: Director of Client Services

By:  _____

Address for Notice:

4833 Spicewood Springs Rd.
Suite 204
Austin, TX 78759

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

Exhibit "A" -- Scope of Work; Basic Services Fee; Time for Completion; ("PROJECT")
Exhibit "B" -- Proposal For Professional Engineering Services and attachments:
B1 -Manhour Projection and Fee Calculation
B2- 2022 Schedule of Hourly Fees
B3- Landesign Services Fee Proposal
B4- WW.49 Design RFP for East Street Utilities

EXHIBIT A
Task Order Number KSA-03

EXHIBIT B

Proposal for Professional Engineering Services

Attachments thereto:

- B1 Manhour Projection and Fee Calculation
- B2 2022 Schedule of Hourly Fees
- B3 Landesign Services Fee Proposal
- B4 WW.49 Design RFP for East Street Utilities



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Approval of Amendment No. 6 to a Professional Services Agreement with BGE, Inc. under Task Order BGE-1, to provide on-site engineering support and assist in plan review in the amount of \$78,000.00 for a new agreement total of \$555,500.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Due to the continued need for Engineering Staff, and lack of suitable candidates, Staff reached out to BGE, Inc. for engineering support in August 2021. BGE provided a proposal to supplement City staff by providing engineering support at our location to assist in reviewing plan submissions. The proposal in the amount of \$47,750.00, and the subsequent five (5) amendments, have since expired. The Engineering Department currently has vacancies for additional engineers on staff.

BGE has submitted Amendment 6 to Task Order BGE-1 in a not-to-exceed amount of \$78,000.00 to continue to provide staffing support for engineering plan reviews for the remainder of this budget year. Funding for this contract comes from unspent salaries due to vacancies in the department.

HISTORY/TIMELINE:

08/11/2021 - City Manager approved Task Order BGE-1 in the amount of \$47,750.00
11/18/2021 - Council approved Amendment 1 in the amount of \$47,750.00
02/07/2022 - Council approved Amendment 2 in the amount of \$95,500.00
05/19/2022 - Council approved Amendment 3 in the amount of \$95,500.00
08/04/2022 - Council approved Amendment 4 in the amount of \$95,500.00
12/15/2022 - Council approved Amendment 5 in the amount of \$95,500.00

RECOMMENDATION:

Staff recommends approval of Amendment 6 to Task Order BGE-1, increasing the budget by \$78,000.00, and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Emily D. Truman, PE, CFM, PMP, City Engineer

Fiscal Impact

<u>Amount requested:</u>	78,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Contract Labor 01-22-5600

Attachments

1. Amendment 6 to BGE-1

TASK ORDER FOR PROFESSIONAL SERVICES

Amendment 6 to TASK ORDER BGE-1

This Task Order is issued pursuant to that Professional Services Agreement (Agreement) between the City of Leander, Texas (Owner) and BGE, Inc. (Engineer) effective 8/11/2021 and constitutes authorization by Owner, for Engineer to proceed with the following described 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 an on-call capacity. Professional services may include reviewing submittals for compliance with City codes and criteria; researching, analyzing, and providing technical recommendations; planning; generating plans, specifications and estimates; and providing general consulting services in the areas identified herein.

B. SCOPE OF SERVICES

BGE Inc. will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

BGE Inc. will provide deliverables as described in the attached 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 Hourly Rate Table. We propose to perform this work on an hourly basis not to exceed \$78,000.00 without prior authorization. City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

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

BGE Inc. will begin work as soon as authorized and as services are requested.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title: City Manager

Attest _____

Date _____

ACCEPTED:

BGE, INC.

By Brian D. Rice

Title Director

Attest Brittany Johnson

Date 4 / 25 / 2023

TASK ORDER NO. _____

Page 2 of 4

SCOPE OF SERVICES

BGE, Inc. (BGE) will provide staff to support the City of Leander (City) with general engineering services. Specific tasks will include, but are not limited to, the following:

- Review of plat, site development and site plan applications for residential and commercial development to verify compliance 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 memorandums and reports to support requests by the City Engineer;
- Consulting services for the planning, analysis, design or construction administration services of public infrastructure projects.

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 screens, 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 BGE North Austin office.

COMPENSATION

The hourly fee schedule is provided below. All compensation will be on an hourly, not to exceed, basis in accordance with the terms of the Professional Services Agreement.

Professional Staff	Hourly Bill Rate	Example Staff
ENG I (EIT I)	\$105	Layne Perry
ENG II (EIT II)	\$120	Daniel Lacour
ENG III (EIT III)	\$130	Lizzie Wilson
Sr. Engineering Technician	\$135	Shana Dollery
ENG IV (Project Engineer I)	\$145	Brittany Johs-Gori, Niki Lambrou
ENG V (Project Engineer II)	\$160	Thomas Pharr, Ted Schneider
ENG VI (Sr. Engineer I)	\$180	Eren Ulusoy,
ENG VI (Sr. Engineer II, PM)	\$220	Greg Calkins, Shawn Spivey
ENG VII (Sr. Engineer III, Sr. PM)	\$240	Francisco Arce, John Colquhoun
ENG VIII (Principal / Director)	\$260	Roman Grijalva, Brian Rice

Note: Billing Rates are subject to adjustments annually in January of each year.



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Approval of a Professional Services Proposal under S23-011 with Ardurra Group, Inc. for Owner's Representative Services related to procurement for the Advanced Metering Infrastructure (AMI) system in the amount of \$886,818.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Advanced Metering Infrastructure (AMI) System provides numerous benefits to the water utilities and billing process. AMI improves a utility's ability to collect frequent and accurate water usage data which will improve billing, leak detection, and water supply management.

Currently, the City of Leander uses a combination of Automated Meter Reading (AMR) and manual reading methods to collect water meter data for billing purposes. AMR is a drive-by data collection method and manual reading is where an individual physically reads each water meter. Both of these methods are time-consuming and do not provide real-time data information about water usage and water distribution system operations.

In addition to the current meter reading techniques, the City has a variety of different meters made by numerous manufacturers that make the reading and maintenance of the system a challenge. It should be noted that the City standard currently is to purchase Neptune meters exclusively.

The City of Leander is now looking to replace older water meters and meters not compatible with AMI antennas, and with AMI meters which will provide remote collection of water use data in real-time. This supports more accurate billing, provides customers with detailed information about water consumption enabling them to have better control and understanding of their water usage; but more importantly, also allows City staff to quickly identify excessive water use that could be the result of leaks in the system.

The Ardurra and Atlas team brings an aggregate of thirty (30+) plus years of experience in AMI programs and Meter to Billing operations. Team members have directed programs as utility leaders in Houston and consulted on more than 20 Meter to Billing projects. Their knowledge of the market is extensive, bringing team members who have been on the Austin Water AMI project for the last five (5) years. The programs highlighted by the Ardurra and Atlas team are City of Pearland, Austin Water, City of Allen, and San Antonio Water System. Ardurra has committed experienced Texas-based professional to assist the City of Leander through the entire process.

This proposal from Ardurra will be the first step in preparing a single Request for Proposal (RFP) for the design and installation of an AMI system. Ardurra will collect needed data from the City and then assist with selecting the most qualified contractor that meets the needs specific to Leander. The tasks include program development, procurement and owner support during implementation. This project is estimated to take eighteen (18) months to twenty-four (24) months to complete.

RECOMMENDATION:

Staff recommends and respectfully requests authorizing the approval of the Professional Services Proposal for the Owner's Representative Services from Ardurra Group, Inc. for the Advanced Metering Infrastructure (AMI) system procurement and implementation in the amount of \$886,818.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Fiscal Impact

Amount requested: \$886,818.00
Approved in current budget (Yes / No): Yes
Expenditure (New / Amended): New
Recurring or one-time: One-Time
Fund source (Operating / Utility / etc.): 68-01-8657 Fed Grant Fund

Attachments

1. AMI Contract Package



April 4, 2023

Dan Grimsbo
Executive Director of Infrastructure
City of Leander - Engineering
201 N. Brushy Street
Leander, Texas 78641

RE: Leander AMI Owner's Representative Services Contract Scope and Fee

Dear Mr. Grimsbo,

Please accept this letter and associated attachments as our scope of services and fee to provide the City with Owner's Representative Services for AMI procurement and implementation. The submittal includes Scope of Services, Fee Breakdown, and Hourly Rate Schedule. The justification of the overall fee is based on 6-8% of the estimated AMI program cost using the latest market information available.

If you have any questions regarding this project, please contact me at the contact information below.

Respectfully,

Hector E. Pena, P.E.
Project Manager
Ardurra Group, Inc.
hpena@ardurra.com
(512) 381-8333

Attachments: Scope, Fee Breakdown, and Hourly Rate Schedule,

Cc:



Task Order No. 1

Detailed Scope of Services

March 31, 2023
Scope of Services
For
Owner's Representative Services
For
Advanced Metering Infrastructure (AMI) Procurement Assistance

The Engineer will execute tasks necessary to perform Owner's Representative duties and responsibilities for planning and development activities related to the procurement assistance for the Advanced Metering Infrastructure (AMI) system for the City of Leander. Here are a couple of unique considerations for AMI:

- AMI procurement and deployment is unique
 - Multi-discipline contract (not just typical construction)
 - Proprietary network design (performance-based outcomes)
 - Harsh environment and distributed assets (protective language around failures)
 - Unqualified low-cost vendors can be a threat (minimum qualifications)
 - 20-year life and high switching cost (vendor roadmap and R&D)
- These unique aspects can be addressed by the procurement approach
- Selection should not be based on low cost
 - Vendors appreciate transparency and time to produce quality proposals
 - Demonstration of software and interviews of project team are important
 - Reference checks are key part of process, we will assist with developing a script

The tasks associated with these engineering services are separated into the following services and tasks:

1. PROGRAM DEVELOPMENT

1.1. ADVANCED METERING INFRASTRUCTURE (AMI) ASSISTANCE

The City of Leander desires to undertake the engineering and procurement process for a fixed base Advanced Metering Infrastructure (AMI) water meter and metering reading system. The process is intended to achieve an AMI metering and reading structure that will primarily reduce water loss, increase metering efficiency, improve customer service, and provide more water use data that will ultimately be connected to an overall real time water system infrastructure. The engineering tasks for this work include the following:



Task Order No. 1

Detailed Scope of Services

1.1.1. Conduct a kick-off meeting with city staff (Capital Improvement Program (CIP), IT & Integration, Utility Billing & Collections, Customer Service, Engineering & Planning, Community Engagement (Water Conservation & Public Relations), Utility Operations (Metering & Distribution Operations), and procurement, and other Related City departments) and receive relevant input to identify goals and objectives. Conduct meetings with each business unit to review and get concurrence for the Strategy, goals, and objectives.

1.1.2. Work with city staff to identify the inventory and survey of existing meter installations and identify all meters desired to be replaced under the AMI program. Receive input and identify the City communications network that can be utilized or upgraded for the purpose of AMI.

1.1.3. Request for Expression of Interest

Work with City staff to develop a 3-page Request for Expression of Interest (RFEI) that establishes the goals and objectives of the AMI program. Utilize RFEI to research viable vendors and gather feedback for the development of RFP.

1.1.4. Review and answer all RFIs related to Leander's AMI project, with respect to RFEI process.

1.1.5. Evaluate the requirements for integration of selected AMI system with the City's existing billing software as well as integration into other systems such as SCADA for major water meters and in-system meters.

1.2 Refine AMI Strategy Objectives

1.3 Refine Operational, Financial, Technical Requirements

1.4 Refine Program Implementation Plan

2 PROCUREMENT

2.1 Prepare a single RFP for the AMI system in accordance with Williamson County procurement rules and regulations for eligibility with the ARPA program. RFP will include furnishing standard meter types, layouts, communication systems, software, training tech support, and all other items for turnkey installation. The City is responsible for providing the standard terms and conditions and Ardurra will provide the background, priorities, objectives, and technical performance criteria.

Technical Proposal Requirements which include:

- Responsibilities of Williamson County
- Responsibilities of the Selected AMI Proposer,
- General Proposal Requirements,



Task Order No. 1

Detailed Scope of Services

- Response format, Overall System Characteristics,
- Meters,
- Endpoint,
- Collectors,
- Repeaters and Other Communication Equipment,
- Mobile Collection Systems,
- Radio Licenses,
- Portable Field Test Units (PFTU),
- Head End System – AMI Control Computer,
- System Software,
- End to End Security,
- Customer Web Portal,
- Training,
- AMI Systems Support,
- Installation,
- Field Installation Procedures,
- Field Deployment Software,
- Installation Work Plan,
- Installation Scheduling,
- Payment for installation
- Warranties.

Our team will provide the above technical specifications. City of Leander will provide standard contracting language (Schedule, Payments, forms, etc.) proceeding the technical specifications.

2.2 Assist the City during the proposal period and issue addenda if necessary.

2.3 Assist the City in reviewing and recommending award to the best possible candidate. Develop grading criteria, be a grader, compile grades. Provide the City with a recommendation.

2.4 Proposal Evaluation

2.5 Contract Scope of Work and Contract Negotiation

3 OWNER ADVISOR SUPPORT DURING INSTALLATION

The Project team will represent the city during installation by managing the turnkey system's implementation planning, installation, and testing. The following implementation elements will be developed by the vendor with the project team providing owner's representative services:

3.1 Review and approve the project quality assurance plan.

3.2 Review and approve the project's communication plan for internal and external stakeholders.



Task Order No. 1

Detailed Scope of Services

- 3.3 Review and approve the implementation project plan and schedule.
- 3.4 Review, approve, and monitor the testing and route acceptance plan – T&M, NTE
- 3.5 Review, approve, and monitor the systems integration and business application architecture, and testing plan – T&M, NTE
- 3.6 Review, approve, and monitor the Network Architecture plan and hardware installation – T&M, NTE
- 3.7 Review, approve, and monitor the metering (metrology and MIU) assembly installation procedures – T&M, NTE
- 3.8 Review, approve, and monitor the customer Portal Installation plan – T&M, NTE
- 3.9 Review, approve, and monitor the organizational Change Management plan. This includes job description requirements, training, and key performance indicators – T&M, NTE
- 3.10 Provide project closeout oversight – T&M, NTE
- 3.11 Implementation Contingency – Allowance – T&M, NTE

4 PROJECT MANAGEMENT SERVICES

Project management services for the City of Leander will occur during the Program Development, the Procurement, and the Owner Advisor Support during installation Phases of the project. Project Management Services include the following:

- 4.1 Coordinate with staff and project personnel to complete project tasks and meet project objectives;
- 4.2 Engineer will conduct monthly progress meetings throughout the project with City staff to review work completed to date, project schedule, and other issues. Engineer will provide appropriate and necessary documentation;
- 4.3 Coordinate and lead/conduct project workshops needed throughout the course of the project and prepare agendas, materials, exhibits or coordinate production of same as necessary to execute required tasks;
- 4.4 Develop and maintain a project schedule with detailed milestones;
- 4.5 Generate monthly status reports and preparation of invoices to be submitted together for review and approval;



Task Order No. 1

Detailed Scope of Services

4.6 Provide quality control reviews and technical reviews of all evaluations and recommendations, technical memoranda, and reports, and;

4.7 Work with City Project Manager (and other designated City personnel) to coordinate City reviews of work products. Work with internal project team to document and incorporate City comments.

5 FINANCIAL SUPPORT WITH ARPA COMPLIANCE

5.1 Coordination with Williamson County and the ARPA program for obtaining approvals and exceptions specific to the AMI project.

DRAFT



A. TABLE A-1
TO AGREEMENT BETWEEN ENGINEER AND OWNER FOR PROFESSIONAL SERVICES
FOR
CITY OF LEANDER
OWNERS REPRESENTATIVE SERVICES
ADVANCED METERING INFRASTRUCTURE (AMI) PROCUREMENT ASSISTANCE

SUMMARY OF SERVICES AND FEES

TASK NO.	TASK DESCRIPTION	PAYMENT TYPE	FEE AMOUNTS
1	Program Development	LS	\$ 149,468
2	Procurement	LS	\$ 69,555
3.1-3.3	Owner Advisor Support During Installation	LS	\$ 55,281
3.4	Review, approve, and monitor the testing and route acceptance plan.	T&M, NTE	\$ 18,269
3.5	Review, approve, and monitor the systems integration and business application architecture, and testing plan.	T&M, NTE	\$ 19,078
3.6	Review, approve, and monitor the Network Architecture plan and hardware installation.	T&M, NTE	\$ 19,151
3.7	Review, approve, and monitor the metering (metrology and MIU) assembly installation procedures	T&M, NTE	\$ 19,142
3.8	Review, approve, and monitor the customer Portal Installation plan.	T&M, NTE	\$ 20,055
3.9	Review, approve, and monitor the organizational Change Management plan. This includes job description requirements, training, and key performance indicators.	T&M, NTE	\$ 19,210
3.10	Provide project closeout oversight	T&M, NTE	\$ 118,062
3.11	Implementation Contingency - Allowance	T&M, NTE	\$ 104,763
4	Project Management Services	LS	\$ 234,513
5	Financial Support with ARPA Compliance	LS	\$ 40,268
Total		LS	\$ 886,816

LS – Lump Sum

T&M, NTE – Time and Material, Not to Exceed

Task Order No. 1

Detailed Scope of Services



TABLE A-2
TO AGREEMENT BETWEEN ENGINEER AND OWNER
FOR
PROFESSIONAL SERVICES
FOR
CITY OF LEANDER
OWNERS REPRESENTATIVE SERVICES
ADVANCED METERING INFRASTRUCTURE (AMI) PROCUREMENT ASSISTANCE

HOURLY LABOR RATES

See Attached Rate Schedule



SCHEDULE OF HOURLY CHARGES

BY PERSONNEL CLASSIFICATION

2023

The per diem and miscellaneous expense charges for Engineering, Architecture, Drafting, Surveying, and Planning Services are based on the following hourly rates:

Engineering, Planning:

Principal	\$305.00/hr.
Senior Project Manager II	\$263.00/hr.
Senior Project Manager I	\$257.00/hr.
Project Manager III	\$242.00/hr.
Project Manager II	\$237.00/hr.
Project Manager I	\$232.00/hr.
Senior Engineer II	\$226.00/hr.
Senior Engineer I	\$221.00/hr.
Project Engineer IV	\$216.00/hr.
Project Engineer II	\$205.00/hr.
Project Engineer I	\$184.00/hr.
Project Architect III	\$210.00/hr.
Project Architect I	\$184.00/hr.
Engineer IV	\$168.00/hr.
Engineer III	\$158.00/hr.
Engineer II	\$142.00/hr.
Engineer I	\$132.00/hr.
Senior Designer II	\$163.00/hr.



Senior Designer I	\$145.00/hr.
Designer III	\$140.00/hr.
Designer II	\$135.00/hr.
Designer I	\$137.00/hr.
Senior CADD Technician II	\$132.00/hr.
Senior CADD Technician I	\$126.00/hr.
CADD Technician III	\$116.00/hr.
CADD Technician II	\$110.00/hr.
CADD Technician I	\$105.00/hr.
Professional Geoscientist	\$158.00/hr.
Environmental Scientist	\$131.00/hr.
Construction Observer IV	\$173.00/hr.
Construction Observer III	\$137.00/hr.
Construction Observer II	\$126.00/hr.
Construction Observer I	\$116.00/hr.
Clerical III	\$111.00/hr.
Clerical II	\$100.00/hr.
Clerical I	\$ 79.00/hr.

Survey:

Director of Survey Parties	\$168.00/hr.
Field Crew (3-Man)	\$268.00/hr.
Field Crew (2-Man)	\$210.00/hr.

Reproduction work - Prevailing commercial rates; Milage – current IRS rate per mile; Per diem – current IRS rate; Subcontractors, Consultants, etc. - Cost plus 10%. All other expenses - Cost plus 10%.

Charges are due and payable within thirty (30) days after receipt of the invoice. Late payment may be charged an interest rate of 1.5% per month of the unpaid balance.

Man-hour & Fee Breakdown																
STAFF CATEGORIES											Ardurra	Subconsultant		Admin Fee	Total Fee	
Staff Classification				Principal	Sr Proj Mgr II	Sr Proj Mgr I	Proj Eng II	Engineer IV	Engineer II	Sr Designer II		ATLAS	% Markup			
Original Billing Rate 2023				\$305.00	\$263.00	\$257.00	\$205.00	\$168.00	\$142.00	\$163.00						
Total Hours				4	348	240	283	788	984	19	\$ 511,378	\$ 340,918	10%	\$ 34,092	\$ 886,388	
Basic Services																
1.0																
				Program Development	0	55	90	0	111	170	19	\$ 85,984	\$ 57,323	10%	\$ 5,732	\$ 149,040
	1.1			Advanced Metering Infrastructure (AMI) Assistance										10%	\$ -	
		1.1.1		Conduct a kick-off meeting with city staff (Capital Improvement Program (CIP), IT & Integration, Utility Billing & Collections, Customer Service, Engineering & Planning, Community Engagement (Water Conservation & Public Relations), Utility Operations (Metering & Distribution Operations), and procurement, and other Related City departments) and receive relevant input from identifying goals and objectives. Conduct two meetings with each business unit to review and get concurrence for the Strategy, goals, and dreams. Conduct monthly Steering Committee updates at least bi-weekly until the	0	9	14	0	8	34	19	\$ 15,691	\$ 10,461	10%	\$ 1,046	\$ 27,198
		1.1.2		Work with city staff to identify the inventory and survey of existing meter installations and identify all meters desired to be replaced under the AMI program. Receive input and identify the existing City communications network that can be utilized or upgraded for the purpose of AMI.	0	9	14	0	28	34	0	\$ 15,962	\$ 10,641	10%	\$ 1,064	\$ 27,667
		1.1.3		Request for Expression of Interest (RFEI)										10%	\$ -	
		1.1.4	1.1.3.1	Draft RFI questions	0	9	14	0	0	0	0	\$ 6,144	\$ 4,096	10%	\$ 410	\$ 10,650
	1.2			Review and answer all RFI's related to Leander's AMI project	0	9	14	0	19	24	0	\$ 12,942	\$ 8,628	10%	\$ 863	\$ 22,433
	1.3			AMI Strategy Objectives	0	9	12	0	19	24	0	\$ 12,413	\$ 8,275	10%	\$ 828	\$ 21,515
	1.4			Operational, Financial, Technical Requirements	0	5	12	0	22	24	0	\$ 11,848	\$ 7,899	10%	\$ 790	\$ 20,537
				Program Implementation Plan	0	5	10	0	15	30	0	\$ 10,985	\$ 7,323	10%	\$ 732	\$ 19,041
2.0				Procurement	4	33	0	0	80	110	0	\$ 40,128	\$ 26,752	10%	\$ 2,675	\$ 69,555
	2.1			Prepare a single RFP for the AMI system in accordance with Williamson County procurement rules and regulations for eligibility with the ARPA program. RFP will include furnishing standard meter types, layouts, communication systems, software, training tech support, and all other items for turnkey installation. The City is responsible for providing the standard terms and conditions and Ardurra will provide the background, priorities, objectives, and technical performance criteria.	0	5	0	0	15	20	0	\$ 6,875	\$ 4,584	10%	\$ 458	\$ 11,917
	2.2			Assist the City during the proposal period and issue addenda if necessary.	0	5	0	0	20	20	0	\$ 7,740	\$ 5,160	10%	\$ 516	\$ 13,417
	2.3			Assist the City in reviewing and recommending award to the best possible candidate. Develop grading criteria, be a grader, compile grades. Provide the City with a recommendation.	0	5	0	0	15	30	0	\$ 8,338	\$ 5,559	10%	\$ 556	\$ 14,452
	2.4			Proposal Evaluation	4	10	0	0	15	20	0	\$ 9,486	\$ 6,324	10%	\$ 632	\$ 16,443
	2.5			Contract Scope of Work and Contract Negotiation	0	8	0	0	15	20	0	\$ 7,688	\$ 5,125	10%	\$ 513	\$ 13,326
3.0				Owner Advisor Support Durring Installation	0	210	113	283	247	256	0	\$ 226,738	\$ 151,159	10%	\$ 15,116	\$ 393,013
	3.1			Review and approve the project quality plan	0	5	0	20	15	20	0	\$ 11,098	\$ 7,399	10%	\$ 740	\$ 19,237
	3.2			Review and approve the project's communication plan for internal and external stakeholders	0	5	0	15	16	20	0	\$ 10,216	\$ 6,810	10%	\$ 681	\$ 17,707
	3.3			Review and approve the implementation project plan and schedule	0	5	0	20	12	20	0	\$ 10,579	\$ 7,053	10%	\$ 705	\$ 18,337
	3.4*			Review, approve, and monitor the testing and route acceptance plan	0	5	0	20	16	15	0	\$ 10,540	\$ 7,027	10%	\$ 703	\$ 18,269
	3.5*			Review, approve, and monitor the systems integration and business application architecture, and testign plan	0	5	0	19	14	22	0	\$ 11,007	\$ 7,338	10%	\$ 734	\$ 19,078
	3.6*			Review, approve, and montor the Network Architecture plan and hardware installation	0	5	0	18	18	19	0	\$ 11,049	\$ 7,366	10%	\$ 737	\$ 19,151
	3.7*			Review, approve, and monitor the metering (meterology and MIU) assembly installation procedures	0	5	0	21	16	17	0	\$ 11,044	\$ 7,362	10%	\$ 736	\$ 19,142
	3.8*			Review, approve, and monitor the customer Portal installation plan	0	5	0	24	12	21	0	\$ 11,570	\$ 7,713	10%	\$ 771	\$ 20,055
	3.9*			Review, approve, and monitor the organizational Change Management plan. This includes job description requirements, training, and key performance indicators.	0	5	0	21	12	22	0	\$ 11,083	\$ 7,389	10%	\$ 739	\$ 19,210
	3.10*			Provide project closeout oversight	0	120	113	0	16	20	0	\$ 68,113	\$ 45,409	10%	\$ 4,541	\$ 118,062
	3.11*			Implementation Contingency - Allowance	0	45	0	105	100	60	0	\$ 60,440	\$ 40,294	10%	\$ 4,029	\$ 104,763

STAFF CATEGORIES					Civil and PM							Ardurra	Subconsultant		Admin Fee	Total Fee
Staff Classification					Principal	Sr Proj Mgr II	Sr Proj Mgr I	Proj Eng II	Engineer IV	Engineer II	Sr Designer II		ATLAS	% Markup		
Original Billing Rate 2023					\$305.00	\$263.00	\$257.00	\$205.00	\$168.00	\$142.00	\$163.00					
Total Hours					4	348	240	283	788	984	19	\$ 511,378	\$ 340,918	10%	\$ 34,092	\$ 886,388
4.0				Project Management Services	0	45	0	0	320	410	0	\$ 135,296	\$ 90,197	10%	\$ 9,020	\$ 234,513
	4.1			Coordinate with staff and project personel to complete project tasks and meet project objectives	0	5	0	0	100	130	0	\$ 39,966	\$ 26,644	10%	\$ 2,664	\$ 69,275
	4.2			Engineer will conduct monthly progress meetings throughout the project with City staff to review work completed to date, the project schedule, and other issues. The engineer will provide appropriate and necessary documentation;	0	5	0	0	16	20	0	\$ 7,478	\$ 4,985	10%	\$ 499	\$ 12,961
	4.3			Coordinate and lead/conduct project workshops needed throughout the course of the project and prepare agendas, materials, exhibits or coordinate production of same as necessary to execute required tasks;	0	10	0	0	16	20	0	\$ 8,914	\$ 5,943	10%	\$ 594	\$ 15,452
	4.4			Develop and maintain a project schedule with detailed milestones	0	5	0	0	16	25	0	\$ 8,253	\$ 5,502	10%	\$ 550	\$ 14,306
	4.5			Generate monthly status reports and preparation of invoices to be submitted together for review and approva	0	5	0	0	16	20	0	\$ 7,478	\$ 4,985	10%	\$ 499	\$ 12,961
	4.6			Provide quality control reviews and technical reviews of all evaluations and recommendations technical memoranda, and reports	0	5	0	0	56	65	0	\$ 21,803	\$ 14,535	10%	\$ 1,454	\$ 37,792
	4.7			Work with City Project Manager (and other designated City personnel) to coordinate City reviews of work products. Work with internal project team to document and incorporate City comments.	0	10	0	0	100	130	0	\$ 41,403	\$ 27,602	10%	\$ 2,760	\$ 71,766
5.0				Financial Support with ARPA Compliance	0	5	37	0	30	38	0	\$ 23,231	\$ 15,488	10%	\$ 1,549	\$ 40,268
	5.1			Coordination with Williamson County and the ARPA program for obtaining approvals and exceptions specific to the AMI project.	0	5	37	0	30	38	0	\$ 23,231	\$ 15,488	10%	\$ 1,549	\$ 40,268

Notes:
 * Denotes: Time and Material, Not to Exceed (T&M, NTE)



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Approval of Task Order KFA-59 with K Friese & Associates, Inc. for professional services related to the City-Wide Letter of Map Revision (LOMR) – Phase 1 to the Upper Brushy Creek Watershed to remap flood hazard zones for North Fork Brushy Creek, South Fork Brushy Creek, Mason Creek, Block House Creek, Brushy Creek, and all their currently mapped tributaries to the confluence of Brushy Creek and Block House Creek in the amount of \$369,986.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City completed the floodplain study in 2021 to update the city-wide floodplain to account for increased rainfall due to adoption of Atlas 14 precipitation data. As a follow-up, the floodplain map and floodplain study are required to be submitted and recorded with FEMA and comply with the National Floodplain Insurance Program regulation to address actual flood risk in the city. This task is Phase 1 of the city-wide LOMR which includes analysis and preparation of floodplain data and LOMR application per FEMA regulations. Phase 1 is anticipated to take twenty-one (21) months. With this authorization, this task will cost a total amount not-to-exceed \$369,986.00.

As a follow-up, Phase 2 of LOMR application will be completed at a later date after completion of Phase 1. Phase 2 of this LOMR application, which is not included in the scope of this task, will have submittal, review, fees and completion of LOMR with FEMA.

RECOMMENDATION:

Staff recommends approval of Task Order KFA-59; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Sarvesh Dhakal, PE, CFM, Assistant City Engineer

Fiscal Impact

<u>Amount requested:</u>	\$369,986.00
<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>	40-04-5600 CIP

Attachments

1. Task Order KFA-59

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. KFA-59

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

CITY OF LEANDER CITYWIDE LETTER OF MAP REVISION (LOMR) – PHASE 1 UPPER BRUSHY CREEK WATERSHED

A. PROJECT DESCRIPTION

Professional services to remap FEMA regulatory special Flood Hazard Zones for North Fork Brushy Creek, South Fork Brushy Creek, Mason Creek, Block House Creek, and Brushy Creek and all their currently mapped tributaries to the confluence of Brushy Creek and Block House Creek. There are approximately 36 detailed river miles, 0.64 approximate river miles, and 23 floodway river miles proposed to be updated. It is anticipated that the following 7 map panels will be modified: 48491C0435F, 48491C0455F, 48491C0460F, 48491C0461F, 48491C0462F, 48491C0463F, and 48491C0470F. This submission for remapping to FEMA will be filed as a Letter of Map Revision (LOMR). A detailed description of the services to be performed is attached.

B. SCOPE OF SERVICES

KFA will provide engineering services as described in the attached Scope of Services.

C. DELIVERABLES

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

D. BASIS OF COMPENSATION

The total compensation for the Citywide Letter of Map Revision (LOMR) – Phase 1 project shall be billed on a Rate Schedule to be escalated annually at 4% for a total amount not to exceed \$369,986.00. A Manpower/Budget Estimate and the Rate Schedule are attached. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein in accordance with the attached schedule. Total services are anticipated to take approximately 21 months.

KFA will begin work as soon as authorized and as services are requested.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Attest _____

Date _____

ACCEPTED:

K FRIESE + ASSOCIATES

By Charlotte A. Gilpin
Charlotte A. Gilpin, P.E.
Vice-President

Attest Cygi Spence

Date 4-24-23

CITY OF LEANDER - CITYWIDE LETTER OF MAP REVISION (LOMR) – PHASE 1
UPPER BRUSHY CREEK WATERSHED
ATTACHMENT A - SCOPE OF SERVICES

Project Understanding

K Friese + Associates (KFA) has been requested to provide professional engineering services for the City of Leander (City) located in Williamson County, TX to remap FEMA regulatory special Flood Hazard Zones for North Fork Brushy Creek, South Fork Brushy Creek, Mason Creek, Block House Creek, and Brushy Creek and all their currently mapped tributaries to the confluence of Brushy Creek and Block House Creek. There are approximately 36 detailed river miles, 0.64 approximate river miles, and 23 floodway river miles proposed to be updated. It is anticipated that the following 7 map panels will be modified: 48491C0435F, 48491C0455F, 48491C0460F, 48491C0461F, 48491C0462F, 48491C0463F, and 48491C0470F. It is assumed the submission for remapping to FEMA will be filed as a Letter of Map Revision (LOMR), per a meeting and follow-up email from FEMA October 18, 2021, stating the map updates may be filed through this process. Submission as a Physical Map Revision (PMR) will be considered out of scope and may be provided as an additional service.

Phase 1 will complete the model and mapping updates and complete the FEMA LOMR application report and forms and is anticipated to take approximately 21 months.

PHASE 1:

1. Project Management:

- a. **Management/Administration:** Routine communication with the City, managing subconsultants, schedule, invoicing, progress reports, monitoring QAQC efforts, consultant status meetings, project documentation, and other activities associated with managing the project. This phase is anticipated to be 21 months in duration from the NTP to completion of the LOMR application.
- b. **Project Status Meetings:** Up to twelve (12) with City Staff.

2. Data Collection:

- a. **2021 Leander Floodplain Models:** KFA will use the hydrologic and hydraulic (H&H) models and accompanying technical report as submitted to the City for the 2021 City of Leander Floodplain Model and Mapping Updates Project (2021 Project) as the basis for this LOMR. The City will be consulted to ensure the most current information is used.
- b. **FEMA Data:** KFA will collect the most current effective FEMA information including the Flood Insurance Studies (FIS), Flood Insurance Rate Maps (FIRM), Letters of Map Revision (LOMR) in the Study Area, Digital National Flood Hazard Layers (NFHL, and the backup data and work maps for the current FIS). The City will be consulted to ensure the most current information is used.
- c. **Hydraulic Structure Record Data:** The City will provide available as-built drawings for up to 10 hydraulically significant structures including bridges, roadways, and inline structures for the study area not included in the 2021 Project.
- d. **Drainage Studies and Digital Site Plans:** The City will provide available drainage studies and/or digital site plans (not LOMR related) for up to 5 completed private development projects not included in the 2021 Project as deemed appropriate for this project.

CITY OF LEANDER - CITYWIDE LETTER OF MAP REVISION (LOMR) – PHASE 1
UPPER BRUSHY CREEK WATERSHED
ATTACHMENT A - SCOPE OF SERVICES

3. Field Reconnaissance and Survey:

- a. **Field Reconnaissance:** In order to better parameterize the hydraulic model, KFA will conduct up to 10 site visits to take photos, make basic structure measurements, determine the manning's roughness coefficient values, and develop field sketches per FEMA guidance to ensure structures are incorporated into the models accurately.
- b. **Survey:** KFA will subcontract with a local surveyor to survey significant hydraulic structures and channel-cross sections where bathymetric data is not included in the LiDAR information or have not been surveyed in previous hydraulic studies. Survey methods and accuracy will comply with FEMA *Guidance for Flood Risk Analysis and Mapping Data Capture – Workflow Details* (Dated December 2020) and *Guidance for Flood Risk Analysis and Mapping - Elevation Guidance* (Dated November 2022).
 - i. **Right of Entry (ROE):** The KFA team will coordinate with the City to acquire necessary ROE for field survey.
 - ii. **Structures:** There are approximately 90 hydraulically significant structures in the study area. Most of these structures were surveyed and included in the effective model. In the 2021 Project, 6 additional structures were surveyed. Up to 10 structures will be surveyed with this project for inclusion in the hydraulic model. The City will be consulted to select the appropriate crossings to survey.
 - iii. **Cross-section enhancement:** There are 188 surveyed cross-sections in the project area in the current HEC-RAS model. This proposal includes additional survey at 20 cross-sections to capture accurate stream crossing profiles and develop more accurate modeling.

- 4. Terrain Refinement:** Although there is updated 2021 LiDAR data that covers the project area, the 2017 LiDAR used for the 2021 Project will be used for this project to be consistent with the Williamson County Atlas-14 Floodplain Study (Wilco Study) Technical Standards Version 12 dated January 12, 2023 (Standards). This terrain data and new survey data collected in Task 3bii will be used to create a digital terrain model (DTM) per FEMA standards for hydraulic modeling and mapping purposes. The grid cell size used for hydraulic modeling shall be a maximum of 3-feet by 3-feet. The grid cell size used for hydrologic subbasin delineation shall be a maximum of 10-feet by 10-feet. Floodplain mapping shall be performed with the grid(s) used for hydraulic modeling.

The following standards will be used for this study:

- Projection: State Plane Texas Central (4203)
- Horizontal Datum: NAD 1983, 2011 National Adjustment – NAD83(2011)
- Vertical Datum: NAVD88, Geoid 12a or more recent Geoid
- Units of Measure: US Feet

KFA will provide a cursory review of the hydraulic and hydrologic terrain rasters. Identified areas within the LiDAR dataset where insufficient data is provided to adequately represent the topography of a stream reach will be corrected to ensure a valid dataset for development of the hydrologic and hydraulic models. Site plans and digital grading plans of recent construction provided by the City may also be incorporated prior to the development of the hydrologic and hydraulic models. Terrain refinement is assumed to be minor with the correction of up to 10 locations.

5. Hydrologic Analysis:

KFA will convert the 2021 Project hydrologic models to the most up to date versions of the US Army Corps of Engineers' HEC-HMS software at the time of project initiation. Model parameters will be reviewed and updated to comply with the Wilco Study Standards to the extent possible.

CITY OF LEANDER - CITYWIDE LETTER OF MAP REVISION (LOMR) – PHASE 1
UPPER BRUSHY CREEK WATERSHED
ATTACHMENT A - SCOPE OF SERVICES

Specifically, the following updates will be made to the hydrologic model:

- a. Apply Atlas-14 rainfall per City of Leander ordinance as used for the 2021 Project. Compute areal reduction in HEC-HMS for contributing drainage areas greater than 10 square miles.
- b. Update impervious cover distributions for existing conditions based on Wilco Study land use data provided by Halff Associates. Ultimate conditions land use will use the most current City of Leander Existing Zoning Map and Future Land Use Map GIS files provided by the City.
- c. Recalculate time of concentration calculations as necessary based on observable development changes since 2017 LiDAR in areas not previously modified with the 2021 Project. TR-55 methodology is assumed for calculating time of concentration.
- d. Update routing from Muskingum-Cunge to Modified Puls for 45 stream reaches that are modeled hydraulically to match with technical standards being utilized by the Williamson County Atlas 14 FPP study.
- e. Incorporate up to 4 LOMRs, if any have been processed since October 30, 2020 (last LOMR considered with the 2021 Project).
- f. Validate pond stage-storage-discharge curves for up to 10 existing ponds and recalculate as necessary. Pond rating curves that have been updated for the Wilco Study in the hydrologic model provided by AECOM will be verified and used if they represent best available data.
- g. Validate hydrologic model calibration based upon UBCWCID reservoir gauge data including flood events since the storms used for the effective model calibration (2013). Potential flood event to use for calibration: October 2015. The effective model calibration used climatic adjustment of the CN values. Any adjustments to the hydrologic model would not revise the adjustment factor but would revise the default initial abstraction value for calibration.

6. Hydraulic Analysis:

KFA will convert the 2021 Project hydraulic models to the most up to date versions of the US Army Corps of Engineers' HEC-RAS software at the time of project initiation. Model parameters will be reviewed and updated to comply with the Wilco Study Technical Standards Version 12 dated January 12, 2023 to the extent possible.

Specifically, the following updates will be made to the hydraulic model:

- a. Incorporate up to 4 LOMRs, if any have been processed since October 30, 2020 (last LOMR considered with the 2021 Project).
- b. Modify up to 10 structure geometry based on new survey data.
- c. Run CheckRAS for entire project area and address comments as appropriate.
- d. Validate hydraulic model calibration based upon published high-water marks from storm events since the storms used for the effective model calibration (2013). Potential flood event to use for calibration: October 2015.
- e. Floodplain analysis for the 50-, 10-, 4-, 2-, 1- and 0.2-percent-annual-chance (%) events (2-, 10-, 25-, 50-, 100-, and 500-year events) for existing conditions, and 1% chance (100-year) event for ultimate conditions.
- f. Floodway analysis for all stream reaches that currently have floodway. This proposal does not anticipate any new floodway development.
- g. Establish new base flood elevations (BFEs) for the project area.

CITY OF LEANDER - CITYWIDE LETTER OF MAP REVISION (LOMR) – PHASE 1
UPPER BRUSHY CREEK WATERSHED
ATTACHMENT A - SCOPE OF SERVICES

7. Mapping:

- a. **Floodplain and floodway boundary delineation and water surface contours:** Once the modeling is completed in HEC-RAS, the 1% and 0.2% chance water surface elevations for existing conditions will be post-processed in GIS and RAS Mapper to develop the digital floodplain and floodway boundaries, and water surface contours. Floodplain/floodways will then be edited as necessary to correct typical post-processing anomalies. All data will be in NAD 83, State Plane Feet, Texas Central (FIPS 4203) horizontal datum and NAVD 88 vertical datum.

8. LOMR Application-Phase 1:

- a. Develop Technical Report (project narrative) to accompany LOMR application.
- b. Complete the MT-2 Forms 1-3 for LOMR submittal.

9. Permitting:

- a. **Submittal to the City:** KFA will prepare and submit the Technical Report and LOMR application forms to the City for review.
- b. **Response to City Comments:** KFA will address any City comments (up to 1 round) and respond accordingly.

10. QA/QC of deliverables.

- a. KFA will perform QA/QC for the work at various stages of the progress as well as review all deliverables. QC shall include review and comments of the subbasin and flow paths, hydrologic parameters, hydrologic calibration, RAS cross-sections, hydraulic parameters and routing, hydraulic calibration, floodplain mapping, and LOMR application package.

Deliverables

- a. Shapefiles of floodplain and floodway boundaries for internal review by the City
- b. Draft models and maps as included in LOMR application
- c. Draft report and forms as included in LOMR application.

Assumptions and Exclusions

- a. The fee has been developed assuming the project proceeds in a continuous manner with no significant work stoppage.
- b. Updating terrain to 2021 LiDAR would be considered additional services.
- c. Inclusion of extended 64-acre drainage areas from the Wilco Study would be considered additional services.

**KFA MANPOWER/BUDGET ESTIMATE
CITY OF LEANDER - CITYWIDE LETTER OF MAP REVISION (LOMR) - PHASE 1**

UPPER BRUSHY CREEK WATERSHED

	Principal Hours	Project Manager Hours	Senior Engineer Hours	Project Engineer Hours	Design Engineer Hours	EIT Hours	GIS Analyst Hours	Sr CADD Technician Hours	Jr CADD Technician Hours	Clerical Hours	Total Labor Hours	Total Cost	Expenses Cost	Sub Consultant Cost	Total Cost	Task Cost
City of Leander - Citywide LOMR PHASE 1																
Upper Brushy Creek Watershed																
1																
a.		42			21						90	\$17,146			\$17,146	\$31,549
b.	2	28			28		8			25	76	\$14,403	\$262		\$14,403	\$6,401
Data Collection																
a.				2	1						3	\$552			\$552	
b.		1		4	2	8					15	\$2,303			\$2,303	
c.		1			2	4					7	\$1,059			\$1,059	
d.		1			2	4	10				17	\$2,487			\$2,487	
Field Reconnaissance and Survey																
a.		5		10	20	20					55	\$8,894	\$524		\$9,418	\$74,317
b.																
i.		1		2	2	4					9	\$1,442		\$20,400	\$21,842	
ii.		1		2	4	8					15	\$2,256		\$40,800	\$43,056	
iii.																
Terrain Refinement																
a.		2		12	20	20	40				94	\$14,256			\$14,256	\$14,256
Review LIDAR, verify standards, incorporate survey, digital site plans, and LOMR terrain data																
Hydrologic Analysis																
a.		1		4	8	20					33	\$4,745			\$4,745	\$72,908
b.		1			16	40	40				97	\$13,423			\$13,423	
c.		1		4	16	50					71	\$9,672			\$9,672	
d.		1		8	16	40					65	\$9,245			\$9,245	
e.		1		2	8	16	12				39	\$5,598			\$5,598	
f.		1		8	40	40	8				97	\$14,427			\$14,427	
Validate hydrologic model calibration based upon gauge data																
g.		1		16	60	20					97	\$15,798			\$15,798	\$96,584
Hydraulic Analysis																
a.		1		4	16	40					61	\$8,478			\$8,478	
b.		2		10	40	40					52	\$7,181			\$7,181	
c.		2		20	30	40					92	\$14,147			\$14,147	
Validate hydraulic model calibration based upon new storm event and high-water marks																
d.		2		8	60	20					90	\$14,508			\$14,508	
e.		2		20	60	100					182	\$26,357			\$26,357	
f.		2		40	50	30					122	\$20,155			\$20,155	
g.		2		8	8	20					38	\$5,757			\$5,757	
Mapping																
a.		2		8	60	20	120				210	\$31,644			\$31,644	\$31,644
Floodplain and floodway boundaries - existing LOMR Application Development-Phase 1																
a.		1		8	20	20	8				57	\$8,674			\$8,674	\$15,652
b.		1		2	8	40					51	\$6,748	\$230		\$6,978	\$6,479
Permitting																
a.		2		2	4	12					20	\$2,978			\$2,978	
b.		1		6	4	12					23	\$3,501			\$3,501	
Address City comments (up to 1 round)																
a.			90								90	\$20,196			\$20,196	\$20,196
QA/QC of deliverables																
a.																
Internal QA/QC																
Project Subtotals - Phase 1																
	2	109	90	210	586	700	246	0	0	25	1968	\$307,770	\$1,016	\$61,200	\$369,986	
Project Totals																
	2	109	90	210	586	700	246	0	0	25	1968	\$307,770	\$1,016	\$61,200	\$369,986	

KFA MANPOWER/BUDGET ESTIMATE
CITY OF LEANDER - CITYWIDE LETTER OF MAP REVISION (LOMR) - PHASE 1

UPPER BRUSHY CREEK WATERSHED

<u>DIRECT EXPENSE</u>					
	UNIT	COST	QTY	COST	
Mileage (20 meetings, 10 field visits; 40 miles each trip)	mile	\$ 0.66	1200	\$	796.00
Photocopies color (11" X 17")	each	\$ 1.50	50	\$	75.00
Photocopies color (8 1/2" X 11")	each	\$ 0.75	100	\$	75.00
Photocopies B/W (8 1/2" X 11")	each	\$ 0.20	400	\$	80.00
Subtotal Other Direct Expense:				\$	1,016.00

KFA RATE SCHEDULE
CITY OF LEANDER - CITYWIDE LETTER OF MAP REVISION (LOMR) - PHASE 1

UPPER BRUSHY CREEK WATERSHED

Job Classification	2023 Rate	2024 Rate	2025 Rate
Principal	\$ 320.00	\$ 332.80	\$ 346.11
Project Manager	\$ 240.00	\$ 249.60	\$ 259.58
Senior Engineer	\$ 220.00	\$ 228.80	\$ 237.95
Project Engineer	\$ 188.00	\$ 195.52	\$ 203.34
Design Engineer	\$ 165.00	\$ 171.60	\$ 178.46
EIT	\$ 117.00	\$ 121.68	\$ 126.55
GIS Analyst	\$ 140.00	\$ 145.60	\$ 151.42
Senior CADD Technician	\$ 170.00	\$ 176.80	\$ 183.87
Junior CADD Technician	\$ 118.00	\$ 122.72	\$ 127.63
Clerical	\$ 105.00	\$ 109.20	\$ 113.57

Rates to be escalated on January 1 annually at 4% as shown



1 Chisholm Trail, Suite 130
Round Rock, TX 78681
o. 512.248.0065 | f. 512.246.0359
stvinc.com

March 17, 2023

K. Frieze
710 Hester's Crossing Road
Summit II, Suite 120
Round Rock, TX 78681
(512) 338-1704

**RE: Proposal for Professional Surveying Services
 Leander Citywide Letter of Map Revision**

Thank you for the opportunity for STV, Inc. (STV) to provide surveying services in connection with the above referenced project. The following is our proposed scope of services based on our understanding of your needs at this time:

SCOPE OF SERVICES

STV will prepare right-of-entry request letters to the landowners utilizing the Williamson County Appraisal Records to obtain the landowners mailing address. If the City is able to provide a phone number and/or email of any of the landowners, we will contract them through those channels as well. We will coordinate with the City any issues with contacting landowners and any other issues related to access of the tracts.

CP&Y will provide Texas State Plane Central (4203) horizontal coordinates and NAVD '88 (GEOID 2012B) vertical coordinates utilizing the data capture and coding methods described in the FEMA Guidance for Flood Risk Analysis and Mapping dated December 2020.

A. Structures:

STV will provide collect shots for up to ten (10) drainage structures, located within public right-of-ways at locations to be provided by the client.

B. Cross-Sections:

STV will provide up to twenty (20) cross-sections at locations to be provided by the client.



1 Chisholm Trail, Suite 130
Round Rock, TX 78681
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SUMMARY OF FEES

<u>Item</u>	<u>No.</u>	<u>Description</u>	<u>Fee Basis</u>	<u>Cost</u>	<u>Subtotal</u>
A.	10	Structure	Time & Materials	\$2,040	\$20,400
B.	20	Cross-Section	Time & Materials	\$2,040	\$40,800
TOTAL					\$61,200

HOURLY SURVEY FEES

Our survey fees also include materials and the time for our survey crew to drive from our Round Rock office to the job site, and from the job site back to our office. Our rates are as shown below:

Survey Crew One-man	\$145.00/hr.
Survey Crew Two-man	\$165.00/hr.
Survey Crew Three-man	\$190.00/hr.
Sr. Survey Tech	\$130.00/hr.
Survey Tech	\$110.00/hr.
RPLS	\$150.00/hr.
Sr. RPLS	\$175.00/hr.
Project Manager	\$200.00/hr.
Sr. PM	\$225.00/hr.
Administrative	\$ 85.00/hr.



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stvinc.com

We made the following assumptions in preparing this proposal:

- STV will provide an electronic file of the survey in AutoCAD Civil 3D 2019 Format and referenced to the Texas Central State Plane Coordinate System NAD '83 (HARN '93) and NAVD '88.
- STV will utilize both GPS and traditional methods to survey, whichever is deemed best for that situation.
- Our field crew will consist of 2 or 3 men wearing safety vests and their crew truck will have the company name on the side.
- Minimal line clearing may be necessary to obtain line of sight to conduct our survey. Only machetes will be used for clearing line.

All surveying services are under the jurisdiction of the Texas Board of Professional Engineers and Land Surveyors, 1917 South Interstate 35, Austin, Texas 78741 (512) 440-7723. Any complaints about surveying services should be sent to the above address to the attention of the Complaints Officer of the Board. We appreciate the opportunity to work with you and look forward to being of service. If you think we have omitted any service you require or misinterpreted your request, please let us know. Thank you for inviting us to propose.

This proposal will need to be re-negotiated after 60 calendar days from the date of this proposal.

Respectfully submitted,

STV, Inc.

A handwritten signature in black ink, appearing to read 'Margaret A. Nolen', is written over a horizontal line.

By: Margaret A. Nolen, R.P.L.S., PMP
Survey Project Manager

City of Leander
Citywide Letter of Map Revision (LOMR) - PHASE 1
Upper Brushy Creek Watershed

ATTACHMENT C

ID	Task Name	Duration	Start	Finish	Predecessors	10/23	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025
1	PHASE 1	455 days	Mon 5/15/23	Fri 2/7/25																					
2	NTP-Phase 1	0 days	Mon 5/15/23	Mon 5/15/23																					
3	Project Management	455 days	Mon 5/15/23	Fri 2/7/25																					
4	1. Project Management	455 days	Mon 5/15/23	Fri 2/7/25																					
5	a. Management/Administration	455 days	Mon 5/15/23	Fri 2/7/25	2																				
6	b. Meetings (up to 12)	455 days	Mon 5/15/23	Fri 2/7/25	2																				
7	Data Collection	100 days	Mon 5/15/23	Fri 9/29/23																					
8	2. Data Collection	25 days	Mon 5/15/23	Fri 6/16/23	2																				
9	3. Field Reconnaissance and Survey	55 days	Mon 6/19/23	Fri 9/1/23																					
10	a. Field Reconnaissance	45 days	Mon 6/19/23	Fri 8/18/23	8																				
11	b. Survey	55 days	Mon 6/19/23	Fri 9/1/23																					
12	i. ROE acquisition	30 days	Mon 6/19/23	Fri 7/28/23	8																				
13	ii. Structure survey (up to 10)	25 days	Mon 6/19/23	Fri 7/21/23	8																				
14	iii. Cross-section enhancement survey (up to 20)	25 days	Mon 7/31/23	Fri 9/1/23	12																				
15	4. Terrain Refinement	20 days	Mon 9/4/23	Fri 9/29/23	14																				
16	Hydrology and Hydraulics	294 days	Mon 10/2/23	Thu 11/14/24																					
17	5. Hydrologic Analysis	91 days	Mon 10/2/23	Mon 2/5/24	15																				
18	a. Rainfall and areal reduction	10 days	Mon 10/2/23	Fri 10/13/23	15																				
19	b. Impervious cover distribution update	30 days	Mon 10/2/23	Fri 11/10/23	15																				

Project: City of Leander Citywide LOMR Date: Thu 4/20/23	Task Split Milestone Summary	Project Summary Inactive Task Inactive Milestone Inactive Summary	Manual Task Duration-only Manual Summary Rollup Manual Summary	Start only Finish-only External Tasks External Milestone	Deadline Progress Manual Progress
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City of Leander
Citywide Letter of Map Revision (LOMR) - PHASE 1
Upper Brushy Creek Watershed

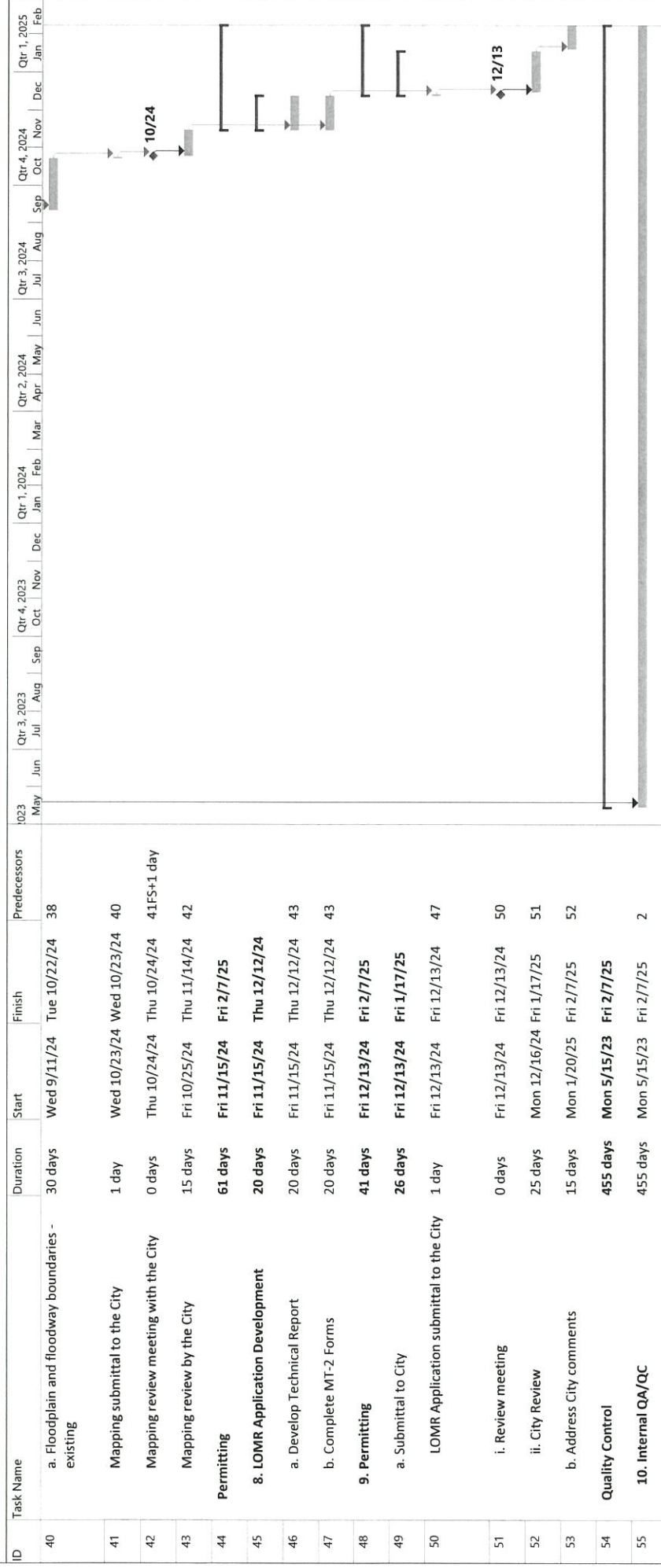
ATTACHMENT C

ID	Task Name	Duration	Start	Finish	Predecessors	10/23	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025
20	c. Recalculate Tc's	20 days	Mon 10/2/23	Fri 10/27/23	15								
21	d. Routing Update	20 days	Mon 10/30/23	Fri 11/24/23	20								
22	e. LOMR Incorporation	10 days	Mon 11/27/23	Fri 12/8/23	21								
23	f. SSD Curves for ponds	10 days	Mon 11/27/23	Fri 12/8/23	21								
24	g. Calibration validation	20 days	Mon 12/11/23	Fri 1/5/24	23								
25	Hydrology submittal to the City	1 day	Mon 1/8/24	Mon 1/8/24	24								
26	Hydrology review meeting with the City	0 days	Thu 1/11/24	Thu 1/11/24	25FS+3 days								
27	Hydrology review by the City	20 days	Tue 1/9/24	Mon 2/5/24	25								
28	6. Hydraulic Analysis	156 days	Tue 2/6/24	Tue 9/10/24									
29	a. LOMR Incorporation	15 days	Tue 2/6/24	Mon 2/26/24	27								
30	b. Structure geometry modifications	30 days	Tue 2/6/24	Mon 3/18/24	27								
31	c. Correct CheckRAS errors	30 days	Tue 3/19/24	Mon 4/29/24	30								
32	d. Calibration validation	20 days	Tue 4/30/24	Mon 5/27/24	31								
33	e. Floodplain analysis	35 days	Tue 5/28/24	Mon 7/15/24	32								
34	f. Floodway analysis	15 days	Tue 7/16/24	Mon 8/5/24	33								
35	g. Establish new BFEs	10 days	Tue 8/6/24	Mon 8/19/24	34								
36	Hydraulics submittal to the City	1 day	Tue 8/20/24	Tue 8/20/24	35								
37	Hydraulics review meeting with the City	0 days	Fri 8/23/24	Fri 8/23/24	36FS+3 days								
38	Hydraulics review by the City	15 days	Wed 8/21/24	Tue 9/10/24	36								
39	7. Mapping	47 days	Wed 9/11/24	Thu 11/14/24									

Project: City of Leander Citywide LOMR Date: Thu 4/20/23	Task Split Milestone Summary	Project Summary Inactive Task Inactive Milestone Inactive Summary	Manual Task Duration-only Manual Summary Rollup Manual Summary	Start only Finish-only External Tasks External Milestone	Deadline Progress Manual Progress
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City of Leander
Citywide Letter of Map Revision (LOMR) - PHASE 1
Upper Brushy Creek Watershed

ATTACHMENT C



Project: City of Leander Citywide LOMR Date: Thu 4/20/23		Task Split Milestone Summary	Project Summary Inactive Task Inactive Milestone Inactive Summary	Manual Task Duration-only Manual Summary Rollup Manual Summary	Start-only Finish-only External Tasks External Milestone	Deadline Progress Manual Progress



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Approval of a Resolution submitting projects to Williamson County for a possible November 2023 Bond Election.

BACKGROUND:

Williamson County is considering holding a road and park bond election in November 2023. County officials are accepting proposals from local communities on funding partnerships for their top three (3) roadway/drainage projects and/or top three (3) regional trail connection projects. A Citizens Bond Committee will evaluate projects in part by the percentage of local cost participation, anticipated schedule, and alignment with the County's long-range transportation and park master plans. The Williamson County Commissioners Court will consider recommendations from the Committee and County staff on the need for a bond election, specific projects, and financial commitments.

Staff recommends the following projects with a twenty (20%) percent local cost participation:

- Crystal Falls Parkway from Ronald Reagan Boulevard to CR 175 – \$19,300,000.00 (\$3,860,000.00 local)
- Bagdad Road from San Gabriel Parkway to CR 281 – \$20,600,000.00 (\$4,120,000.00 local)
- Stormwater Master Plan – \$500,000.00 (\$100,000.00 local)
- San Gabriel River Trail – \$4,474,958.00 (\$894,991.00 local)
- Brushy Creek Regional Trail – \$4,569,181.00 (\$913,386.0 local)

PRESENTER:

Dan Grimsbo, Executive Director of Infrastructure
Mark Tummons, Parks & Recreation Director

Attachments

1. Proposed Resolution
2. Project: Crystal Falls Parkway
3. Project: Bagdad Road
4. Project: Stormwater Master Plan
5. Project: San Gabriel River Trail
6. Project: Brushy Creek Regional Trail

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF PROPOSED CITY OF LEANDER TRANSPORTATION, DRAINAGE, AND TRAIL CONNECTION PROJECTS TO WILLIAMSON COUNTY FOR INCLUSION IN A POSSIBLE NOVEMBER 2023 COUNTY BOND ELECTION.

WHEREAS, the City of Leander received a letter from the Williamson County Citizens Bond Committee on April 4, 2023, announcing a call for local transportation, drainage, and trail connection projects for a possible bond election in November 2023; and

WHEREAS, Williamson County will evaluate each proposed project in part by the percentage of local cost participation, anticipated schedule, and how the projects complement Williamson County's Long Range Transportation Plan and Comprehensive Parks Master Plan; and

WHEREAS, the City has reviewed future regional transportation and drainage needs and identified three (3) projects to recommend to the County for inclusion in a possible bond election; and

WHEREAS, the City has reviewed future regional trail connection needs and identified two (2) projects to recommend to the County for inclusion in a possible bond election.

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

SECTION 1. The City Council of Leander, Texas, hereby authorizes the City Manager to submit transportation, drainage, and trail connection projects with proposed local cost participation, as identified in "Exhibit A" attached, to Williamson County for inclusion in a possible November 2023 bond election as authorized by Leander City Council at its May 4, 2023, regular meeting.

SECTION 2. It is hereby found and determined that the meeting at which this Resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED this the 4th day of May, 2023.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

EXHIBIT A
City of Leander Projects Proposed for November 2023 Bond Election

Transportation & Drainage Projects

1. Crystal Falls Parkway from Ronald Reagan Boulevard to CR 175 – \$19.3 million est. total cost

Includes procurement of land, surveying, design, and construction of the extension of Crystal Falls Parkway from Ronald Reagan Boulevard to County Road 175. Per the 2020 Transportation Master Plan, the road extension is to be a four (4) lane divided arterial with a long span bridge and traffic signals, as needed. This project includes a proposed local cost participation of twenty (20%) percent.

2. Bagdad Road from San Gabriel Parkway to CR 281 – \$20.6 million est. total cost

Includes right-of-way procurement, surveying, design, and construction of improvements and widening of Bagdad Road from San Gabriel Parkway to County Road 281 into a two (2) lane road with a center turn lane and new bridge across Jinks Branch Creek. This project includes a proposed local cost participation of twenty (20%) percent.

3. Stormwater Master Plan – \$500,000 est. total cost

The City of Leander is requesting County assistance to develop a Stormwater and Floodplain Mitigation Master Plan for the City corporate boundaries to provide for future drainage and floodplain mitigation projects for the health and safety of Leander citizens. This project includes a proposed local cost participation of twenty (20%) percent.

Trail Connection Projects

1. San Gabriel River Trail – \$4.5 million est. total cost

Project will consist of planning/engineering and construction of two trail sections A and B. Section A (7,000-ft) begins at US 183 and connects through the City's future San Gabriel Park property along the South San Gabriel River. Section B (750-ft) is a short extension of trail going under the Ronald Reagan Boulevard bridge at the South San Gabriel River. The trail will extend further east to Garey Park. The trail components include 5-6" depth of concrete with 10-12' width, approximately 6 pedestrian bridges traversing large draws, and a trailhead with 12-15 vehicle spaces is planned on a portion of Bar W Ranch property adjacent to CR 267. Other components include signage, bike racks, benches, swings, markings, and bollards. Portions of the trail along the South San Gabriel bluff will also require safety railing (post and cable). This project includes a proposed local cost participation of twenty (20%) percent.

2. Brushy Creek Regional Trail – \$4.6 million est. total cost

Project will consist of planning/engineering and construction. The trail section (11,000-ft) begins at west side of Toll 183A at the intersection of FM 2243 and travels under the Toll 183A bridge going east along FM 2243 and along Brushy Creek to Ronald Reagan Boulevard extending under the existing bridge and connecting to the existing Brushy Creek Regional Trail at Sarita Valley. The trail components include 5-6" depth of concrete with 10-12' width, approximately 3 pedestrian bridges traversing draws, and a trailhead with 12-15 vehicle spaces. Other components include signage, bike racks, benches, swings, markings, and bollards. Portions of the trail along the South San Gabriel bluff will also require safety railing (post and cable). This project includes a proposed local cost participation of twenty (20%) percent.

Williamson County Proposed Bond Project Request Form

Part A. General Project Information

Project Information - Please fill in the following information.

Project Sponsor(s)

City of Leander

Project Category

☒

Roadway or Drainage

☐

Regional Trail Connection

Project Name

Crystal Falls Parkway East Extension

Project Limits/Location

From

W. Reagan Boulevard

To

County Road 175

Project Length (in miles)

1.10

Project Description

Includes procurement of land, surveying, design, and construction of the extension of Crystal Falls Parkway, eastward from Ronald W. Reagan Boulevard to County Road 175. Per the 2020 Transportation Master Plan, the road extension is to be a four (4) lane divided arterial, with a long span bridge, and traffic signals, as needed.

Who will manage the project?

City

Who will be responsible for maintenance?

City

Project Justification - Describe the issue(s) the project will address and the proposed solution(s).

The expansion and growth on the east side of Leander has outgrown the existing transportation routes, which thereby limits any future growth and development to the southeast. The extension of Crystal Falls Parkway, as noted in the 2020 Transportation Master Plan, is an important arterial for connecting southeast Leander to the city proper. Also, this will eliminate low river crossing on CR177 road which is hazard and safety concern as growth continues in that area.

Is the project in the Williamson County's Long Range Transportation Plan (LRTP) or Comprehensive Parks Master Plan (CPMP)? Click these links to view the [LRTP](#) and [CPMP](#) (see Regional Trail Plan on pg. 67 of the 2018 CPMP).

Yes

Transportation or Drainage Project Priority - Indicate the projects priority if submitting more than one transportation or drainage project application.

1 of 3

Regional Trail Connection Project Priority - Indicate the projects priority if submitting more than one trail project application. Only projects that tie into the CPMP will be considered.

2 of 2

Required Project Information (please include as attachments)

- ☐ Detailed cost estimate
- ☒ Planning documents
- ☐ Project Schematic
- ☒ Project Map (kmz and pdf format)
- ☐ Resolution approving submission of the candidate projects and commitment to provide the local cost participation

Part B. Local Cost Participation

Local cost participation is strongly encouraged. Projects will be evaluated in part by the percentage of local cost participation.

Estimated Costs

Planning/Design/Environmental Clearance

\$ 1,148,240

Right-of-Way Acquisition

\$ 4,312,880

Utility Relocation

0

Construction

\$ 13,838,880

Total Project Cost

\$ 19,300,000

Sponsor's Cash Contribution

\$ 3,860,000

In-kind Contribution - List total amount of in-kind contributions to right. List type (services, ROW, grant, etc) and amount for each below. (Note: Sponsor is assumed to fund relocation of sponsor-owned utilities unless otherwise noted.)

--

Total Amount of Funds Committed by Sponsor

\$ 3,860,000

County Funds Requested

\$ 15,440,000

Sponsor Cost Participation Percentage

20.0%

Part C. Project Status and Schedule

Project Status - Describe work accomplished to date.

Project is currently in planning stage with anticipation to kick off Design work by FY2025.

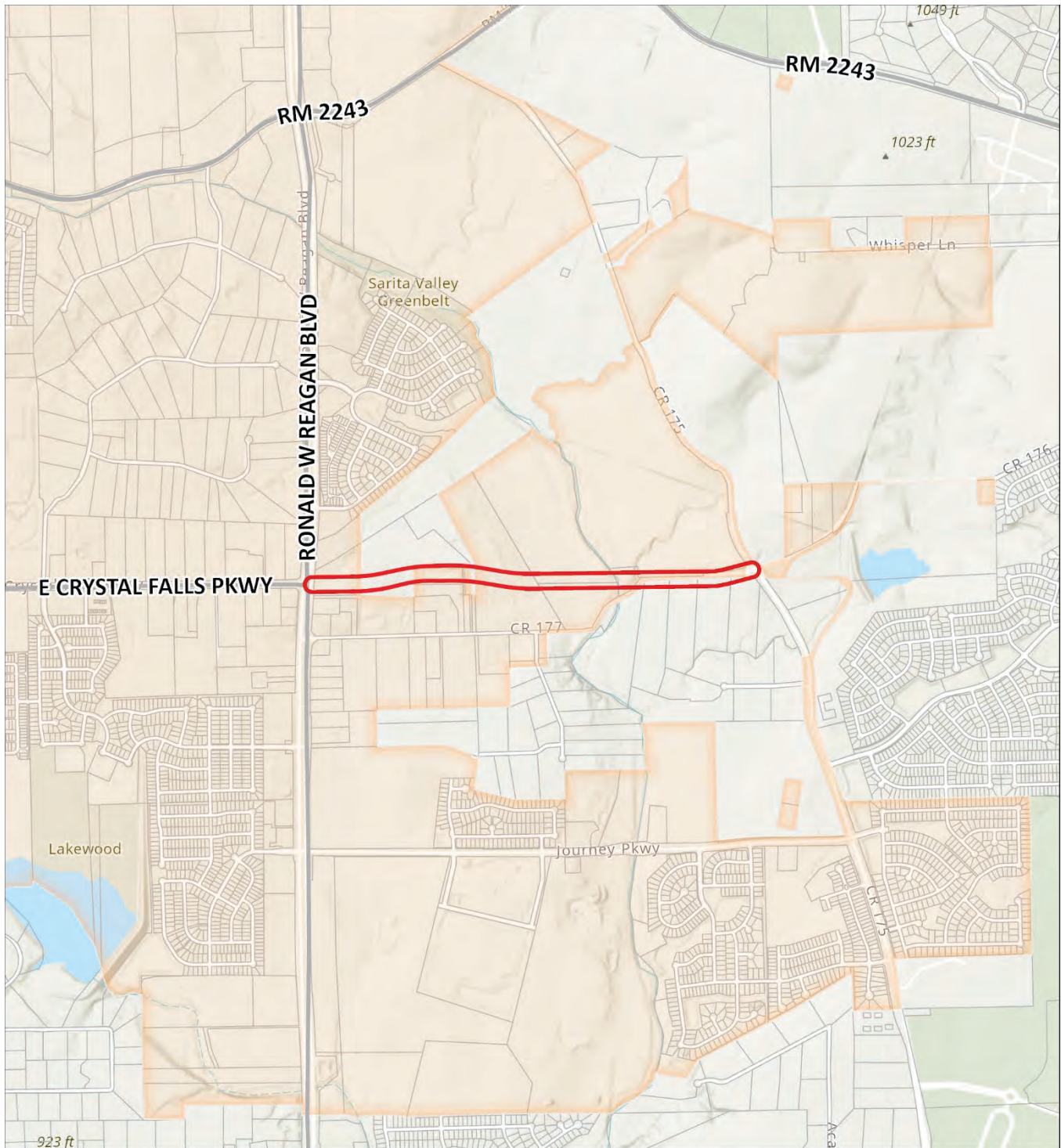
Anticipated Project Schedule

	Start Date	Finish Date
Planning/Design/Environmental Clearance	FY 2025	FY 2026
Right-of-Way Acquisition	FY2025	FY 2026
Utility Relocation	FY 2027	FY 2028
Construction	FY 2027	FY 2028

Part D. Applicant Contact Information

Name	Daniel Grimsbo
Title	Executive Director of Infrastructure
Mailing Address	PO Box 319 Leander, TX 78646
Phone	(512) 528-2721
Email	DGrimsbo@leandertx.gov

Please complete these forms and submit them by April 28, 2023 via email to 2023bonds@wilco.org.



CIP Program

T.63- Crystal Falls Parkway East Extension to County Road 175

Transportation Projects

 T.63

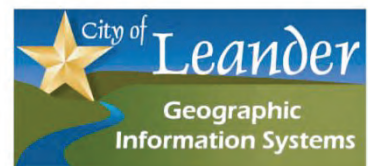
Leander City Limits

Parcels (WCAD)

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



0 2,000 Feet





CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.63
PROJECT TITLE	Crystal Falls Parkway East Extension to County Road 175
DEPARTMENT(S)	Engineering
PROJECT DESCRIPTION:	Includes procurement of land, surveying, design, and construction of the extension of Crystal Falls Parkway, eastward from Ronald W. Reagan Boulevard to County Road 175. Per the 2020 Transportation Master Plan, the road extension is to be a four (4) lane divided arterial, with a long span bridge, and traffic signals, as needed.

Location	Crystal Falls Parkway East		
Limits From/To:	From Ronald W. Reagan Boulevard, eastward to County Road 175		
Schedule	Start	End	For Non Utility CIP projects - Check all that apply: ☒ Project will also involve the need for NEW City Utility Infrastructure. ☐ Project Cost Estimate Below DOES include cost for new utility infrastructure. ☒ Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.
Design Phase	FY25	FY26	
ROW/Esmt Acq.	FY25	FY26	
Construction	FY27	FY28	

PROJECT NEED/BENEFITS

The expansion and growth on the east side of Leander has outgrown the existing transportation routes, which thereby limits any future growth and development to the southeast. The extension of Crystal Falls Parkway, as noted in the 2020 Transportation Master Plan, is an important arterial for connecting southeast Leander to the city proper.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	\$ -	\$ -	\$ -	\$ 1,148,240	\$ -	\$ -	\$ -	\$ 1,148,240
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,482,400	\$ -	\$ 11,482,400
Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ 60,000
Inspection/Testing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,148,240	\$ -	\$ 1,148,240
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,148,240	\$ -	\$ 1,148,240
Other (ROW)	\$ -	\$ -	\$ -	\$ 4,312,880	\$ -	\$ -	\$ -	\$ 4,312,880
Total Estimated Cost	\$ -	\$ -	\$ -	\$ 5,461,120	\$ -	\$ 13,838,880	\$ -	\$ 19,300,000
Annual O&M Fiscal Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Funding Source								
Account No.	Fund							
TBD	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENDITURE								
TBD	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Note: All amounts are shown in current dollars



Credit: Markus, viewer

A school bus that was found in Brushy Creek at CR 177 in Williamson County.

Williamson County Proposed Bond Project Request Form

Part A. General Project Information

Project Information - Please fill in the following information.

Project Sponsor(s)

City of Leander

Project Category

☒

Roadway or Drainage

☐

Regional Trail Connection

Project Name

Bagdad Road Improvements

Project Limits/Location

From

San Gabriel Parkway

To

County Road 281

Project Length (in miles)

2.30

Project Description

Includes ROW procurement, surveying, design, and construction of improvements and widening of Bagdad Road between San Gabriel Parkway and County Road 281, to a two (2) lane road, with a center turn lane, and a new bridge across Jinks Branch Creek.

Who will manage the project?

City

Who will be responsible for maintenance?

City

Project Justification - Describe the issue(s) the project will address and the proposed solution(s).

Williamson County is going to widen Bagdad Road from County Road 281 to the City of Liberty Hill. Our project will widen Bagdad Road to a two (2) lane road with a center turn lane, from the County's improvements at County Road 281, to just north of San Gabriel Parkway, where Bagdad Road is already a five (5) lane arterial road. With all the growth to the north, these roadway improvements are necessary to alleviate traffic congestion and provide for safer roads.

Is the project in the Williamson County's Long Range Transportation Plan (LRTP) or Comprehensive Parks Master Plan (CPMP)? Click these links to view the [LRTP](#) and [CPMP](#) (see Regional Trail Plan on pg. 67 of the 2018 CPMP).

Yes

Transportation or Drainage Project Priority - Indicate the projects priority if submitting more than one transportation or drainage project application.

2 of 3

Regional Trail Connection Project Priority - Indicate the projects priority if submitting more than one trail project application. Only projects that tie into the CPMP will be considered.

2 of 2

Required Project Information (please include as attachments)

- ☐ Detailed cost estimate
- ☒ Planning documents
- ☐ Project Schematic
- ☒ Project Map (kmz and pdf format)
- ☐ Resolution approving submission of the candidate projects and commitment to provide the local cost participation

Part B. Local Cost Participation

Local cost participation is strongly encouraged. Projects will be evaluated in part by the percentage of local cost participation.

Estimated Costs

Planning/Design/Environmental Clearance

\$ 1,466,000

Right-of-Way Acquisition

\$ 1,528,000

Utility Relocation

\$ 0

Construction

\$ 17,606,000

Total Project Cost

\$ 20,600,000

Sponsor's Cash Contribution

\$ 4,120,000

In-kind Contribution - List total amount of in-kind contributions to right. List type (services, ROW, grant, etc) and amount for each below. (Note: Sponsor is assumed to fund relocation of sponsor-owned utilities unless otherwise noted.)

--

Total Amount of Funds Committed by Sponsor

\$ 4,120,000

County Funds Requested

\$ 16,480,000

Sponsor Cost Participation Percentage

20.0%

Part C. Project Status and Schedule

Project Status - Describe work accomplished to date.

Project is currently in planning stage with anticipation to kick off Design work by FY2025.

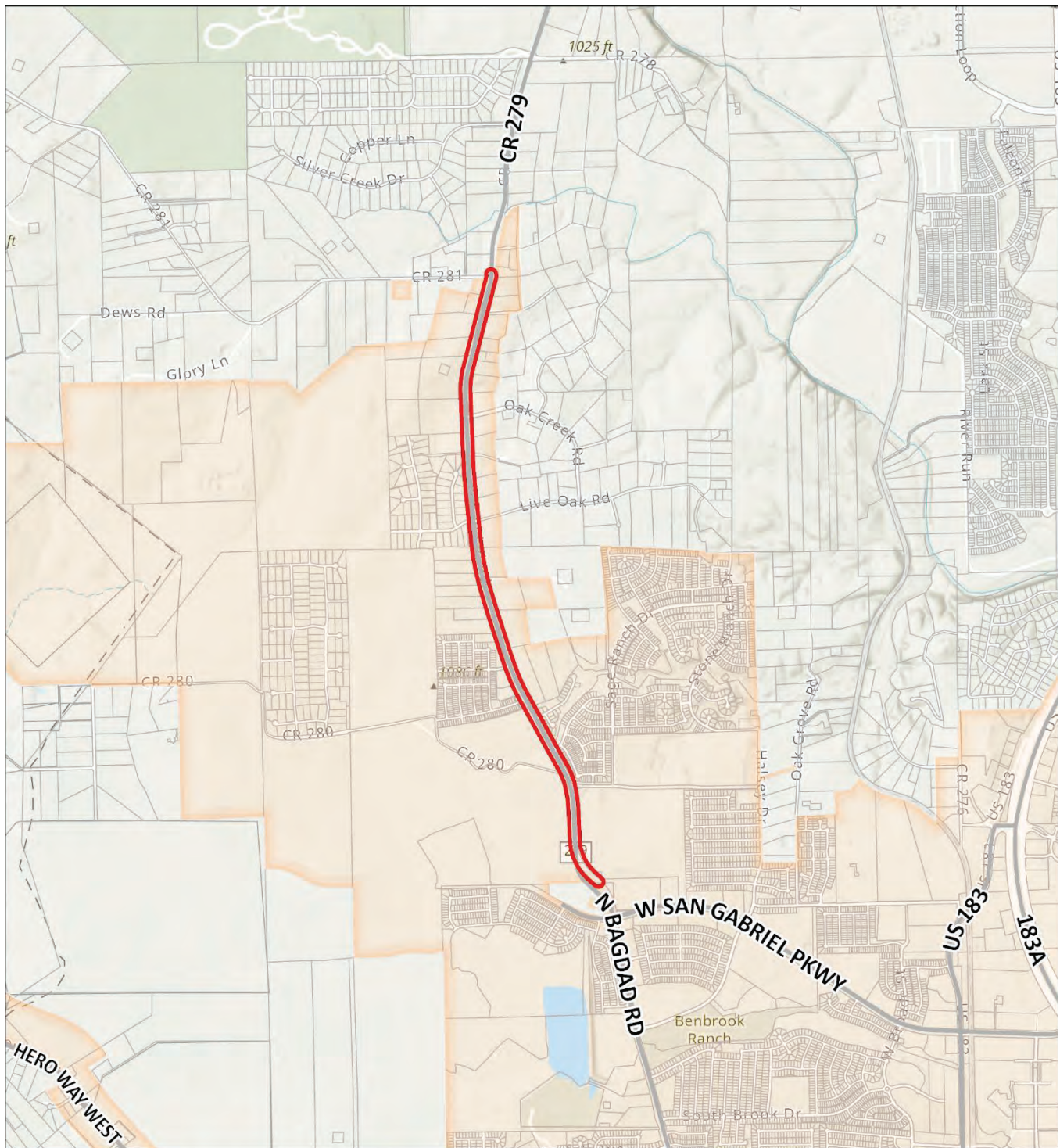
Anticipated Project Schedule

	Start Date	Finish Date
Planning/Design/Environmental Clearance	FY 2025	FY 2025
Right-of-Way Acquisition	FY2025	FY 2026
Utility Relocation	-	-
Construction	FY 2026	FY 2028

Part D. Applicant Contact Information

Name	Daniel Grimsbo
Title	Executive Director of Infrastructure
Mailing Address	PO Box 319 Leander, TX 78646
Phone	(512) 528-2721
Email	DGrimsbo@leandertx.gov

Please complete these forms and submit them by April 28, 2023 via email to 2023bonds@wilco.org.



CIP Program

T.73- Bagdad Road Improvements - Collaborative Way to County Road 281

Transportation Projects

T.73

Leander City Limits

Parcels (WCAD)

Parcels (TCAD)

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0 3,000 Feet





CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	T.73
PROJECT TITLE	Bagdad Road Improvements - San Gabriel Parkway to County Road 281
DEPARTMENT(S)	Engineering
PROJECT DESCRIPTION:	Includes ROW procurement, surveying, design, and construction of improvements and widening of Bagdad Road between San Gabriel Parkway and County Road 281, to a two (2) lane road, with a center turn lane, and a new bridge across Jinks Branch Creek.

Location	North Bagdad Road		
Limits From/To:	From just north of San Gabriel Parkway to County Road 281		
Schedule	Start	End	For Non Utility CIP projects - Check all that apply: ☐ Project will also involve the need for NEW City Utility Infrastructure. ☐ Project Cost Estimate Below DOES include cost for new utility infrastructure. ☒ Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.
Design Phase	FY25	FY25	
ROW/Esmt Acq.	FY25	FY26	
Construction	FY26	FY28	

PROJECT NEED/BENEFITS

Williamson County is going to widen Bagdad Road from County Road 281 to the City of Liberty Hill. Our project will widen Bagdad Road to a two (2) lane road with a center turn lane, from the County's improvements at County Road 281, to just north of San Gabriel Parkway, where Bagdad Road is already a five (5) lane arterial road. With all the growth to the north, these roadway improvements are necessary to alleviate traffic congestion and provide for safer roads.

PROJECT COSTS	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Design Phase	\$ -	\$ -	\$ -	\$ 1,466,000	\$ -	\$ -	\$ -	\$ 1,466,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ 7,330,000	\$ 7,330,000	\$ -	\$ 14,660,000
Management	\$ -	\$ -	\$ -	\$ -	\$ 190,000	\$ 190,000	\$ -	\$ 380,000
Inspection/Testing	\$ -	\$ -	\$ -	\$ -	\$ 733,000	\$ 733,000	\$ -	\$ 1,466,000
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ 550,000	\$ 550,000	\$ -	\$ 1,100,000
Other (ROW)	\$ -	\$ -	\$ -	\$ 1,528,000	\$ -	\$ -	\$ -	\$ 1,528,000
Total Estimated Cost	\$ -	\$ -	\$ -	\$ 2,994,000	\$ 8,803,000	\$ 8,803,000	\$ -	\$ 20,600,000
Annual O&M Fiscal Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	Prior	FY23	FY24	FY25	FY26	FY27	Future	Total
Funding Source								
Account No.	Fund							
TBD	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EXPENDITURE								
TBD	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Note: All amounts are shown in current dollars

Williamson County Proposed Bond Project Request Form

Part A. General Project Information

Project Information - Please fill in the following information.

Project Sponsor(s)

City of Leander

Project Category

☒

Roadway or Drainage

☐

Regional Trail Connection

Project Name

Stormwater and Floodplain Mitigation Master Plan

Project Limits/Location

From

City of Leander Corporate Boundaries

To

City of Leander Corporate Boundaries

Project Length (in miles)

0.00

Project Description

The City of Leander is requesting County assistance in developing a Stormwater and Floodplain Mitigation Master Plan for the City corporate boundaries to provide a plan for future drainage/floodplain mitigation projects for the health and safety of the citizens.

Who will manage the project?

City

Who will be responsible for maintenance?

City

Project Justification - Describe the issue(s) the project will address and the proposed solution(s).

The City has a significant floodplain and drainage issues that risk the health and safety of the citizens. These projects vary from floodplain encroachments/crossings to urbanized flooding in neighborhoods built prior to current drainage criteria. This plan would utilize current floodplain models and analysis to come up with a list of stormwater and drainage projects with prioritization to help the City program these projects in the future. The identification of projects will also allow the City to include these high priority projects in federal and state plans so grants and low interest loans may be considered for funding. The City of Leander is located along the upreaches of San Gabriel River and Brushy Creek. Any floodplain mitigation or drainage improvements the City of Leander is able to program and accomplish will help the County as a whole and specifically the downstream lands and communities.

Is the project in the Williamson County's Long Range Transportation Plan (LRTP) or Comprehensive Parks Master Plan (CPMP)? Click these links to view the [LRTP](#) and [CPMP](#) (see Regional Trail Plan on pg. 67 of the 2018 CPMP).

No

Transportation or Drainage Project Priority - Indicate the projects priority if submitting more than one transportation or drainage project application.

3 of 3

Regional Trail Connection Project Priority - Indicate the projects priority if submitting more than one trail project application. Only projects that tie into the CPMP will be considered.

2 of 2

Required Project Information (please include as attachments)

- ☐ Detailed cost estimate
- ☐ Planning documents
- ☐ Project Schematic
- ☐ Project Map (kmz and pdf format)
- ☐ Resolution approving submission of the candidate projects and commitment to provide the local cost participation

Part B. Local Cost Participation

Local cost participation is strongly encouraged. Projects will be evaluated in part by the percentage of local cost participation.

Estimated Costs

Planning/Design/Environmental Clearance

\$ 500,000

Right-of-Way Acquisition

Utility Relocation

Construction

Total Project Cost

\$ 500,000

Sponsor's Cash Contribution

\$ 100,000

In-kind Contribution - List total amount of in-kind contributions to right. List type (services, ROW, grant, etc) and amount for each below. (Note: Sponsor is assumed to fund relocation of sponsor-owned utilities unless otherwise noted.)

Total Amount of Funds Committed by Sponsor

\$ 100,000

County Funds Requested

\$ 400,000

Sponsor Cost Participation Percentage

20.0%

Part C. Project Status and Schedule

Project Status - Describe work accomplished to date.

The project has not been started although the City of Leander is currently working updating the

Anticipated Project Schedule

	Start Date	Finish Date
Planning/Design/Environmental Clearance	FY2024	FY2025
Right-of-Way Acquisition	1-1-2024	9-30-2024
Utility Relocation	-	-
Construction	10-1-2024	9-30-2025

Part D. Applicant Contact Information

Name	Daniel Grimsbo
Title	Executive Director of Infrastructure
Mailing Address	PO Box 319 Leander, TX 78646
Phone	(512) 528-2721
Email	DGrimsbo@leandertx.gov

Please complete these forms and submit them by April 28, 2023 via email to 2023bonds@wilco.org.

Williamson County Proposed Bond Project Request Form

Part A. General Project Information

Project Information - Please fill in the following information.

Project Sponsor(s)

City Of Leander, Texas

Project Category

☐

Roadway or Drainage

☒

Regional Trail Connection

Project Name

San Gabriel River Trail

Project Limits/Location

From

Section A of this project begins at US 183 at the tie-in to the in construction TXDOT/CTRMA p

To

Section A trail will extend east toward and through CR 267 and will connect to the Bar W Ranch

Project Length (in miles)

1.46

Project Description

Project will consist of planning/engineering and construction of both sections A & B. Section A is approximately 7000' in length and Section B is approximately 750' in length. The trail will consist of 5"-6" depth of concrete trail with a minimum of 10' wide and dependent upon funding we may work to meet 12' widths. It is anticipated that the trail will have approximately 6 pedestrian bridges traversing large draws. In addition a trailhead is to be planned on a portion of Bar W Ranch property adjacent to CR 267. It is anticipated that the trail head will provide spaces for 12-15 vehicles including 3 handicap spots. Project will include all trail signage; bike racks, benches, overlook swings, pavement markings, and bollards to assist with protection from large vehicle access. Portions of the trail along the South San Gabriel bluff will also require safety railing (post and cable).

Who will manage the project?

City

Who will be responsible for maintenance?

City

Project Justification - Describe the issue(s) the project will address and the proposed solution(s).

The Williamson County Comprehensive Parks Master Plan Action RTP-1.1 (page 69) has as the primary goal to "Partner with local cities to incorporate the Regional Trail Plan". Further Action RTP-1.2 is to "Foster relationships to leverage planning, & funding". This project is a perfect fit for meeting these two objectives. Section A is a mile and quarter in length and will allow users to access from the San Gabriel Park at 183 through Bar W Ranch (Trail to be constructed in the next 12-18 months) and Valley Vista Estates (Trail already developed). Section B will allow for users to access Section A to Valley Vista East on east side of Ronald Reagan. This is a huge step in creating the linkage to City of Georgetown Garey Park. The Trail will be completely open to the public and provide for a variety of trail users, except equestrian.

Is the project in the Williamson County's Long Range Transportation Plan (LRTP) or Comprehensive Parks Master Plan (CPMP)? Click these links to view the [LRTP](#) and [CPMP](#) (see Regional Trail Plan on pg. 67 of the 2018 CPMP).

Yes

Transportation or Drainage Project Priority - Indicate the projects priority if submitting more than one transportation or drainage project application.

of

Regional Trail Connection Project Priority - Indicate the projects priority if submitting more than one trail project application. Only projects that tie into the CPMP will be considered.

1 of 2

Required Project Information (please include as attachments)

- ☒ Detailed cost estimate
- ☐ Planning documents
- ☐ Project Schematic
- ☐ Project Map (kmz and pdf format)
- ☐ Resolution approving submission of the candidate projects and commitment to provide the local cost participation

Part B. Local Cost Participation

Local cost participation is strongly encouraged. Projects will be evaluated in part by the percentage of local cost participation.

Estimated Costs

Planning/Design/Environmental Clearance

\$ 898,948

Right-of-Way Acquisition

\$ 0

Utility Relocation

\$ 0

Construction

\$ 3,576,010

Total Project Cost

\$ 4,474,958

Sponsor's Cash Contribution

\$ 894,991

In-kind Contribution - List total amount of in-kind contributions to right. List type (services, ROW, grant, etc) and amount for each below. (Note: Sponsor is assumed to fund relocation of sponsor-owned utilities unless otherwise noted.)

\$ 0

Total Amount of Funds Committed by Sponsor

\$ 894,991

County Funds Requested

\$ 3,579,967

Sponsor Cost Participation Percentage

20.0%

Part C. Project Status and Schedule

Project Status - Describe work accomplished to date.

No construction work has started on either of these two sections. Trail land has been acquired

Anticipated Project Schedule

	Start Date	Finish Date
Planning/Design/Environmental Clearance	1-1-2024	9-30-2024
Right-of-Way Acquisition	1-1-2024	9-30-2024
Utility Relocation	-	-
Construction	10-1-2024	9-30-2025

Part D. Applicant Contact Information

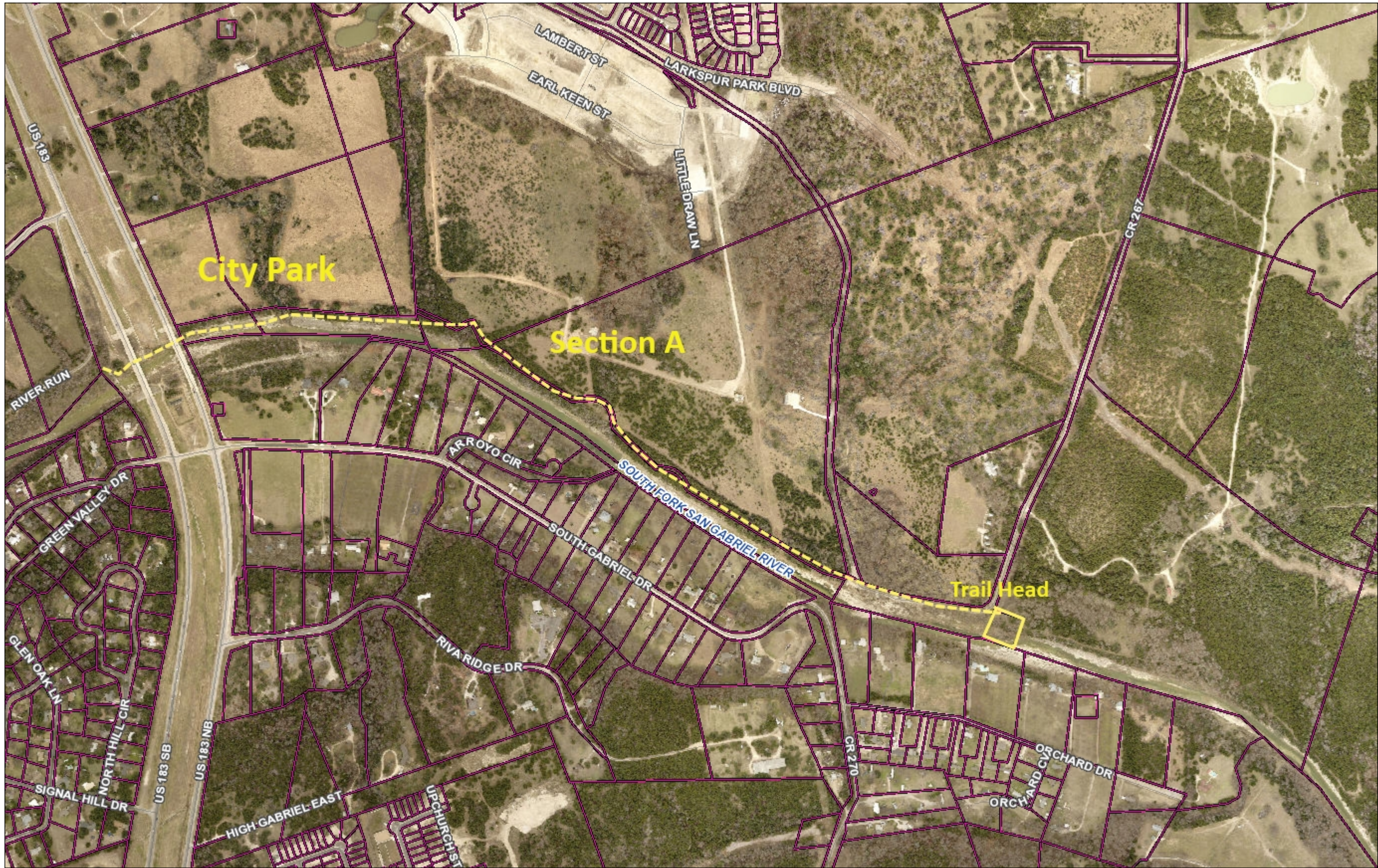
Name	Mark Tummons
Title	Director - Parks and Recreation Department
Mailing Address	PO Box 319 Leander, TX 78646
Phone	512-528-9909
Email	mtummons@leandertx.gov

Please complete these forms and submit them by April 28, 2023 via email to 2023bonds@wilco.org.



Legend

- County Boundary
- Streets
- WCAD Parcels



0.3 0 0.14 0.3 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

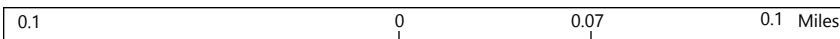
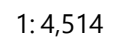
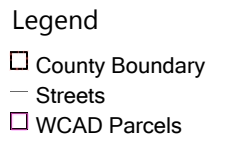
THIS MAP IS NOT TO BE USED FOR NAVIGATION

1: 9,028



Notes

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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

This map was automatically generated using Geocortex Essentials.

Williamson County Proposed Bond Project Request Form

Part A. General Project Information

Project Information - Please fill in the following information.

Project Sponsor(s)

City of Leander, Texas

Project Category

☐

Roadway or Drainage

☒

Regional Trail Connection

Project Name

Brushy Creek Trail

Project Limits/Location

From

This project begins at west side of US 183 Toll Road at the intersection of SR 2243.

To

It travels under the 183 Toll bridge moving east along SR 2243 and along Brushy Creek to Ronald Reagan Blvd.

Project Length (in miles)

2.09

Project Description

Project will consist of planning/engineering and construction. This trail section is approximately 11,000' in length or 2.086 miles. The trail will consist of 5"-6" depth of 3000 psi reinforced concrete trail with a minimum of 10' wide and dependent upon funding we may work to gain 12' widths. Trail is anticipated to have a maximum of 2% cross slope and 5% longitudinal slope. It is anticipated that the trail will have approximately 3 pedestrian bridges traversing draws or the Brushy Creek itself. In addition a trail head is to be planned on an area close to the underpass bridge at Ronald Reagan Blvd. It is anticipated that the trail head will provide spaces for 12-15 vehicles including 3 handicap spots. Project will include all trail signage; bike racks, benches, Creek overlook swings, pavement markings, and bollards to assist with protection from large vehicle access. Portion of the trail along Brushy Creek may also require safety railing (post and cable).

Who will manage the project?

City

Who will be responsible for maintenance?

City

Project Justification - Describe the issue(s) the project will address and the proposed solution(s).

The Williamson County Comprehensive Parks Master Plan Action RTP-1.1 (page 69) has as the primary goal to "Partner with local cities to incorporate the Regional Trail Plan". Further Action RTP-1.2 is to "Foster relationships to leverage planning, & funding". This project is a perfect fit for meeting these two objectives. This section is a primary step in creating the Brushy Creek Trail linkage eventually from old Town Leander to Cedar Park, Texas. The Trail will be completely open to the public and provide for a variety of trail users, except equestrian. Project is also identified as a high priority in the Williamson County Trails Master Plan in Section 2. This linear project will be an incredible master piece for viewing and accessing Brushy Creek by providing opportunities for wildlife and bird watching; observing wildflowers and native grasses along with observing tremendous tree canopy with both hard and soft woods along the pathway. Additionally, the trail will provide opportunities for health and fitness related activities accommodating walkers, joggers, hikers, and cyclists. The project will also provide tools for ecology and conservation; to help preserve important natural landscapes; provide needed links between fragmented habitats; offer tremendous opportunities for protecting our waterway, plant and animal species; along with wetland preservation and the improvement of air and water quality. Lastly, the Brushy Creek trail will provide tremendous alternative transportation means along the busy and narrow SR 2243.

Is the project in the Williamson County's Long Range Transportation Plan (LRTP) or Comprehensive Parks Master Plan (CPMP)? Click these links to view the [LRTP](#) and [CPMP](#) (see Regional Trail Plan on pg. 67 of the 2018 CPMP).

Yes

Transportation or Drainage Project Priority - Indicate the projects priority if submitting more than one transportation or drainage project application.

of

Regional Trail Connection Project Priority - Indicate the projects priority if submitting more than one trail project application. Only projects that tie into the CPMP will be considered.

of

Required Project Information (please include as attachments)

- ☒ Detailed cost estimate
- ☐ Planning documents
- ☐ Project Schematic
- ☐ Project Map (kmz and pdf format)
- ☐ Resolution approving submission of the candidate projects and commitment to provide the local cost participation

Part B. Local Cost Participation

Local cost participation is strongly encouraged. Projects will be evaluated in part by the percentage of local cost participation.

Estimated Costs

Planning/Design/Environmental Clearance

Right-of-Way Acquisition

Utility Relocation

Construction

Total Project Cost

Sponsor's Cash Contribution

In-kind Contribution - List total amount of in-kind contributions to right. List type (services, ROW, grant, etc) and amount for each below. (Note: Sponsor is assumed to fund relocation of sponsor-owned utilities unless otherwise noted.)

Total Amount of Funds Committed by Sponsor

County Funds Requested

Sponsor Cost Participation Percentage

Part C. Project Status and Schedule

Project Status - Describe work accomplished to date.

Design, engineering and construction work has not commenced on this trail section. 75% of th

Anticipated Project Schedule

	Start Date	Finish Date
Planning/Design/Environmental Clearance	1-1-2024	9-30-2024
Right-of-Way Acquisition	1-1-2024	9-30-2024
Utility Relocation	-	-
Construction	10-1-2024	9-30-2025

Part D. Applicant Contact Information

Name	MarkTummons
Title	Director - Parks and Recreation Department
Mailing Address	PO Box 319,Leander TX 78646
Phone	512-528-9909
Email	mtummons@leandertx.gov

Please complete these forms and submit them by April 28, 2023 via email to 2023bonds@wilco.org.



- Legend**
- County Boundary
 - Streets

1:18,056





EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-22-0045 to amend the current zoning of GC-3-C (General Commercial) to adopt the Leander Collective Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one (1) parcel of land approximately 2.97 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R606834 and R606835; and commonly known as 133 and 156 Collective Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-22-0045 as described above.

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

04/13/2023 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

SEC Planning (Mark Baker) on behalf of Ishav Properties, LLC (Sunil Lavani)

RECOMMENDATION:

Staff recommends approval of the Leander Collective Minor PUD. The Planning & Zoning Commission recommended approval of the request during the April 13, 2023 meeting with the condition that the building height is limited to sixty-five (65') feet.

PRESENTER:

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

Attachments

1. Planning Analysis - Leander Collective Minor PUD
2. Current Zoning Map
3. Future Land Use Map
4. Public Notice Map
5. Proposed Zoning Map
6. Aerial Map
7. PUD Notes & Conceptual Site Layout and Land Use Plan
8. Letter of Intent
9. Summary of Neighborhood Communication
10. Minor PUD Redline
11. Ordinance
12. P&Z Minutes



PLANNING ANALYSIS

ZONING CASE Z-22-0045 LEANDER COLLECTIVE MINOR PUD

GENERAL INFORMATION

Owner/Agent: SEC Planning (Mark Baker) on behalf of Ishav Properties, LLC (Sunil Lavani).

Current Zoning: GC-3-A (General Commercial)

Proposed Zoning: Minor Planned Unit Development
Base zoning of GC-3-A (General Commercial)

Size and Location: The property is located at 133 Collective Way, including approximately 2.97 acres.

Staff Contact: Cory Dale, Planner

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to add the additional land use of a Climate Controlled Self Storage.

STAFF CONCLUSIONS

Y N

- ☒ ☐ Does the proposal comply with the intent statements of the Composite Zoning Ordinance? *see page 2*
- ☒ ☐ Does the proposal comply with the goal statements of the Comprehensive Plan? *see page 3*
- ☐ ☒ Does the proposal warrant any other special considerations? none.

SITE INFORMATION:

ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFU-2-B	School and facilities
EAST	HI-5-D	Industrial
SOUTH	GC-3-C	Commercial
WEST	PUD-TH	Leander Collective Phase 2 Townhomes

SURROUNDING AREA:

This property is located approximately 1,000 feet northeast of the intersection of US 183 and Sonny Drive. The tract sites directly south of Leander Middle School. To the east of the tract, across US 183, is TFR Enterprises and to the south is Jardin Del Rey restaurant. The abutting west area is undeveloped but will be future Phase 2 of Leander Collective and feature townhomes.

PHYSICAL AND NATURAL FEATURES:

This property is entirely within the floodplain and contains sparse tree cover.

MAJOR CORRIDORS:

This property has access onto US 183.

TRANSPORTATION PLAN REQUIREMENTS:

The property is within a previously approved site development plan, project number 18-SD-032. This project will include a 10 foot sidewalk along US 183, ROW and construction of a segment to Collective Way linking US 183 with West Drive, drainage improvements, lift station 2 improvements and TIA fee-in-lieu.

SUBDIVISIONS:

This property is platted as Leander Heights Section 1.

EXISTING UTILITIES:

This property has access to water within ROW of US 183. Sewer service will come from lift station number 2, southeast of the tract.

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.

SITE 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.

Applicable Future Land Use categories

URBAN MIXED-USE

- The Urban Mixed-Use future development category contains the areas directly adjacent to Leander Central and Old Town and is envisioned to provide a transition from those higher density/intensity uses to the traditional residential developments nearby. These areas are supportive to the transit-oriented environment of the Central area and will be connected to the Central developments through streets, trails and greenways.

Residential uses include small-lot single family, townhouse, low-density multi-family, and urban lofts. Commercial development can be a mix of urban and local retail and office, restaurants and entertainment, hotels, civic, and related uses.

These areas are envisioned to be developed with a semi-urban character, with some areas developing under the form-based code and others through traditional zoning. Typically, buildings are more street-oriented, with build-to lines, on-street parking or periphery parking, pedestrian and bicycle facilities, and short blocks with high street connectivity.

Desired Mix: 40-100% Residential, 0-60% Non-Residential.

This category is compatible with: SFT, CH, MF, LO, TH, LC, GC and PUD.

GREENWAYS

- The Greenways future development category contains active and passive parkland, trails, and open spaces that have been designated for public use. Greenways are linear parks that serve multiple purposes, including connecting the community and managing stormwater impacts. These spaces are also critical to providing green spaces amidst urban development, for the outdoor enjoyment of residents and workers while connecting public (and private) parks and amenities.

A Leander Greenways network is a framework for a regional destination for people looking for trail activities, a cycling loop system, and active transportation routes to employment centers. From a community perspective, greenways are opportunities for placemaking, including art, historical elements, civic spaces, and wildlife viewing.

Development adjacent to the greenway system should primarily be oriented towards the green space, with buildings fronting public paths, parkway streets providing access, and a public relationship between the

greenway corridor and adjacent private development. Trail connections should be made frequently to adjacent developments to provide access.

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 not needed for this submittal.

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

- No significant changes.

NOTIFICATION

03/23/2023 - Public Notice on Hill Country News

03/29/2023 - Mail Notification to Property Owners within 200'

03/29/2023 - Public Hearing Signage Posted on Property

04/13/2023 - Planning and Zoning Commission Public Hearing

05/04/2023 - City Council Public Hearing & First Reading of the Ordinance

05/18/2023 - City Council Second & Final Reading of the Ordinance

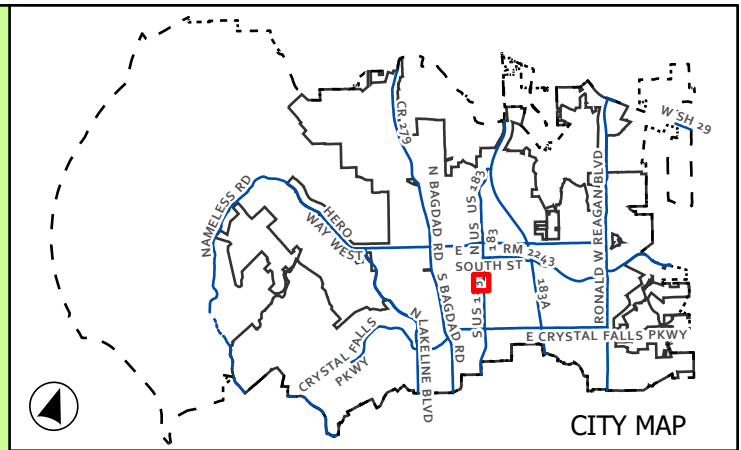
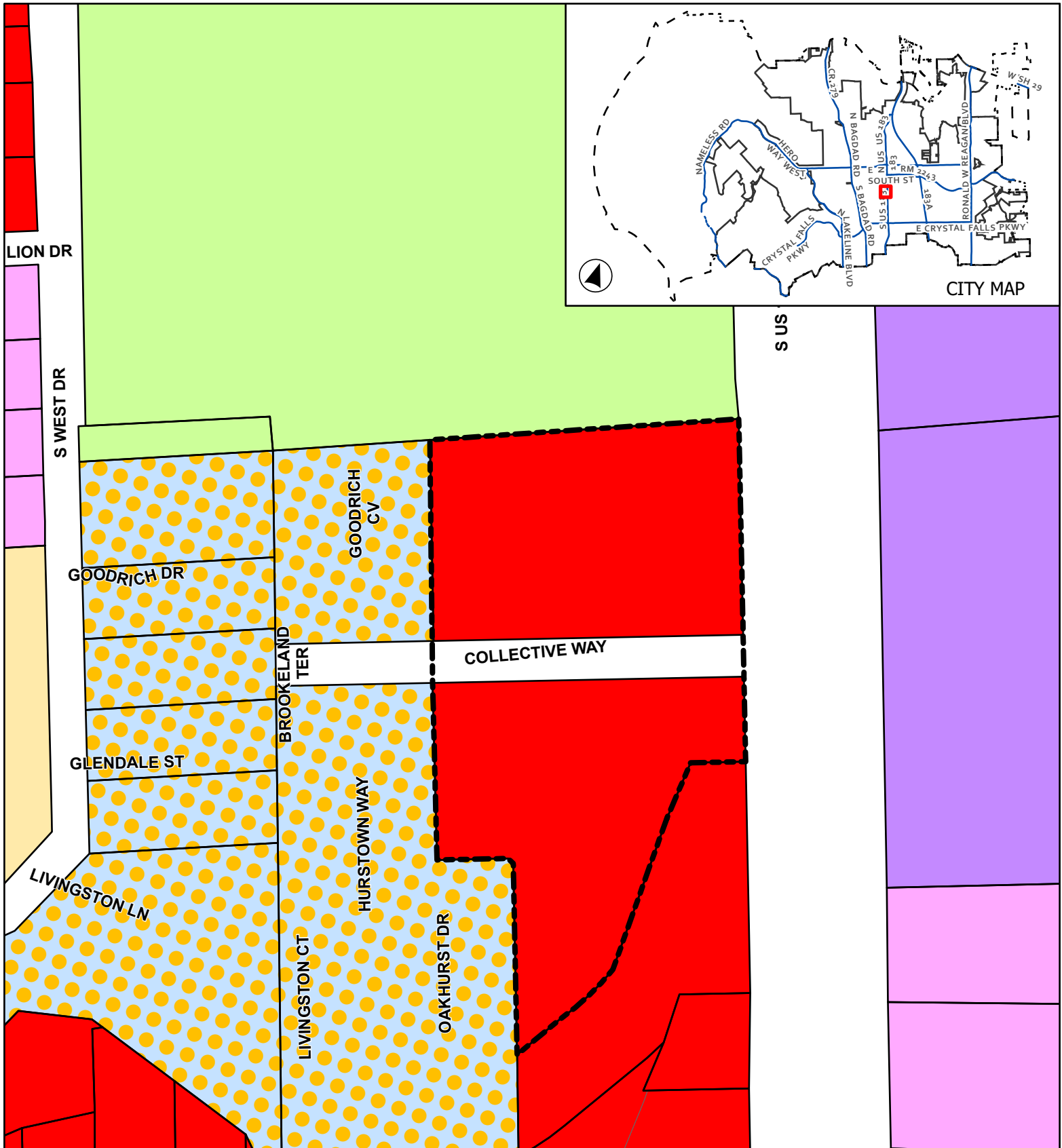
PUBLIC NOTIFICATION:

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

See attachment 9 in the agenda packet for the Neighborhood Outreach summary of communications, example letter and mailing labels.

APPROVAL CRITERIA:

This developer is proposing a Minor PUD in order to allow for a self-service storage facility use with the base zoning of GC-3-A (General Commercial). This Minor PUD includes a waiver to allow a self-storage use that would normally require the HC (Heavy Commercial) or HI (Heavy Industry) use component. All other items such as the Future Land Use designation and Composite Zoning Ordinance are in compliance, therefore staff recommends approval of the request.



CASE: Z-22-0045

ATTACHMENT 2

LEANDER COLLECTIVE

Current Zoning

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

Leander City Limits

SFU - Single-Family Urban

SFU/MH - Single-Family Urban/Manufactured Home

GC - General Commercial

HC - Heavy Commercial

HI - Heavy Industrial

PUD - Townhomes

Subject Boundary

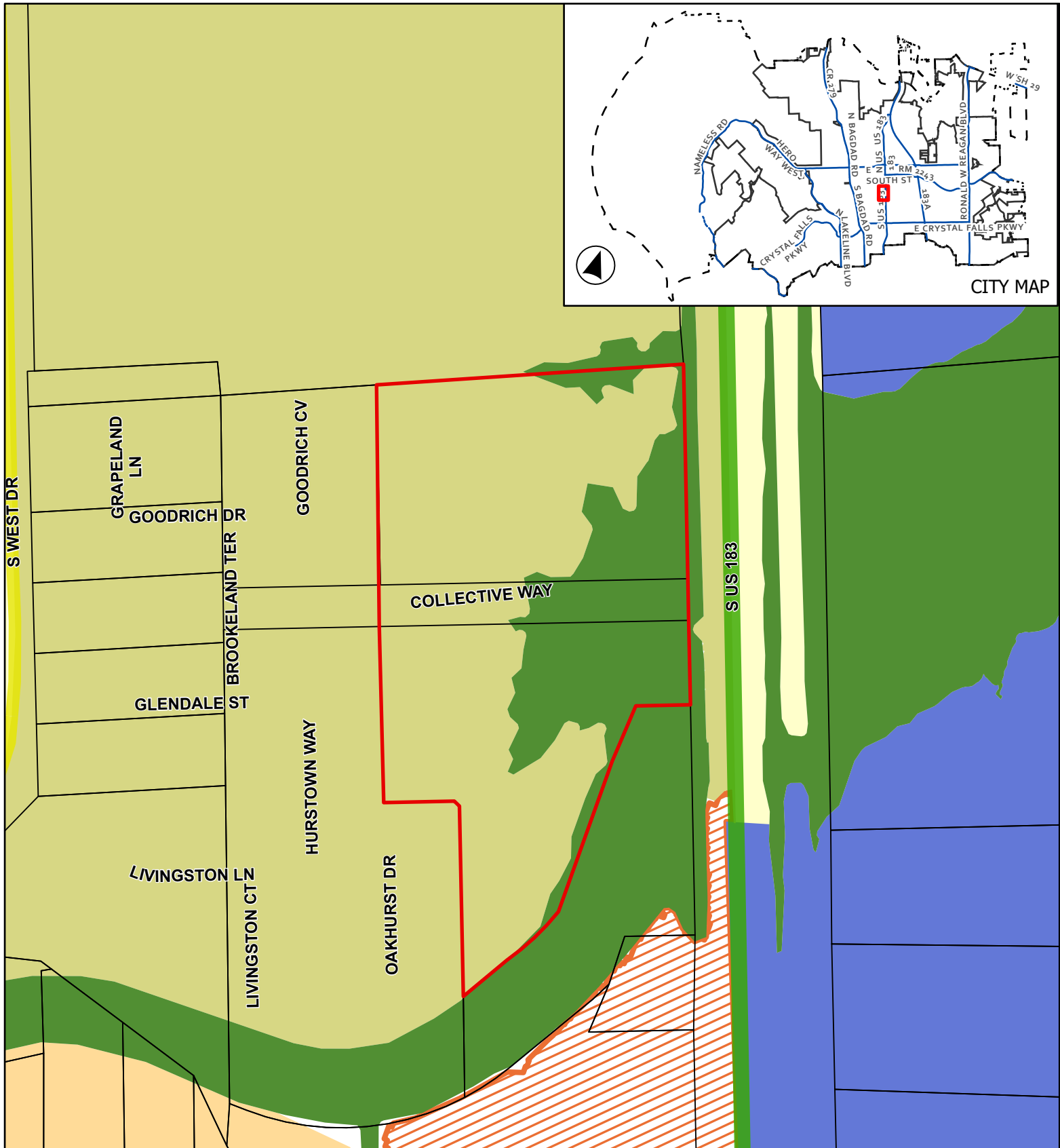
Extra-Territorial Jurisdiction



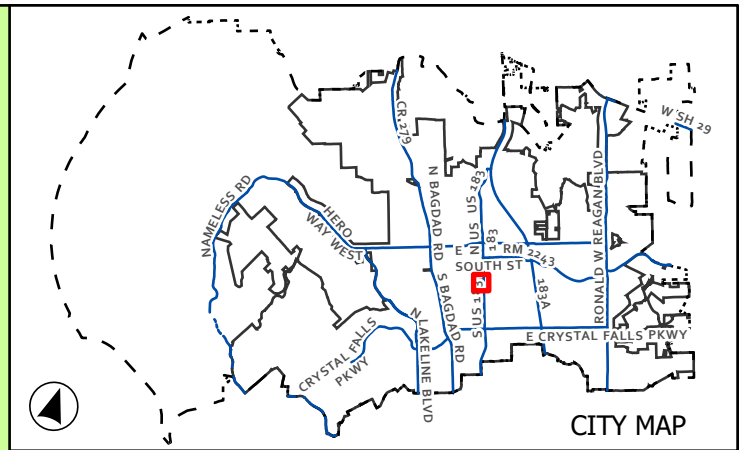
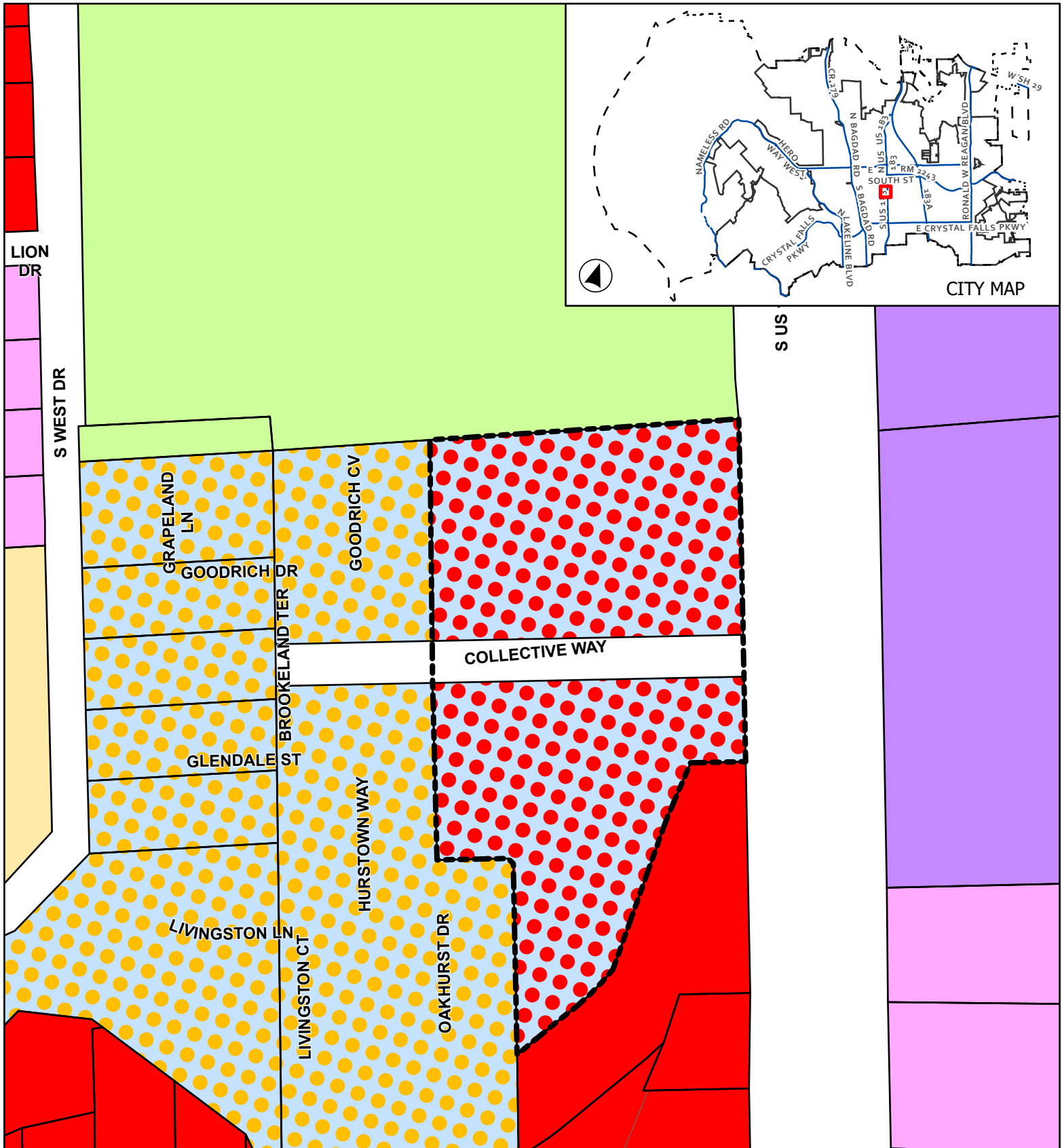
0 65 130



Feet



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CASE: Z-22-0045

ATTACHMENT 5

LEANDER COLLECTIVE

Proposed Zoning

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

Leander City Limits

SFU - Single-Family Urban

SFU/MH - Single-Family Urban/Manufactured Home

GC - General Commercial

HC - Heavy Commercial

HI - Heavy Industrial

PUD - Townhomes

PUD - General Commercial

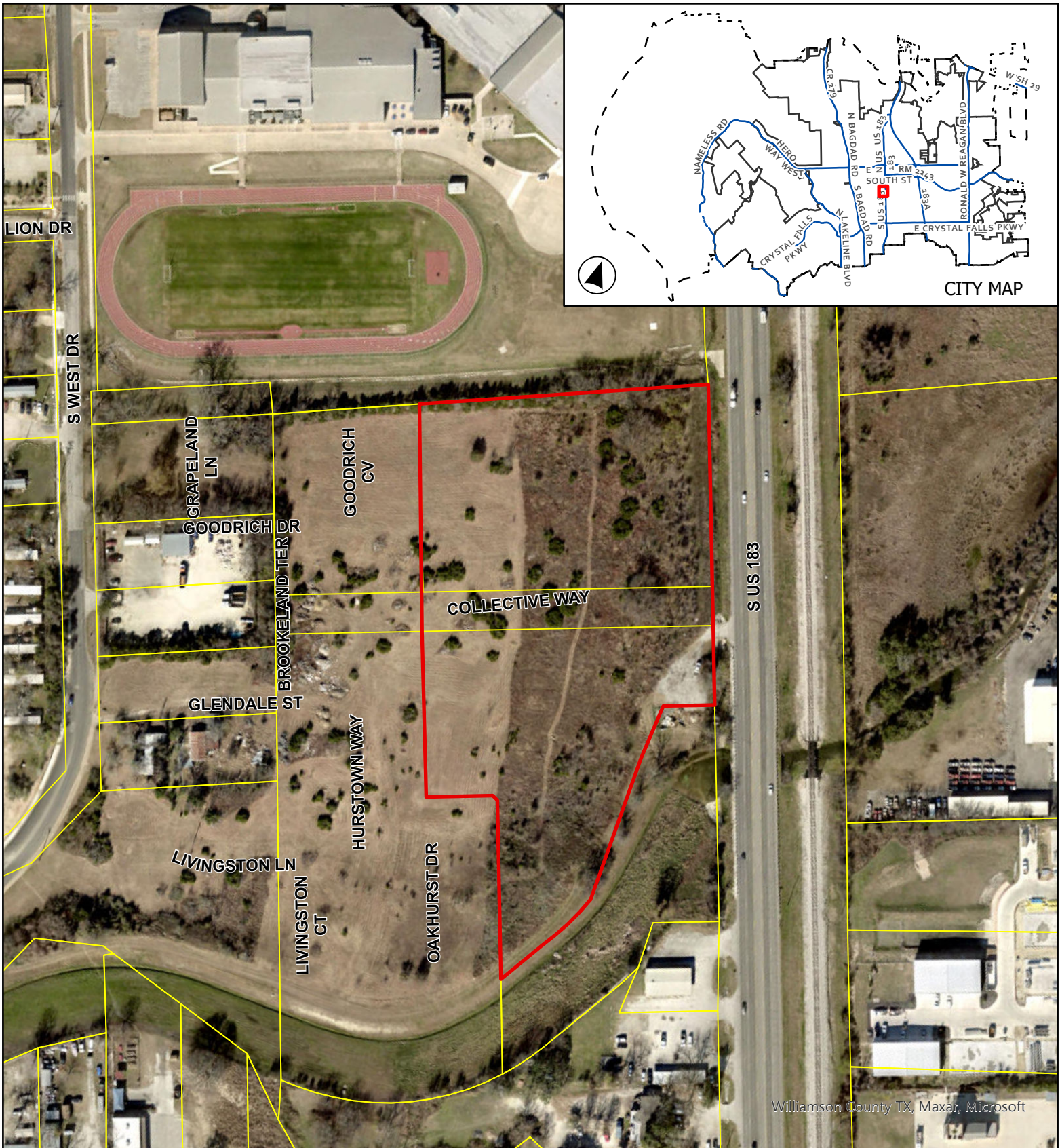
Subject Boundary

Extra-Territorial Jurisdiction



0 65 130

Feet



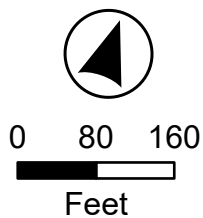
CASE: Z-22-0045

ATTACHMENT 6

LEANDER COLLECTIVE

Aerial Map

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



- Leander City Limits
- Subject Boundary

EXHIBIT A

Leander Collective Minor Planned Unit Development

A. Purpose and Intent

1. The Leander Collective PUD is comprised of approximately 2.97 acres, as shown in **Exhibit B.** The development of this property includes Retail and General Commercial uses along US183 with climate controlled self storage units located behind the highway facing commercial.

B. Applicability and Base Zoning

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

- GC-3-A (General Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include:
 - i) All uses allowed within General Commercial (GC) use component
 - ii) Climate Controlled Self Storage: self-service storage facilities shall be set back at least four hundred (400) feet from the highway. If the exterior surface area of all walls are comprised of one-hundred (100%) percent Masonry and comply with the Type A architectural component, then the self-service storage facility is permitted without the required four hundred (400) foot setback.

EXHIBIT B - Field Notes

Williamson County, Texas
Elijah D. Harmon Survey, Abstract No. 6

2.938 Acres
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 2.938 ACRES OF LAND IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 23A, RESUBDIVISION PLAT OF A PORTION OF LOT 23, BLOCK A, LEANDER HEIGHTS SECTION ONE REPLAT, A SUBDIVISION ACCORDING TO THE PLAT OR MAP OF RECORD IN DOCUMENT NO. 2021058409, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.938 ACRES OF LAND, AS SURVEYED BY HR GREEN DEVELOPMENT TX, LLC, BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "KBGE" found in the west right-of-way line of South U.S. Highway 183, a variable width right-of-way, at the northeast corner of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, at the southeast corner of a certain called 1.065 acre tract described in the Warranty Deed to Leander Independent School District, of record in Volume 527, Page 323, Official Public Records of Williamson County, Texas, at the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S 21°09'07" E, with the west right-of-way line of said South U.S. Highway 183, with the east line of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, same being the east line of the tract described herein, a distance of 304.15 feet to a 1/2-inch iron rod with a cap stamped "HR GREEN" set for the intersection of the north right-of-way line of Collective Way, a 59-foot right-of-way, as shown on said Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, and the west right-of-way line of said South U.S. Highway 183, for the southeast corner of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "KBGE" found in the west right-of-way line of said South U.S. Highway 183, at the southeast corner of Lot 23C, said Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, at the northeast corner of Lot 1, Leander Heights Section 1 Resubdivision of Lot 22, Block A, a subdivision according to the plat or map of record in Cabinet J, Slide 279, Plat Records of Williamson County, Texas, bears S 21°09'07" E, a distance of 504.90 feet;

THENCE S 68°50'53" W, leaving the west right-of-way line of said South U.S. Highway 183, with the north right-of-way line of said Collective Way, with the south line of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, with the south line of the tract described herein, a distance of 435.56 feet to a 1/4-inch iron rod with a plastic cap stamped "HR GREEN" set in the south line of said Lot 23A, Resubdivision Plat of the Lot 23, Block A, Leander Heights Section 1, in the east line of a certain called 13.50 acre tract described in the Special Warranty Deed to 603 US Leander Collective LLC, of record in Document No. 2021130714, Official Public Records of Williamson County, Texas, for the southwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "LJA SURVEYING" found in the south line of Lot 23B, said Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, same being the north line of said Lot 23C, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, at a re-entrant corner of the said 13.50 acre tract, bears S 21°11'52" E, a distance of 308.50 feet;

THENCE N 21°11'52" W, leaving the north right-of-way line of said Collective Way, crossing said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, with the east line of the said 13.50 acre tract, same being the west line of the tract described herein, a distance of 283.40 feet to a 1/2-inch iron rod with a plastic cap stamped "LJA SURVEYING" found in the north line of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, in the south line of the said 1.065 acre tract, at the northeast corner of the said 13.50 acre tract, for the northwest corner of the tract described herein, from which a 1/2-inch iron rod with an illegible plastic cap found in the south line of the said 1.065 acre tract, in the north line of the said 13.50 acre tract, at the northwest corner of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, same being the northeast corner of Lot 1, Leander Heights Section One, a subdivision according to the plat or map of record in Cabinet B, Slide 102, Plat Records of Williamson County, Texas, bears S 66°07'22" W, a distance of 221.51 feet;

THENCE N 66°07'22" E, leaving the northeast corner of the said 13.50 acre tract, with the north line of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, with the south line of the said 1.065 acre tract, with the north line of the tract described herein, a distance of 436.28 feet to the **POINT OF BEGINNING** and containing 2.938 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

Williamson County, Texas
Elijah D. Harmon Survey, Abstract No. 6

2.938 Acres
Page 2 of 4

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of January 2021, July 2022, and January 2023.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of January 2023 A.D.

HR Green Development TX, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LEGEND

●	STAMP	1/2" IRON ROD W/ A PLASTIC CAP FOUND (STAMP NOTED)
○		1/2" IRON ROD W/ A PLASTIC CAP STAMPED "HR GREEN" SET
()		RECORD INFORMATION (PER DOC. NO. 2021058409, O.P.R.W.C.TX.)
(())		RECORD INFORMATION (PER DOC. NO. 2021130714, O.P.R.W.C.TX.)
[]		RECORD INFORMATION (PER VOL.527, PG.323, O.P.R.W.C.TX.)
P.O.B.		POINT OF BEGINNING
O.P.R.W.C.TX.		OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.		PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE,
NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE
MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID,
MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS
0.999863.

FILE No. 1455
PAGE 4 OF 4

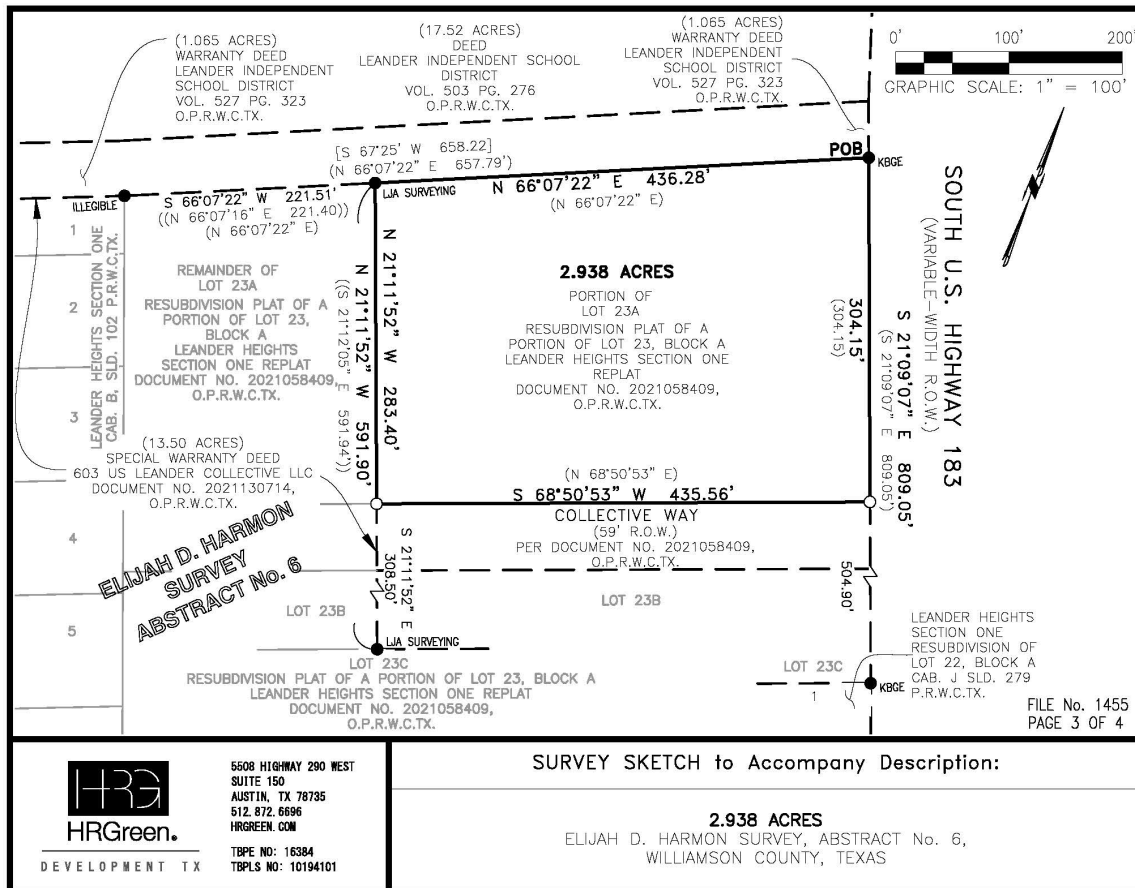


DEVELOPMENT TX

5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HRGREEN.COM
TBPE NO: 16384
TBPLS NO: 10194101

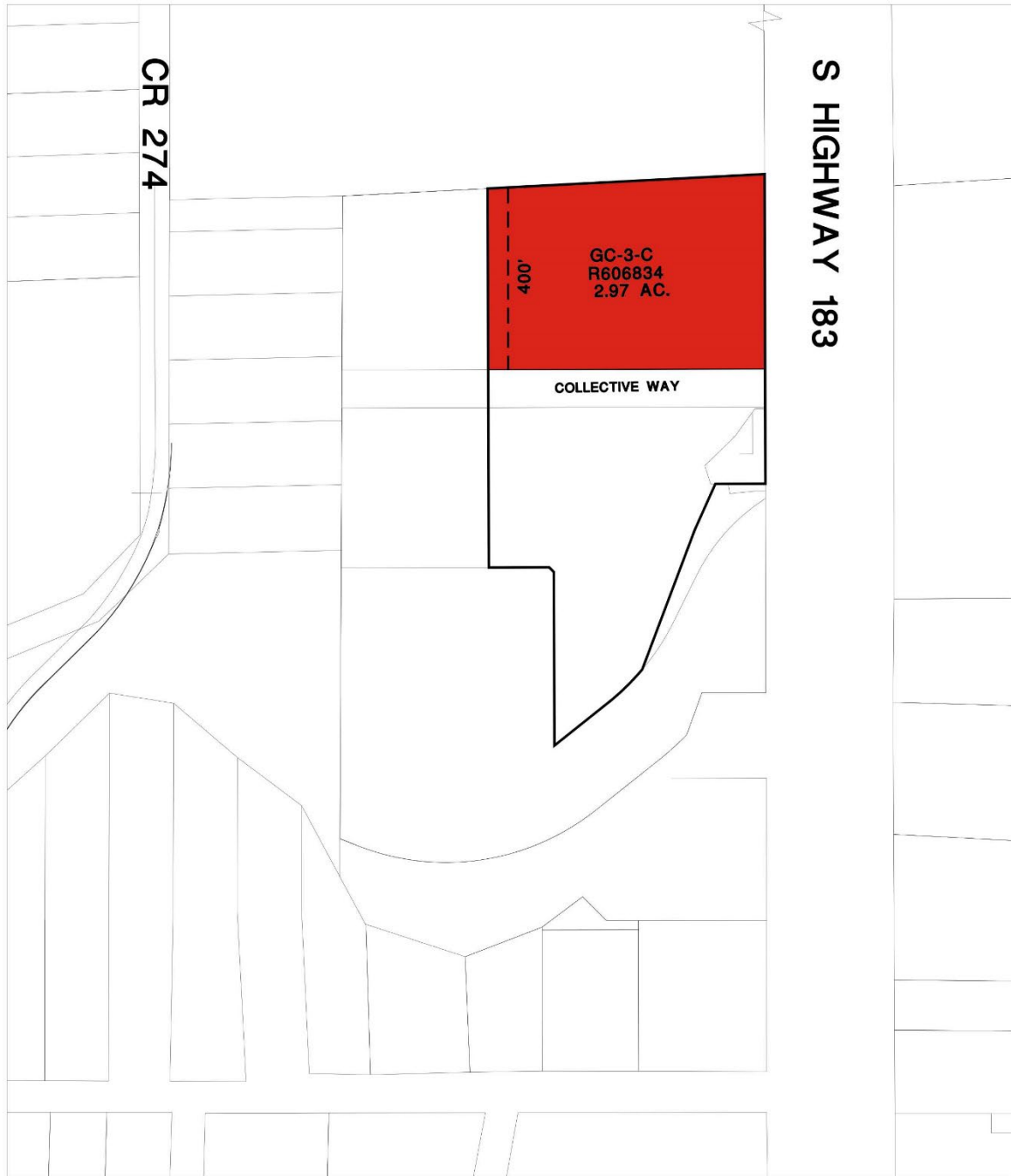
SURVEY SKETCH to Accompany Description:

2.938 ACRES
ELIJAH D. HARMON SURVEY, ABSTRACT No. 6,
WILLIAMSON COUNTY, TEXAS



L:\Projects\1455-Leander Heights Report\600-Survey\607-CADD\TRAC\1455-Leander Collective-Int 23AA Block A-2.938AC.dwg
PLOT DATE: Jun 26, 2023 11:01am

Exhibit C





September 26, 2022

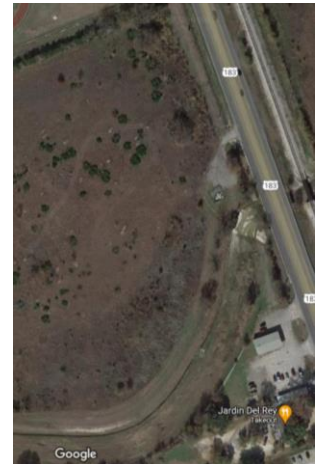
City of Leander Planning Department
104 North Brushy Street
PO Box 319
Leander, Texas 78646-0319

Re: Leander Collective Minor PUD

Please find attached, an application for a Minor PUD Zoning submittal for the Leander Collective Tract located at 133 and 156 Collective Way. The Property to be re-zoned is approximately 5.9 acres in size.

The property has scattered existing trees and is relatively flat in terrain. The southern portion of the property is bound by an existing drainage channel, as seen on the aerial image to the right.

The subject property is currently zoned GC-3-C. The Applicant is requesting a Minor PUD zoning to allow for an additional land use. The base district would remain GC-3-C but would add Climate Controlled Self Storage to the allowable uses. The proposed commercial development would include retail/commercial/restaurant uses along the frontage of US183 with climate controlled self storage located behind the retail building per the conceptual rendering included below.



Waivers or unique standards proposed as part of this Minor PUD include the following:

- Climate Controlled Self Storage as an additional allowable use

Additional information and specific regulations describing the Project are contained within the attached Leander Collective PUD. Thank you for considering this zoning proposal.



Sincerely,

Mark Baker, ASLA
Principal

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.

Please see the attached 500' notifications PDF

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

The owner directly to the west of the property is the owner of the property being proposed to be rezoned. All other property owners are to be notified via neighborhood communication letter upon application approval.

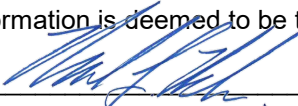
3. What concerns were raised during these communications?

No concerns have been raised.

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

N/A as no concerns were raised.

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

Signature:  Date November 3, 2022



October 3, 2022

Postal Address for neighbors within 500'

Re: Leander Collective Minor PUD

Dear Mr. / Mrs. ????,

This letter is for the purpose of notifying you of a nearby development being proposed at 133 and 156 Collective Way. The property is to be re-zoned to allow for additional land use and the area is approximately 5.9 acres in size.

The subject property is currently zoned GC-3-C. The Applicant is requesting a Minor PUD zoning to allow for an additional land use. The base district would remain GC-3-C but would add Climate Controlled Self Storage to the allowable uses. The proposed commercial development would include retail/commercial/restaurant uses along the frontage of US183 with climate controlled self storage located behind the retail building per the conceptual rendering included below.



If you would like to discuss this project in greater detail or ask any questions related to this submittal to the City of Leander, please contact me at 512-751-5240 or mbaker@secplanning.com

Thank you for your time and for reaching out to discuss any comments or concerns you may have regarding this project.

Sincerely,

Mark Baker
Principal

#	Parcel Number	Owners	Site Address	Owner Address	State	City	Zip
1	R036523	TFR Realty LP	HWY 183, LEANDER, TX 78641	601 Leander Dr ATTN: Julie & Tipton Rowland	Texas	Leander	78641-2026
2	R036522	TFR Realty LP	601 LEANDER DR, LEANDER, TX 78641	601 Leander Dr ATTN: Julie & Tipton Rowland	Texas	Leander	78641-2026
3	R036521	D & R CAPITAL LLC	605 LEANDER DR, LEANDER, TX 78641	12999 Murphy Rd #BLDG J	Texas	Stafford	77477
4	R373147	D & R CAPITAL LLC	LEANDER DR, LEANDER, TX 78641	12999 Murphy Rd #BLDG J	Texas	Stafford	77477
5	R322611	Jaimes, Tanquilino	603 183 HWY S, LEANDER, TX 78641	703 S Hwy 183	Texas	Leander	78641
6	R525562	Jardin Del Rey INC	703 S HWY 183, LEANDER, TX 78641	703 S Hwy 183	Texas	Leander	78641 - 1830
7	R525563	Jardin Del Rey INC	S HWY 183, LEANDER, TX 78641	703 S Hwy 183	Texas	Leander	78641 - 1830
8	R362986	7-ELEVEN	707 183 HWY S, LEANDER, TX 78641	1722 ROUTH ST #STE 1000	Texas	Dallas	75201 - 2506
9	R525567	GOLDEN FIELD ENTERPRISES LLC	105 SONNY DR, LEANDER, TX 78641	PO BOX 993	Texas	Leander	78646-0993
10	R036410	UNITED STATES POSTAL SERVICE	801 S HWY 183, LEANDER, TX 78641	FACILITIES SERVICE OFFICE PO BOX 667180	Texas	Dallas	75266-7180
11	R036230	HILL, BECKY & LARRY	107 SONNY DR, LEANDER, TX 78641	913 E WRINKLER ST	Texas	Kermit	79745-3643
12	R083476	CHURCH OF GOD OF LEANDER	202 SONNY DR, LEANDER, TX 78641	PO BOX 456	Texas	Leander	78646-0456
13	R083473	CHURCH OF GOD OF LEANDER	803 LACY DR, LEANDER, TX 78641	PO BOX 456	Texas	Leander	78646-0456
14	R036409	AUSTINVESTCO LLC	805 LACY DR, LEANDER, TX 78641	609 HORIZON PARK BLVD	Texas	Leander	78641
15	R036372	VOLZ, JAMES	804 GLASS DR, LEANDER, TX 78641	1510 HOUSTON ST	Texas	Laredo	78040-4935
16	R036371	MATUSEK, FRANK J JR & BOBBIE CYLESS	800 GLASS DR, LEANDER, TX 78641	807 HORIZON PARK BLVD	Texas	Leander	78641
17	R036229	MASONIC LODGE #336 NORTON MOSES	201 SONNY DR, LEANDER, TX 78641	PO BOX 586	Texas	Leander	78646-0586
18	R036228	CASTILLO, LUIS M & OLGA BEATRIZ	SONNY DR, LEANDER, TX 78641	15344 ENGLISH RIVER LOOP	Texas	Leander	78641-3316
19	R036227	CASTILLO, LUIS M & OLGA BEATRIZ	SONNY DR, LEANDER, TX 78641	15344 ENGLISH RIVER LOOP	Texas	Leander	78641-3316
20	R036226	CASTILLO, LUIS M & OLGA BEATRIZ	207 SONNY DR, LEANDER, TX 78641	15344 ENGLISH RIVER LOOP	Texas	Leander	78641-3316
21	R036221	603 US 183 Leander Collective LLC	WEST DR, LEANDER, TX 78641	311 W 5th St	Texas	Austin	78701-2997
22	R036220	603 US 183 Leander Collective LLC	600 WEST DR, LEANDER, TX 78641	311 W 5th St	Texas	Austin	78701-2997
23	R036219	603 US 183 Leander Collective LLC	514 S WEST DR, LEANDER, TX 78641	311 W 5th St	Texas	Austin	78701-2997
24	R036218	603 US 183 Leander Collective LLC	510 WEST DR, LEANDER, TX 78641	311 W 5th St	Texas	Austin	78701-2997
25	R036216	603 US 183 Leander Collective LLC	510 WEST DR, LEANDER, TX 78641	311 W 5th St	Texas	Austin	78701-2997
26	R036215	603 US 183 Leander Collective LLC	506 WEST DR, LEANDER, TX 78641	311 W 5th St	Texas	Austin	78701-2997
27	R606641	Leander ISD	WEST DR, LEANDER, TX 78641	BOARD OF TRUSTEES PO BOX 218	Texas	Leander	78646-0218
28	R103116	Leander ISD Trustee	300 WEST STREET S, LEANDER, TX 78641	PO BOX 218	Texas	Leander	78646 - 0218

EXHIBIT A

Leander Collective Minor Planned Unit Development

A. Purpose and Intent

1. The Leander Collective PUD is comprised of approximately 2.97 acres, as shown in **Exhibit B**. The development of this property includes Retail and General Commercial uses along US183 with climate controlled self storage units located behind the highway facing commercial.

B. Applicability and Base Zoning

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

- GC-3-A (General Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include:
 - i) All uses allowed within General Commercial (GC) use component
 - ii) Climate Controlled Self Storage: self-service storage facilities shall be set back at least four hundred (400) feet from the highway. If the exterior surface area of all walls are comprised of one-hundred (100%) percent Masonry and comply with the Type A architectural component, then the self-service storage facility is permitted without the required four hundred (400) foot setback.
2. Building height shall be limited to thirty-five (35') feet. If the developer chooses to take advantage of masonry incentives listed in Article VIII, Section 9 of the Composite Zoning Ordinance, the height shall be limited to sixty-five (65') feet.

EXHIBIT B - Field Notes

Williamson County, Texas
Elijah D. Harmon Survey, Abstract No. 6

2.938 Acres
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 2.938 ACRES OF LAND IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 23A, RESUBDIVISION PLAT OF A PORTION OF LOT 23, BLOCK A, LEANDER HEIGHTS SECTION ONE REPLAT, A SUBDIVISION ACCORDING TO THE PLAT OR MAP OF RECORD IN DOCUMENT NO. 2021058409, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.938 ACRES OF LAND, AS SURVEYED BY HR GREEN DEVELOPMENT TX, LLC, BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "KBGE" found in the west right-of-way line of South U.S. Highway 183, a variable width right-of-way, at the northeast corner of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, at the southeast corner of a certain called 1.065 acre tract described in the Warranty Deed to Leander Independent School District, of record in Volume 527, Page 323, Official Public Records of Williamson County, Texas, at the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S 21°09'07" E, with the west right-of-way line of said South U.S. Highway 183, with the east line of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, same being the east line of the tract described herein, a distance of 304.15 feet to a 1/2-inch iron rod with a cap stamped "HR GREEN" set for the intersection of the north right-of-way line of Collective Way, a 59-foot right-of-way, as shown on said Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, and the west right-of-way line of said South U.S. Highway 183, for the southeast corner of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "KBGE" found in the west right-of-way line of said South U.S. Highway 183, at the southeast corner of Lot 23C, said Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, at the northeast corner of Lot 1, Leander Heights Section 1 Resubdivision of Lot 22, Block A, a subdivision according to the plat or map of record in Cabinet J, Slide 279, Plat Records of Williamson County, Texas, bears S 21°09'07" E, a distance of 504.90 feet;

THENCE S 68°50'53" W, leaving the west right-of-way line of said South U.S. Highway 183, with the north right-of-way line of said Collective Way, with the south line of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, with the south line of the tract described herein, a distance of 435.56 feet to a 1/2-inch iron rod with a plastic cap stamped "HR GREEN" set in the south line of said Lot 23A, Resubdivision Plat of the Lot 23, Block A, Leander Heights Section 1, in the east line of a certain called 13.50 acre tract described in the Special Warranty Deed to 603 US Leander Collective LLC, of record in Document No. 2021130714, Official Public Records of Williamson County, Texas, for the southwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "LJA SURVEYING" found in the south line of Lot 23B, said Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, same being the north line of said Lot 23C, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, at a re-entrant corner of the said 13.50 acre tract, bears S 21°11'52" E, a distance of 308.50 feet;

THENCE N 21°11'52" W, leaving the north right-of-way line of said Collective Way, crossing said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, with the east line of the said 13.50 acre tract, same being the west line of the tract described herein, a distance of 283.40 feet to a 1/2-inch iron rod with a plastic cap stamped "LJA SURVEYING" found in the north line of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, in the south line of the said 1.065 acre tract, at the northeast corner of the said 13.50 acre tract, for the northwest corner of the tract described herein, from which a 1/2-inch iron rod with an illegible plastic cap found in the south line of the said 1.065 acre tract, in the north line of the said 13.50 acre tract, at the northwest corner of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, same being the northeast corner of Lot 1, Leander Heights Section One, a subdivision according to the plat or map of record in Cabinet B, Slide 102, Plat Records of Williamson County, Texas, bears S 66°07'22" W, a distance of 221.51 feet;

THENCE N 66°07'22" E, leaving the northeast corner of the said 13.50 acre tract, with the north line of said Lot 23A, Resubdivision Plat of Lot 23, Block A, Leander Heights Section 1, with the south line of the said 1.065 acre tract, with the north line of the tract described herein, a distance of 436.28 feet to the **POINT OF BEGINNING** and containing 2.938 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

Williamson County, Texas
Elijah D. Harmon Survey, Abstract No. 6

2.938 Acres
Page 2 of 4

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of January 2021, July 2022, and January 2023.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of January 2023 A.D.

HR Green Development TX, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735



Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LEGEND

●	STAMP	1/2" IRON ROD W/ A PLASTIC CAP FOUND (STAMP NOTED)
○		1/2" IRON ROD W/ A PLASTIC CAP STAMPED "HR GREEN" SET
()		RECORD INFORMATION (PER DOC. NO. 2021058409, O.P.R.W.C.TX.)
(())		RECORD INFORMATION (PER DOC. NO. 2021130714, O.P.R.W.C.TX.)
[]		RECORD INFORMATION (PER VOL.527, PG.323, O.P.R.W.C.TX.)
P.O.B.		POINT OF BEGINNING
O.P.R.W.C.TX.		OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.		PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE,
NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE
MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID,
MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS
0.999863.

FILE No. 1455
PAGE 4 OF 4

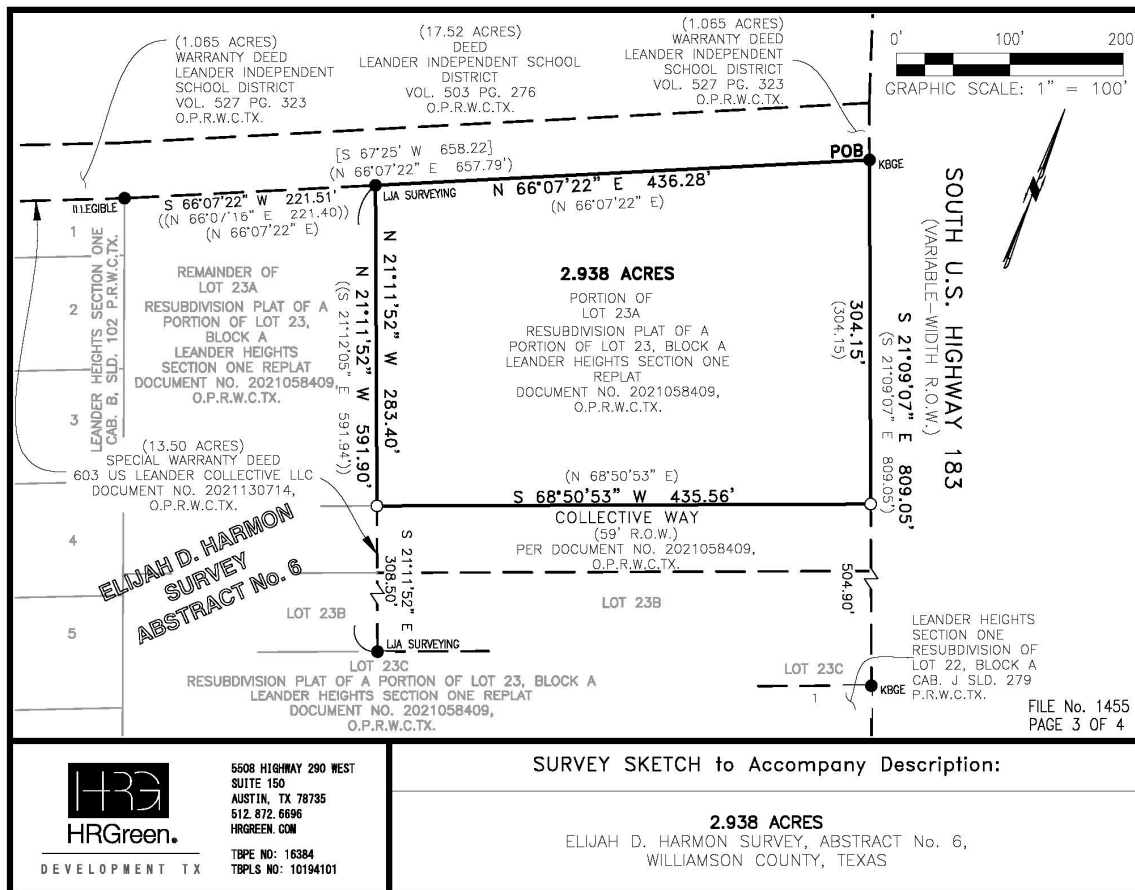


DEVELOPMENT TX

5508 HIGHWAY 290 WEST
SUITE 150
AUSTIN, TX 78735
512.872.6696
HARGREEN.COM
TBPE NO: 16384
TBPLS NO: 10194101

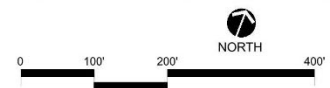
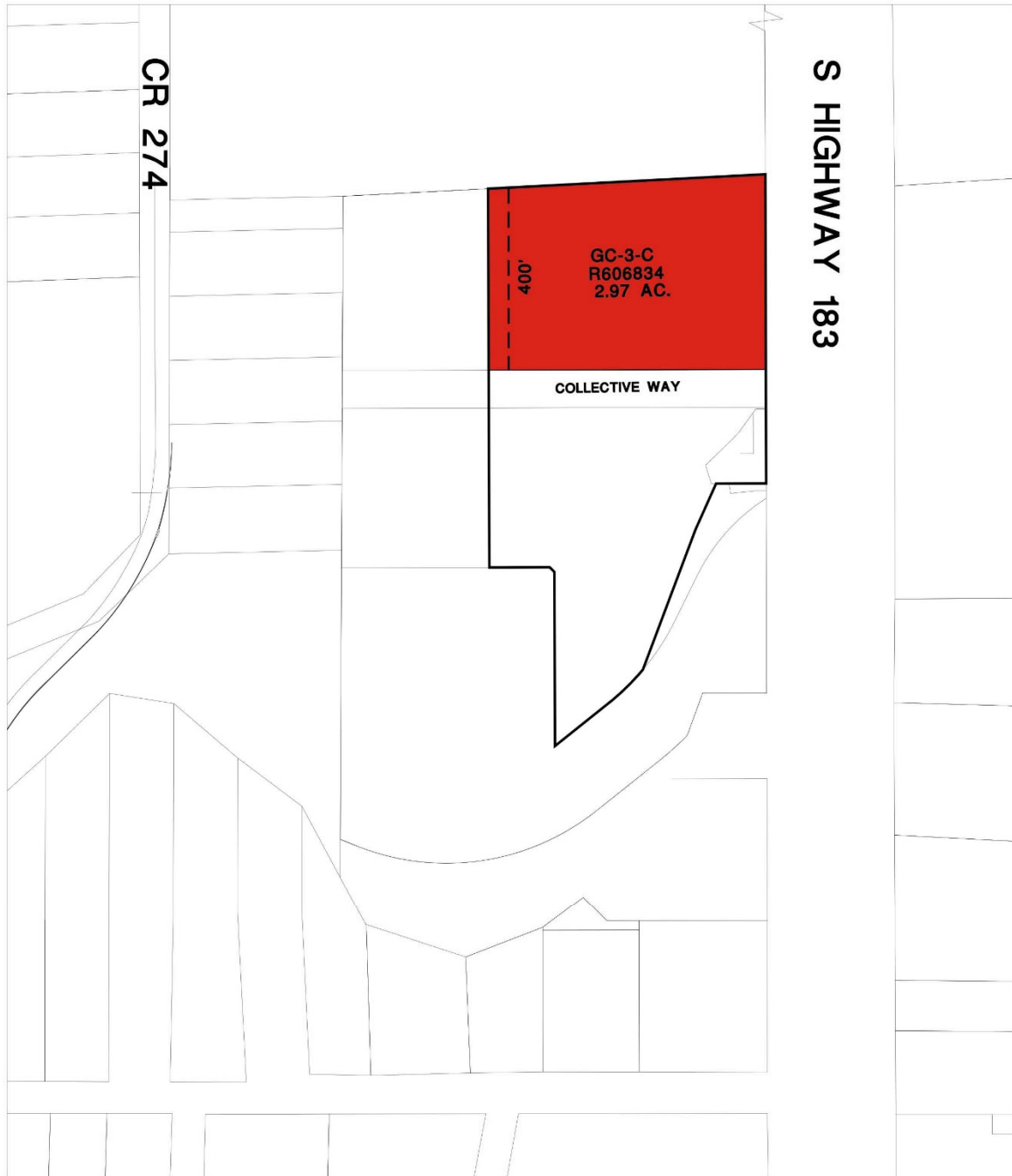
SURVEY SKETCH to Accompany Description:

2.938 ACRES
ELIJAH D. HARMON SURVEY, ABSTRACT No. 6,
WILLIAMSON COUNTY, TEXAS



L:\Projects\1455-Leander Heights Report\100-Survey\007-CADD\TRAC\1455-Leander Collective-Lot 23A Block A-2.938AC.dwg
PLOT DATE: Jan 26, 2023 11:00am

Exhibit C



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE LEANDER COLLECTIVE MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-3-A (GENERAL COMMERCIAL); 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 2.97 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification numbers R606834 and R606835; more particularly described in Instrument Number 2021130714 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Leander Collective Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 4th day of May, 2023.
FINALLY PASSED AND APPROVED on this the 18th day of May, 2023.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

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

April 13, 2023 at 6:00 PM



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

Place 5 – James Oliver
Place 6 – Laura Lantrip, *Vice-Chair*
Place 7 – Rick Carpenter

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

1. Call to Order at 6:00 p.m.
2. Roll Call.
All present except Commissioner John Cosgrove.
3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the April 6, 2023 meeting.
4. Review of meeting protocol.
5. Citizen Comments: Three (3) minutes allowed per speaker.
No one wished to speak.

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case FP-21-0027 regarding Bar W Ranch W Phase 7 Final Plat on seven parcels of land approximately 53.236 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R619954, R619953, R619974, R032261, R032261, R539741, and R539743; generally located north west of Stamp Iron Ave. and Ronald W. Reagan Blvd., Leander, Williamson County, Texas.
7. Approval of Subdivision Case SFP-22-0011 regarding Quiktrip #4160 Short Form Final Plat on one parcel of land approximately 1.89 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R491080; generally located to the east of the intersection of Kauffman Loop and State Highway 29, Leander, Williamson County, Texas.

8. Approval of Minutes.

Motion made by Commissioner Rick Carpenter to approve the Consent Agenda Items 6-8, seconded by Commissioner Ron May.

6-0

PUBLIC HEARING: ACTION

9. Conduct a Public Hearing regarding Subdivision Case CP-22-0014 to adopt the Sullivan Tract Concept Plan on nine parcels of land approximately 308.288 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R022741, R022921, R022922, R356046, R473837, R022923, R473838, R473839, and R022920; generally located west of the intersection of N Bagdad Rd. and Oak Creek Rd., Leander, Williamson County, Texas.

These citizens spoke in person and were against:

Kristi France - 2216 Live Oak Rd
Richard Counts - 3412 Whitt Creek Trail
Boyd Henry - Co Rd 279
Crystal Escue - 3313 Whitt Park Path
Chrystal Pardue - 3312 Whitt Creek Trail

These citizens did not speak but wanted their position read into the record. Their position was against this item:

Keith Mitchel - 3201 Whitt Park Path
Rebecca Mitchel - 3201 White Park Path

These citizens submitted their comments via email and were read by the Commission. Their position was read into the record and their position was against this item:

Nicholas Rold - 2012 Live Oak Rd
Lance Dawes - 3205 Whitt Park Path

No one spoke in favor.

- Discuss and consider action regarding Subdivision Case CP-22-0014 as described above.

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the Concept Plan.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Commissioner James Oliver, Commissioner Ron May, Chair Donnie Mahan

6 - 0 Passed

10. Conduct a Public Hearing regarding Subdivision Case CP-22-0016 and Variance Case VA-23-0010 to adopt the Shops at Bagdad Square Concept Plan, Preliminary Plat and Variance on one parcel of land approximately 4.672 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R519003; generally located north east of the intersection of S. Bagdad Rd. and Marsala Circle, Leander, Williamson County, Texas.

Jeffrey Smith at 600 CR 281 spoke against this item.

No one spoke in favor.

- Discuss and consider action regarding Subdivision Case CP-22-0016 and Variance Case VA-23-0010 as described above.

Motion made by Vice Chair Laura Lantrip, seconded by Commissioner Deirdre Moss to approve the Concept Plan and Variance.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Commissioner James Oliver, Commissioner Ron May, Chair Donnie Mahan

6 - 0 Passed

11. Conduct a Public Hearing regarding Subdivision Case CP-22-0018 to adopt the Leander Independent School District Elementary No. 30 Concept Plan and Preliminary Plat on one parcel of land approximately 31.417 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R624045; generally located north west of the intersection of W. San Gabriel Pkwy and Frontenac St., Leander, Williamson County, Texas.

No one spoke for or against.

- Discuss and consider action regarding Subdivision Case CP-22-0018 as described above.

Motion made by Commissioner Ron May, seconded by Commissioner James Oliver to approve the Concept Plan.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Commissioner James Oliver, Commissioner Ron May, Chair Donnie Mahan

6 - 0 Passed

12. Conduct a Public Hearing and consider action regarding Zoning Case Z-22-0045 to amend the current zoning of GC-3-C (General Commercial) to adopt the Leander Collective Minor PUD (Planned Unit Development) with the base zoning district of GC-3-A (General Commercial) on one parcel of land approximately 2.97 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R606834 and R606835; and commonly known as 133 and 156 Collective Way, Leander, Williamson County, Texas.

No one spoke for or against.

- Discuss and consider action regarding Zoning Case Z-22-0045 as described above.

Motion made by Chair Donnie Mahan, seconded by Vice Chair Laura Lantrip to approve the Zoning request with the condition that the building height is limited to 65 feet.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Commissioner James Oliver, Commissioner Ron May, Chair Donnie Mahan

6 - 0 Passed

0. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0059 to adopt the Northline PUD Amendment #2 (Planned Unit Development) to update VI Chapter 6, A, 14 and add Exhibit L to the Northline PUD on one parcel of land approximately 12.718 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R458187; and generally located to the southwest of the intersection of San Gabriel Pkwy and Main Street, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-23-0059 as described above.

WITHDRAWN BY APPLICANT

13. Conduct a Public Hearing regarding Zoning Case Z-23-0060 to amend the current zoning of SFR-1-B (Interim Single-Family Rural) to SFR-2-B (Single-Family Rural) on one parcel of land approximately 12.396 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R605507; located to the west of the intersection of CR 281 and N. Bagdad Road, Leander, Williamson County, Texas.

Deborah Kinnison at 500 CR 281 spoke against.
No one spoke in favor.

- Discuss and consider action regarding Zoning Case Z-23-0066 as described above.

Motion made by Commissioner Ron May, seconded by Vice Chair Laura Lantrip to approve the Zoning request.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Commissioner James Oliver, Commissioner Ron May, Chair Donnie Mahan

6 - 0 Passed

REGULAR AGENDA

14. Discuss and consider action regarding Subdivision Case PP-22-0019 regarding Gabriel's Horn Preliminary Plat on 4 parcels of land approximately 17.82 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R473804, R500871, R500872, and R022218; generally located at the northwest corner of Ronald W Reagan Blvd and Gabriel's Horn Rd, Leander, Williamson County, Texas.

Motion made by Commissioner James Oliver, seconded by Commissioner Ron May to approve the Preliminary Plat.

AYE: Commissioner Deirdre Moss, Vice Chair Laura Lantrip, Commissioner Rick Carpenter, Chair Donnie Mahan, Commissioner James Oliver, Commissioner Ron May

6 - 0 Passed

15. Adjournment at 6:57 p.m.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY

Veronica Tovar

From: PCR <leander-tx@municodeweb.com>
Sent: Wednesday, April 12, 2023 10:48 AM
To: Dara Crabtree <dcrabtree@leandertx.gov>
Subject: Public Comments Request

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Submitted on Wednesday, April 12, 2023 - 10:47am Form: Public Comments Request Form ID: 15331 Submission ID: 138620 Submitted values are:

Full Name Nicholas Rold

Do you live within Leander city limits? Yes

Home Address 2012 Live Oak Rd.

Phone Number 2089124853

My comments apply to the following regular meeting: Planning and Zoning Commission

My comments apply to the following meeting date Thu, 04/13/2023

My agenda item or case number CP-22-0014

My position on the above agenda item or case number I am AGAINST this item.

I want to include comments at the meeting Yes. But I only want my written comments added to the meeting record.

My comments (optional)

I am highly concerned about the increased traffic on Live Oak Rd. west of CR279 that would result from approval of this subdivision. If a subdivision for this tract should be approved, it needs to include direct access to main roads without going through the Whitt Ranch subdivision.

I want to upload a file with this form No

The results of this submission may be viewed at: <https://www.leandertx.gov/node/15331/submission/138620>

■

Veronica Tovar

From: PCR <leander-tx@municodeweb.com>
Sent: Wednesday, April 12, 2023 11:15 AM
To: Dara Crabtree <dcrabtree@leandertx.gov>
Subject: Public Comments Request

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Submitted on Wednesday, April 12, 2023 - 11:15am Form: Public Comments Request Form ID: 15331 Submission ID: 138621 Submitted values are:

Full Name Lance Dawes

Do you live within Leander city limits? Yes

Home Address 3205 Whitt Park Path

Phone Number 5128265737

My comments apply to the following regular meeting: City Council

My comments apply to the following meeting date Wed, 04/12/2023

My agenda item or case number CP-22-0014

My position on the above agenda item or case number I am AGAINST this item.

I want to include comments at the meeting Yes. But I only want my written comments added to the meeting record.

My comments (optional)

This is a horrible idea to make Live Oak at Bagdad whitt ranch entrance into an entrance for a new neighborhood. This is more or less a small private neighborhood. The residents who purchased lots and built homes in this neighborhood did so with the understanding that there would be minimal traffic because the neighborhood is only 75 or so 1 acre lots. A better idea would be for the developer to purchase land off of Bagdad on the north or south of went Ranch and create a separate entrance off of Bagdad

I want to upload a file with this form No

The results of this submission may be viewed at: <https://www.leandertx.gov/node/15331/submission/138621>

▪



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-23-0060 to amend the current zoning of SFR-1-B (Interim Single-Family Rural) to SFR-2-B (Single-Family Rural) on one (1) parcel of land approximately 12.396 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R605507; located to the west of the intersection of CR 281 and N. Bagdad Road, Leander, Williamson County, Texas. **[THIS ITEM WAS WITHDRAWN BY APPLICANT]**

BACKGROUND:

This request is the second step in the zoning process.

HISTORY/TIMELINE:

02/03/2023 – Annexation

04/13/2023 – Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Southwest Land Services, Inc. (David Singleton) on behalf of B Twisted, LLC (Craig Beaver)

PRESENTER:

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

Attachments

1. Postponment Letter

SOUTHWEST
LAND SERVICES, INC.

April 25, 2023

City of Leander
Ms. Robin Griffin, Director of
Brushy Street
Leander, TX 78641

RE: Z-23-0060
B-Twisted Zoning - Postpone Request

Ms. Griffin,

Please accept this letter as my clients official request to postpone the public hearing at the City Council until May 18th. The delay is due to me being scheduled to be out of town on May 4th, which is the originally scheduled date and my client preferring me to attend on his behalf.

Thank you for your consideration.

Best,



David Singleton

cc: Craig Beaver, Owner



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0059 to adopt the Northline PUD Amendment #2 (Planned Unit Development) to update VI Chapter 6, A, 14 and add Exhibit L to the Northline PUD on one (1) parcel of land approximately 12.718 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R458187; and generally located to the southwest of the intersection of San Gabriel Parkway and Main Street, Leander, Williamson County, Texas. **[THIS ITEM WAS WITHDRAWN BY APPLICANT]**

BACKGROUND:

This request was withdrawn by the applicant prior to the public hearing before the Planning & Zoning Commission.

APPLICANT/AGENT:

Northline Leander Development Company, LP (Alex Tynberg)

PRESENTER:

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

Attachments

1. Letter Withdrawing the zoning case



Alex Tynberg, Manager

Northline Leander Development Company, LP

2601 Wooldridge Drive

Austin, Texas 78703

(512) 496-5373

atynberg@tynberg.com

March 29, 2023

Robin M. Griffin, AICP
Executive Director of Development Services
City of Leander
201 N. Brushy Street
Leander, TX 78641

RE: Northline PUD Amendment #2

Dear Ms. Griffin:

Northline Leander Development Company, LP is withdrawing PUD Amendment #2 to modify Section VI(A)(14) 6.7.1 of the Northline PUD Ordinance.

We thank you for your time and the other City staff's time in reviewing and coordinating this process to this juncture.

Best regards,

Alex Tynberg
Manager
Northline Leander Development Company, LP



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Discuss and consider action on ratifying the City Manager's appointment of Edna Staudt as Municipal Court Associate Judge No. 3 and administer oath of office.

BACKGROUND:

Section 7.11(a) of the City's Home Rule Charter states that, *"the municipal judge and the associate judges authorized by council shall be appointed by the city manager. They shall be compensated as recommended by the city manager and approved by the city council."*

Ms. Staudt would be the Court's third associate judge. Mark Goodner has served in this capacity since 2016 and Jana McCown since 2021. Having three (3) associate judges, in addition to the Presiding Judge, will help with scheduling court dockets and other magistrate duties. Associate Judges are paid an hourly rate of \$125.00 and are used intermittently as needed. However, Presiding Judge Cathy Riedel's term ends on May 7, 2023. Having three (3) associate judges in the interim, until a new Presiding Judge is appointed, will greatly assist the Court in maintaining upcoming dockets and judicial administration.

Ms. Staudt served as Williamson County Justice of the Peace Pct. 2 from 1995 to 2023 and is the recipient of many awards. She is the founder of the first Justice Court Mentoring Program and the first Williamson County Teen Court Leadership Program. Prior to serving as an elected official, she held a real estate license and worked as an agent and commercial real estate broker. Ms. Staudt lives in Leander.

RECOMMENDATION:

Approve Edna Staudt as Associate Judge of the Leander Municipal Court.

PRESENTER:

Robert G. Powers, Executive Finance Director
Barbara Shannon, Municipal Court Administrator

Fiscal Impact

<u>Amount requested:</u>	0.00
<u>Approved in current budget (Yes / No):</u>	As Needed
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	01-11-5600
<u>Fund source (Operating / Utility / etc.):</u>	General Fund Operating

Attachments

1. Bio - Edna Staudt

Edna Staudt Bio

Judge Edna Staudt served as Williamson County Justice of the Peace Pct. 2 from 1995 to 2023. She served diligently with numerous community, political, and faith-based organizations.

She is the recipient of many awards.

She is the founder of the first Justice Court Mentoring Program and first Williamson County Teen Court Leadership Program.

Prior to serving as an elected official, she held a real state license and worked as an agent and commercial real estate broker.

Judge Staudt is a native of Austin. She and her husband Randy raised six children and have twelve grandchildren.

She serves on the music ministry team of the Williamson County Cowboy Church.



EXECUTIVE SUMMARY

05/04/2023

AGENDA SUBJECT:

Discuss and consider a Resolution authorizing BCRUA General Manager to purchase approximately fourteen hundred (1,400 LF) linear feet of thirty-six (36)- inch ductile-iron pipe from Smith Pump Company, Inc. in the amount of \$2,226,974.50 of which Leander's financial obligation will be \$1,039,328.99.

BACKGROUND:

BCRUA is replacing approximately fourteen hundred (1,400 LF) linear feet of thirty-six (36")- inch ductile-iron underwater pipeline that conveys raw water from the BCRUA floating intake barge on Lake Travis. To expedite the project, the Operating Committee is recommending that BCRUA pre-purchase the pipe materials in advance of the award of the construction contract.

It is estimated that this pre-purchase will reduce the construction schedule by three (3) months and allow the estimated thirty (30)- day shutdown of the raw water intake to occur during a lower water demand period (during winter months).

The purchase will be made through BuyBoard, a purchasing cooperative for municipalities under contract number 672-22. Buyboard vendors have been vetted through a competitive procurement process, allowing award of contracts to be expedited. This agreement is with Smith Pump Company, Inc. The total pipeline procurement cost is \$2,226,974.50.

Leander's portion of the contract cost will be 46.67% of \$2,226,974.50, which will be \$1,039,328.99, and which will be placed under the Utility Capital Projects Fund.

RECOMMENDATION:

Staff recommends authorizing the resolution for the BCRUA General Manager to purchase approximately fourteen hundred (1,400 LF) linear feet of thirty-six (36")- inch ductile-iron pipe from Smith Pump Company, Inc. under BuyBoard contract number 677-22.

PRESENTER:

Dan Grimsbo, PE, Executive Director of Infrastructure

Fiscal Impact

<u>Amount requested:</u>	\$1,039,328.99
<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>	BCRUA 27-02-8658

Attachments

1. BCRUA Pipe Quote



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 35965

Tuesday, April 11, 2023

Page: 1

Prepared For: Jason Brian

Shipping: Jason Brian

Brushy Creek Regional Utility Authority

BCRUA Brushy Creek Region
1906 Hur Industrial Blvd.
Cedar Park, TX 78613

Brushy Creek Regional Utility Authority

BCRUA Brushy Creek Region
1906 Hur Industrial Blvd.
Cedar Park, TX 78613

Shipping Method
Bestway

Freight Terms
FOB Shipping Point

Payment Terms
3% 10 Days

Salesperson:
TXCEN - Jeff McHattie

Quoted per BuyBoard Contract Number 672-22.

Smith Pump offers a discount of 3% if payment is made in 10 Days from Date of Invoice.

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Sincerely,

Trent Brown

trentb@smithpump.com

Line: 1

Part ID: 0977-M

Rev: 0

UW Pipeline - Pipe

1. 36-In CL250 Ball-and-Socket Joint ductile-iron pipe (DIP) Pipeline

- a. Work Included: Cost of supplying and delivering 36-In CL250 Ball-and-Socket Joint DIP Pipe. Includes manufacture, loading, transport, and offloading pipe and all necessary appurtenances at a site near Leander, Texas.
- b. Measurement: Linear Foot (LF).
- c. Quantity: 1,400 LF

2. 36-In CL250 Ball-and-Socket Joint ductile-iron pipe (DIP) - 5 LF Segment

- a. Work Included: Cost of supplying and delivering a 5 linear foot segment of 36-In CL250 Ball-and-Socket Joint DIP Pipe. Includes manufacture, loading, transport, and offloading pipe and all necessary appurtenances at a site near Leander, Texas.
- b. Measurement: Per Each (EA).
- c. Quantity: 1 EA

3. 36-In CL250 Ball-and-Socket Joint ductile-iron pipe (DIP) - 10 LF Segment

- a. Work Included: Cost of supplying and delivering a 10 linear foot segment of 36-In CL250 Ball-and-Socket Joint DIP Pipe. Includes manufacture, loading, transport, and offloading pipe and all necessary appurtenances at a site near Leander, Texas.
- b. Measurement: Per Each (EA).
- c. Quantity: 1 EA

4. 36-In CL250 Ball x Flange Closure Piece.

- a. Work Included: Cost of supplying and delivering 36-In CL250 Ball x Flange Closure Piece. Includes manufacture, loading, transport, and offloading pipe fitting at a site near Leander, Texas.
- b. Measurement: Per Each (EA).
- c. Quantity: 1 EA

5. 36-In CL250 Socket x Flange Closure Piece.

- a. Work Included: Cost of supplying and delivering 36-In CL250 Socket x Flange Closure Piece. Includes manufacture, loading, transport, and offloading pipe fitting at a site near Leander, Texas.
- b. Measurement: Per Each (EA).



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 35965

Tuesday, April 11, 2023

Page: 2

c. Quantity: 1 EA

<i>Quantity</i>	<i>U/M</i>	<i>Unit Price</i>	<i>Discount</i>	<i>Discounted Unit Price</i>	<i>Line Price</i>
1.00 EA		2,295,850.00	68,875.50	2,226,974.50	\$2,226,974.50 *

* Indicates which quantity price is included in the Total

Total: \$2,226,974.50

Prices are Valid Until Thursday, May 11, 2023

ACCEPTED BY: _____

PRINTED NAME: _____

PURCHASE ORDER (IF APPLICABLE): _____

SIGNED ON DATE: _____

This quotation is made in accordance to BuyBoard Contract Number 672-22.



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 35965

Tuesday, April 11, 2023

Page: 1

Terms and Conditions

1. **Applicability** - These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.
2. **Price** - Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the Customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode. In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation. SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.
3. **Warranty** - SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer. Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter. SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of a SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).
4. **Payment** - All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment. If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.
5. **Joint Check Agreement** - If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.
6. **Taxes** - The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.
7. **Property Damage** - SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.
8. **Startup** - If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.
9. **Limitation of Liability** - The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.
10. **Setoff** - All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.
11. **Customer Cancellation** - Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.
12. **Assignment** - Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.
13. **Waiver/Severability** - Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.
14. **Applicable Law** - The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.



EXECUTIVE SUMMARY
05/04/2023

AGENDA SUBJECT:

Discuss and consider a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn, if necessary, a 9,858 square foot reclaimed waterline easement and a 16,451 square foot temporary construction easement (both as described in Exhibit “x1”) from that 23.402 acre tract conveyed by Warranty Deed to House-Cross and Associates and recorded as Document Number 2022071653 of the official public records of Williamson County, Texas, for the public use and purpose of construction of a reclaimed water line.

BACKGROUND:

The City is engaging in efforts to acquire easements for the RM 2243 Reclaimed Water Line Project. The deadline for responding to the City’s final offer to purchase the easement has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

The Resolution must be approved using specific motion language, stated below, and a roll call vote must be taken.

REQUIRED MOTION LANGUAGE

I move that the City of Leander authorize the use of the power of eminent domain to acquire both a permanent reclaimed water line easement of 9,858 square feet and a temporary construction easement of 16,451 square feet from the property owned by House-Cross and Associates and described in Agenda Item (x1) for the public use of constructing and operating a reclaimed water line and infrastructure improvements.

PRESENTER:

Paige Saenz, City Attorney

Attachments

1. Resolution

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

RM 2243 Reclaimed Waterline Project – Parcel 1 (House Cross)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING EMINENT DOMAIN PROCEEDINGS, IF NECESSARY, FOR ACQUISITION OF A RECLAIMED WATER LINE EASEMENT OVER A 9,858 SQUARE FOOT PARCEL OF LAND AND A TEMPORARY CONSTRUCTION EASEMENT OVER A 16,451 SQUARE FOOT PARCEL OF LAND, BOTH PARCELS BEING OUT OF AND A PART OF A CALLED 23.402 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HOUSE-CROSS AND ASSOCIATES RECORDED IN DOCUMENT NO. 2022071653 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND ESTABLISHING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, in order to promote public health, safety, and welfare, the City of Leander, Texas (“City”) hereby finds that public convenience and necessity require acquisition of a permanent public reclaimed water line easement on, over, across, under and through that certain 9,858 square foot parcel of land situated in Williamson County, Texas that is described with particularity in **Exhibit “A,”** attached and incorporated herein by reference as if fully set out, and referred to hereafter as the “Permanent Easement,” for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground reclaimed water lines and any related surface or subsurface appurtenances to such waterlines or facilities, and for making connections thereto (all uses being referred to hereafter as the “Project”) and further for the use of any and all excavated materials from the Permanent Easement for the City’s use during the Project; and

WHEREAS, in order to promote public health, safety and welfare, the City hereby also finds that public convenience and necessity require acquisition of a temporary construction easement on, over, across, under and through that certain 16,451 square foot parcel in Williamson County, Texas that abuts the Permanent Easement to the north and is described graphically as “25’ TEMPORARY CONSTRUCTION EASEMENT” on sheets 4-5 of **Exhibit “A,”** and referred to hereafter as the “TCE,” for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other purpose necessary to effectuate construction of the Project; and further for the use of any and all excavated materials from the TCE for the City’s use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement and TCE for the purposes of construction, reconstruction, operation, and maintenance of public reclaimed water line infrastructure improvements and appurtenances thereto, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and TCE and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement and TCE it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement and TCE for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent public utility easement over, across, under and through that certain 9,858 square foot tract of land situated in Williamson County, Texas as specifically described by metes and bounds and accompanying plat in **Exhibit "A,"** for the public purpose and the public use of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing underground reclaimed water lines and any related surface or subsurface appurtenances to such waterlines or facilities, and for making connections thereto.
2. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a temporary construction easement over, across, under and through that certain 16,451 square foot tract of land situated in Williamson County, Texas abutting the Permanent Easement to the north and identified graphically as "25' TEMPORARY CONSTRUCTION EASEMENT" on sheets 4-5 of **Exhibit "A,"** for the public purpose and the public use of construction access, temporary spoil storage, equipment storage, equipment staging, and any other use necessary to effectuate construction of the Project.
3. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen

materials that may be excavated from the Permanent Easement and/or the TCE for any purposes related to the Project.

4. That the City's agents, representatives, or employees are hereby authorized to:
 - a. Lay out the exact location of the land area needed from the Permanent Easement, TCE, or other properties;
 - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;
 - c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;
 - d. Negotiate with the owners of any such properties for the purchase thereof;
 - e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and TCE and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;
 - f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement and TCE for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement and TCE; and
 - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
5. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement and TCE are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.
7. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Leander, Texas.
8. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Leander this 4 day of May, 2023.

THE CITY OF LEANDER

ATTEST:

By: _____
Christine DeLisle, Mayor

Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Paige Saenz, City Attorney



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.2263 OF ONE ACRE OF LAND (9,858 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE E.D. HARMON SURVEY, ABSTRACT NO. 6, IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 23.402 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 IN AN AFFIDAVIT OF CORRECTION AND CLARIFICATION PARTNERSHIP AND WARRANTY DEED TO HOUSE-CROSS AND ASSOCIATES, RECORDED IN DOCUMENT NO. 2022071653, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rebar with cap stamped "SURVTEX LLC" in the existing Northerly right-of-way line of Ranch to Market Road 2243 (80' R.O.W.) for the Southerly common corner of said Tract 2 and of a called 8.914 acre tract of land described in a Special Warranty Deed to 2243 Hero Way LLC, recorded in Document No. 2021170429 of said O.P.R.W.C.T., from which a Texas Department of Transportation (TxDOT) Type I Monument found in the existing Northerly right-of-way line of said Ranch to Market Road 2243 and the common Southerly line of said 8.914 acre tract, bears South 70°41'22" West a distance of 87.08 feet;

THENCE **North 21°37'38" West** with the Westerly line of said Tract 2 and the common Easterly line of said 8.914 acre tract, a distance of **15.01** feet to a Calculated Point;

THENCE over and across said Tract 2, the following two (2) courses and distances:

1. **North 70°41'22" East** a distance of **657.55** feet to a Calculated Point; and
2. **South 19°18'38" East** a distance of **15.00** feet to a Calculated Point in the existing Northerly right-of-way line of said Ranch to Market Road 2243 and the common Southerly line of said Tract 2, from which a 1/2-inch iron rebar found in the existing Northerly right-of-way line of said Ranch to Market Road 2243, for the Southerly common corner of said Tract 2 and of a called 23.402 acre tract of land described as Tract 1 in said Document No. 2022071653, bears North 70°41'22" East a distance of 19.43 feet;

THENCE **South 70°41'22" West** with the existing Northerly right-of-way line of said Ranch to Market Road 2243 and the common Southerly line of said Tract 2, a distance of **656.94** feet the **POINT OF BEGINNING** and containing 0.2263 of one acre of land (9,858 Sq. Ft.), more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of September, 2022.

 *10/24/2022*
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 22-016

Attachments: K:\JAY COL RM2243\CAD\DWGS\JAY COL RM2243 WWL ESMT 2



GRAPHIC SCALE



2243 HERO WAY LLC
8.914 ACRES
DOC. NO. 2021170429
O.P.R.W.C.T.

HOUSE-CROSS AND ASSOCIATES
TRACT 2 (23.402 ACRES)
DOC. NO. 2022071653
O.P.R.W.C.T.
DESCRIBED IN VOL. 1726, PG. 941
O.R.W.C.T.

HOUSE-CROSS ASSOCIATES
TRACT 1 (23.402 ACRES)
DOC. NO. 2022071653
O.P.R.W.C.T.
DESCRIBED IN VOL. 1726, PG. 941
O.R.W.C.T.

2243 HERO WAY LLC
TRACT 1 (6.14 ACRES)
DOC. NO. 2020158337
O.P.R.W.C.T.

RECLAIMED WATER LINE
EASEMENT
0.2263 OF ONE ACRE
(9,858 SQ. FT.)

P.O.B.

RANCH TO MARKET ROAD 2243
(80' ROW)

E. D. HARMON SURVEY
ABSTRACT NO. 6

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

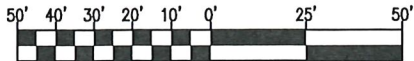


*SEE SHEETS 4-5 FOR DETAIL,
TABLES AND LEGEND

JOB NUMBER: 22-016		DATE: 09/28/2022	
PROJECT NAME: JAY COL RM2243			
DRAWING NAME: JAY COL RM2243 WWL ESMT 2			
DRAWING FILE PATH:			
K:\22016 - JAY COL RM2243\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\22016 - JAY COL RM2243\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 05		FIELDBOOKS 35/414	SCALE:1"= 200'

LSI LANDESIGN SERVICES, INC. ★

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



GRAPHIC SCALE

E. D. HARMON SURVEY
ABSTRACT NO. 6

HOUSE-CROSS AND ASSOCIATES
TRACT 2 (23.402 ACRES)
DOC. NO. 2022071653
O.P.R.W.C.T.
DESCRIBED IN VOL. 1726, PG. 941
O.R.W.C.T.

RECLAIMED WATER LINE EASEMENT
0.2263 OF ONE ACRE
(9,858 SQ. FT.)

25' TEMPORARY
CONSTRUCTION EASEMENT
0.3777 OF ONE ACRE
(16,451 SQ. FT.)

2243 HERO WAY LLC
8.914 ACRES
DOC. NO. 2021170429
O.P.R.W.C.T.

N70°41'22"E 657.55'
S70°41'22"W 656.94'

RANCH TO MARKET ROAD 2243
(80' ROW)

87.08'
S70°41'22"W

P.O.B.

LEGEND

- TX.D.O.T. TYPE I MONUMENT FOUND
- 1/2-INCH REBAR FOUND (OR AS NOTED)
- ⊙ 1/2-INCH REBAR WITH CAP STAMPED "SURVTEX LLC" FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N21°37'38"W	15.01'
L2	S19°18'38"E	15.00'
L3	N70°41'22"E	19.43'

JOB NUMBER: 22-016 DATE: 09/28/2022

PROJECT NAME: JAY COL RM2243

DRAWING NAME: JAY COL RM2243 WWL ESMT 2

DRAWING FILE PATH:

K:\22016 - JAY COL RM2243\CAD\DWGS

METES AND BOUNDS FILE PATH:

K:\22016 - JAY COL RM2243\DESCRIPTIONS

RPLS: FWF TECH: JRM PARTY CHIEF: TN CHK BY: HAS

SHEET 04 of 05 FIELDBOOKS 35/414 SCALE: 1" = 50'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642

TBPELS FIRM NO. 10001800

512-238-7901

MATCH LINE SHEET 5
SHEET 4

HOUSE-CROSS ASSOCIATES
TRACT 1 (23.402 ACRES)
DOC. NO. 2022071653
O.P.R.W.C.T.
DESCRIBED IN VOL. 1726, PG. 941
O.R.W.C.T.

HOUSE-CROSS AND ASSOCIATES
TRACT 2 (23.402 ACRES)
DOC. NO. 2022071653
O.P.R.W.C.T.
DESCRIBED IN VOL. 1726, PG. 941
O.R.W.C.T.

RECLAIMED WATER LINE EASEMENT
0.2263 OF ONE ACRE
(9,858 SQ. FT.)

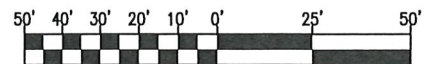
25' TEMPORARY
CONSTRUCTION EASEMENT
0.3777 OF ONE ACRE
(16,451 SQ. FT.)

N70°41'22"E 657.55'
S70°41'22"W 656.94'

RANCH TO MARKET ROAD 2243
(80' ROW)

E. D. HARMON SURVEY
ABSTRACT NO. 6

MATCH LINE SHEET 4
SHEET 5



GRAPHIC SCALE

JOB NUMBER: 22-016		DATE: 09/28/2022	
PROJECT NAME: JAY COL RM2243			
DRAWING NAME: JAY COL RM2243 WWL ESMT 2			
DRAWING FILE PATH:			
K:\22016 - JAY COL RM2243\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\22016 - JAY COL RM2243\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 05		FIELDBOOKS 35/414	SCALE: 1" = 50'

LSI LANDESIGN SERVICES, INC. ★

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