



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

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



Mayor – Christine DeLisle

Place 1 – Kathryn Pantalion-Parker

Place 2 – Esme Mattke Longoria

Place 3 – Jason Shaw

Place 4 – Na'Cole Thompson

Place 5 – Chris Czernek

Place 6 – Becki Ross, *Mayor Pro Tem*

City Manager – Rick Beverlin

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Conduct board and commission interviews to fill board vacancies.
4. Quarterly Town Hall meeting.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

8. Recognitions/Proclamations/Visitors.
 - Week of the Child (April 4 - 8)
 - National Animal Care and Control Week (April 10 - 16)
 - National Telecommunications Week (April 10 - 16)
 - National Crime Victims' Rights Week (April 24 - 30)
 - Child Abuse Awareness & Prevention Month (April)

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on March 17, 2022.
10. Award of Solicitation #S22-019 to Enterprise Professional Services, Inc. (EPSI) in the annual amount of \$115,539.28 for park and municipal property landscape maintenance and mowing for a term of five (5) consecutive 12-month periods with two (2) options to renew; and authorize City Manager to execute any and all necessary documents.
11. Approval of a Resolution responding to the application of Atmos Energy Corporation – Midtex Division, to increase rates under the Gas Reliability Infrastructure Program; suspending the effective date of this rate application for forty-five (45) days; and authorizing the City to continue to participate in a coalition of cities known as the Atmos Texas Municipalities (ATM).
12. Approval of an Ordinance amending Ordinance No. 21-077-00 adopting the annual budget of the City of Leander, Texas for Fiscal Year 2022.
13. Approval of a Resolution adopting the Land Use Assumptions and Capital Improvement Plan related to the Roadway Impact Fee Study.
14. Acceptance of the bid tabulation per the Edgewood Phase 1 project development agreement for the over sizing of water and wastewater infrastructure, approve the developers award of bid to Liberty Civil Construction for the on-site work, Cash Construction for the off-site work for the Edgewood Phase 1, Section 1, and offsite water and wastewater improvements.
15. Approval of an Ordinance authorizing and directing the installation and erection of speed control signs for the zoning of traffic and rate of speed on CR 267 in the city limits of Leander; defining speed at 30 mph and fixing a penalty; providing for severability; providing for repeal of conflicting ordinances; and providing for related matters.
16. Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Lay Construction to provide for concrete pours for the parking lot at the Dairy Queen project site located on Metro Drive, between the hours of 3:00 a.m. and 7:00 a.m. for April 11 through April 30, and requiring Lay Construction to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.
17. Award of Solicitation #S22-020 to I.O. Inspections, Stone, and WC3 for Plan Review, Building Inspections and Fire Inspections on an as-needed basis for a term of four consecutive twelve-month periods with two options to renew; authorize the City Manager to execute any and all necessary documents; and provide an effective date.
18. Approval of a Development Agreement Case 21-Z-024 regarding the Sky Heights Development on one parcel of land approximately 2.68 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036438; legally described as Lot 3, Blk A, Leander Heights Section 2; and more commonly known as 415 Lion Drive, Leander, Williamson County, Texas.
19. Approval of Development Agreement Case 22-DA-007 regarding the Leander Collective Subdivision on four parcels of land approximately 8.68 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R606835 and R606836; and generally located west of US 183 and north of Sonny Drive, Leander, Williamson County, Texas.

20. Approval of Development Agreement Case 21-DA-019 regarding the 1607 Glass Drive Development on one parcel of land approximately 0.92 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R577372; and addressed as 1607 Glass Drive, Leander, Williamson County, Texas.
21. Approval of renaming Buffalo Gap to Mesita Way located within the Fairways at Crystal Falls Section 4, Phase 2B Subdivision to the west of the intersection of Buffalo Gap and Ambush Canyon; Travis County, Texas.
22. Approval of renaming Bluewood Cove to Blue Rock Cove located within the Bryson Phase 3, Section 3 Subdivision to the east of the intersection of Runny Brushy Bend and Bluewood Cove; Williamson County, Texas.

PUBLIC HEARING: ACTION

23. Conduct a public hearing to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the San Gabriel Industrial Minor PUD (Planned Unit Development) with the base zoning district GC-5-A (General Commercial) on two (2) parcels of land approximately 86.9312 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031599 and R449731; and more commonly known as 9880 183A Toll Road, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case 22-Z-003 as described above.

REGULAR AGENDA

24. Discuss and consider action on the Second Reading of an Ordinance regarding Comprehensive Plan Case 22-CPA-001 to amend the Comprehensive Plan land use category from Employment Center to Activity Center and consider action regarding Zoning Case 21-Z-044 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to SFT-2-B (Single-Family Townhouse) and GC-2-B (General Commercial) on five (5) parcels of land approximately 56.785 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031298, R031398, R473651, R473652, and R031397; and generally located west of Ronald W. Reagan Boulevard and north of RM 2243, Leander, Williamson County, Texas.
25. Discuss and consider action on establishing fees for credit card transactions through the use of Tyler Payments as part of the EnerGov permitting software; and authorize the City Manager to execute any and all necessary documents.
26. Discuss and consider action on Destination Restaurant Incentive Program to assist in recruiting restaurants as well as helping existing Leander restaurants to expand.
27. Discuss and consider action on directing the staff to submit a formal complaint to the United States Postal Service Office of Inspector General.
28. Discuss and consider action on an Ordinance amending the Project and Financing Plan for the Reinvestment Zone Number One to ratify, confirm, and approve an increase in the maximum reimbursement amount for the Northline Developer projects and to allocate the estimated project costs for the Northline Developer category among project categories; and providing for related matters.

29. Discuss and consider action on an Ordinance creating and establishing a Mayor's ad hoc committee to promote beautification, conservation and volunteerism; providing an effective date and open meetings clause; and providing for related matters.
30. Council Member Closing Statements.
31. Convene into Executive Session pursuant to:
(1) Section 551.071, Texas Government Code, and Rule 1.05, Tex. Rules of Professional Conduct, to consult with legal counsel regarding the necessity for and to authorize condemnation of a utility easement on 0.261 acres or 11,363 square foot, tract of land; and authorize condemnation of a temporary construction easement on 0.463 acres or 20,163 square foot, tract of land situated in the Greenleaf Fisk Survey, Abstract Number 5, in the City of Leander, Williamson County, Texas; and
(2) Section 551.072, to deliberate the acquisition of property located in Elijah D. Harmon Survey Abstract 6 for the purpose of a sidewalk easement and public utility easement for the Raider Way East / Woodview Project (CIP T.12).

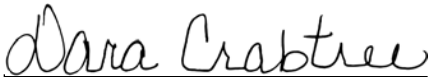
Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

- (1) condemnation of a utility easement and temporary construction easement; and
(2) sidewalk easement and public utility easement for the Raider Way East / Woodview Project.

32. 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 1 day of April 2022 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Approval of the minutes for meeting held on March 17, 2022.

BACKGROUND:

Attached are the minutes for meeting held on March 17, 2022.

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 - March 17, 2022



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

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Opened meeting at 6:00 p.m.
2. Roll call reflected all present.
3. Received an update on the facilities plan and future possible location of City Hall. Discussion included: city hall facility overview; key findings; options: Northline location, large campus and small campus; land requirements; building & development cost comparison; Northline Pros; recommended next steps; current steps to meet growing needs/demand; and examples of renderings and floor plans. Following a discussion, the council requested staff to bring back possible small campus sites. Discussion continued on prospective public parkland sites; park trails; sport fields; public parkland recently and/or anticipated soon to be donated by developers; currently 380 acres in neighborhood parkland with recent parkland addition increases to just under 1,000 acres; parkland dedication revisions will be on a future agenda; and need community and regional parks versus neighborhood parks.

Briefing workshop adjourned at 6:50 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Opened meeting at 7:01 p.m., Invocation was provided by Reverend Joanna Crawford, Live Oak Unitarian Church and Mayor Christine led the Pledges of Allegiance.
5. Roll call reflected all present.

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

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

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

Kathy Bonardi, 1412 Volente Lane - commented on the temporary senior center and activity center; Hill Country Bible Church; active adults programs; maybe seniors can have say in naming of permanent site.

John Bosma, 1917 Cross Draw Trail - commented on Austin police department; hate crimes race crime reported to state; Leander Police Department protect us from racist people in Leander; small group of vocal racist people; targeted threats against Leander residence by Leander residence; need support of council to go after these people; Brandenburg test; District Attorney failure to deal with this issue; and Leander ISD.

7. Recognitions/Proclamations/Visitors.
- Williamson Burnet Counties Meals on Wheels 50th Anniversary
8. Board Report
- Exploring Leander History topic was Women in History.
9. Staff Reports
- Capital Improvement Program updates

CONSENT AGENDA: ACTION

Mayor Christine announced Item 17 was pulled from the consent agenda and will be considered separately and Item 19 was pulled from the agenda and will be brought back on a future agenda.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve consent agenda items 10 through 16, 18 and 20.

Vote: 7 - 0

10. Approval of the minutes for meeting held on March 3, 2022.
11. Confirm, ratify, and approve the Endo/Park State-Wide Opioid Settlement Agreement and the Teva State-Wide Opioid Settlement Agreement, and the execution of the Election and Release Forms related to the Settlement Agreements
12. Approval of the extension of the application expiration for Subdivision Case 20-PICP-036 Talia Homes construction plans; on two parcels of land approximately 3.635 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031263 and R031264; generally located at the southeast corner of Hazelwood Street and Horizon Park Boulevard, Leander, Williamson County, Texas.

13. Approval of the Assignment of the Village at Leander Station, aka the Standard License Agreement Case 14-LA-010, regarding the Village at Leander Station License Agreement for two parcels of land approximately 9.673 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R538087 and R583086; and more commonly known as 1680 Hero Way, Leander, Williamson County, Texas.
14. Approval of the Second Reading of an Ordinance regarding Special Use Case 21-SU-004 to consider action on a Special Use Permit to allow for a Food Truck Park including minor waivers to the Composite Zoning Ordinance on one parcel of land approximately 0.9373 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R035579; and more commonly known as 1006 Los Vista Drive, Leander, Williamson County, Texas.
15. Approval of the Second Reading of an Ordinance regarding Zoning Case 21-Z-039 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to HC-4-D (Heavy Commercial) on one parcel of land approximately 4.95 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031285; and more commonly known as 2999 Hero Way West, Leander, Williamson County, Texas.
16. Approval of the Second Reading of an Ordinance regarding Zoning Case 21-Z-037 to amend the current zoning of LC-2-B (Local Commercial) and SFU/MH-2-B (Single-Family Urban/Manufactured Home) to GC-3-C (General Commercial) and LC-2-A (Local Commercial) on two parcels of land approximately 1.5660 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R035565 and R035563; and more commonly known as 1007 and 1009 Los Vista Drive, Williamson County, Texas.
17. Approval of amendment to Task Order KFA-56 with K Friese & Associates, Inc., for professional services for design of an additional, redundant treatment module at the Sandy Creek Water Treatment Plant (SCWTP), CIP Project W.69, in the amount of \$491,483.00; and authorize the City Manager to execute any and all necessary documents.

Motion by Councilmember Jason Shaw, Seconded by Councilmember Kathryn Pantalion-Parker to approve an amendment to Task Order KFA-56 with K Friese & Associates, Inc., for professional services for design of an additional, redundant treatment module at the Sandy Creek Water Treatment Plant (SCWTP), CIP Project W.69, in the amount of \$491,483.00; and authorize the City Manager to execute any and all necessary documents.

Vote: 7 - 0

18. Acceptance of Public Infrastructure Improvements for Hill Country Bible Church, Valley Vista Center, Homestead Phase 3, Bryson Phase 11, Section 1, and Fairways at Crystal Falls Section 4, Phase 2B.
19. Acceptance of the bid tabulation per the Edgewood Phase 1 project development agreement for the over sizing of water and wastewater infrastructure; and approve the developers award of bid to CC Carlton Construction and Cash Construction for the Edgewood Phase 1, Section 1 and offsite water and wastewater improvements. *[Pulled from agenda]*
20. Approval of purchase of one (1) Police Department vehicle from Grapevine Dodge Chrysler Jeep, Grapevine, Texas in the amount of \$65,383.20 utilizing the BuyBoard Co-Op Contract #601-19 and rescinding previous award to Cameron Dodge, Cameron, Texas on November 4, 2021 and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: NO ACTION

21. Mayor Christine opened a Public Hearing at 7:51 p.m. on the Land Use Assumptions and Capital Improvements Plan relating to possible adoption of Roadway Impact Fees. No one spoke in favor or opposition to the adoption of Roadway Impact Fees. The Public Hearing closed at 7:51 p.m.

PUBLIC HEARING: ACTION

22. Mayor Christine opened a Public Hearing at 7:53 p.m. regarding Subdivision Case 21-CP-013 to adopt the Mason Tract Concept Plan on one parcel of land approximately 111.17 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032112; generally located at the northwest corner of CR 175 and CR 177, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7:53 p.m.

- Discuss and consider action regarding Subdivision Case 21-CP-013 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Subdivision Case 21-CP-013 to adopt the Mason Tract Concept Plan on one parcel of land approximately 111.17 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R032112; generally located at the northwest corner of CR 175 and CR 177, Leander, Williamson County, Texas.

Vote: 7 - 0

23. Mayor Christine opened a Public Hearing at 7:55 p.m. regarding Subdivision Case 21-TOD-CP-004 to adopt the Leander Springs Concept Plan and Subdivision Case 21-TOD-PP-006 to approve the Leander Springs Preliminary Plat on two parcels of land approximately 77.939 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R403524 and R05159; generally located to the southwest of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 7: p.m.

- Discuss and consider action regarding Subdivision Case 21-TOD-CP-004 and 21-TOD-PP-006 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Chris Czernek to approve Subdivision Case 21-TOD-CP-004 to adopt the Leander Springs Concept Plan and Subdivision Case 21-TOD-PP-006 to approve the Leander Springs Preliminary Plat on two parcels of land approximately 77.939 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R403524 and R05159; generally located to the southwest of the intersection of RM 2243 and 183A Toll Road, Leander, Williamson County, Texas, following a discussion.

Vote: 7 - 0

24. *[Councilmember Shaw left the meeting at 8:02 p.m.]*

Mayor Christine opened a Public Hearing at 8:03 p.m. regarding Subdivision Case 21-CP-015 to adopt the Gateway 29 Concept Plan on nine parcels of land approximately 31.92 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R319215, R403523, R418530, R464196, R534763 - R534766, and R620027; generally located at the southwest corner of SH 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas. No one spoke in favor or opposition of the request. The Public Hearing closed at 8:03 p.m.

- Discuss and consider action regarding Subdivision Case 21-CP-015 as described above.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Esme Mattke Longoria to approve Subdivision Case 21-CP-015 to adopt the Gateway 29 Concept Plan on nine parcels of land approximately 31.92 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R319215, R403523, R418530, R464196, R534763 - R534766, and R620027; generally located at the southwest corner of SH 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

Vote: 6 - 0

25. *[Mayor Christine rearranged the agenda and heard this item before Item 24.]*

Mayor Christine opened a Public Hearing at 7:59 p.m. regarding Comprehensive Plan Case 22-CPA-001 to amend the Comprehensive Plan land use category from Employment Center to Activity Center; and consider action regarding Zoning Case 21-Z-044 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to SFT-2-B (Single-Family Townhouse) and GC-2-B (General Commercial) on five parcels of land approximately 56.785 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031298, R031398, R473651, R473652, and R031397; and generally located west of Ronald W. Reagan Boulevard and north of RM 2243, Leander, Williamson County, Texas. James Larsen, 840 Hillrose Drive, spoke in favor. No one spoke in opposition of the request. The Public Hearing closed at 8:00 p.m.

- Discuss and consider action regarding Comprehensive Plan Case 21-CPA-006 as described above.
- Discuss and consider action regarding Zoning Case 21-Z-044 as described above.

Motion by Councilmember Jason Shaw, Seconded by Councilmember Kathryn Pantalion-Parker to approve Comprehensive Plan Case 22-CPA-001 to amend the Comprehensive Plan land use category from Employment Center to Activity Center; on five parcels of land approximately 56.785 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031298, R031398, R473651, R473652, and R031397; and generally located west of Ronald W. Reagan Boulevard and north of RM 2243, Leander, Williamson County, Texas.

Vote: 5 - 2

NAY: Mayor Christine DeLisle
Councilmember Becki Ross

Motion by Councilmember Jason Shaw, Seconded by Councilmember Kathryn Pantalion-Parker to approve Zoning Case 21-Z-044 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to SFT-2-B (Single-Family Townhouse) and GC-2-B (General Commercial) on five parcels of land approximately 56.785 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031298, R031398, R473651, R473652, and R031397; and generally located west of Ronald W. Reagan Boulevard and north of RM 2243, Leander, Williamson County, Texas.

Vote: 6 - 1

NAY: Councilmember Becki Ross

REGULAR AGENDA

26. Discuss and consider action on naming a Parks and Recreation Department leased facility as the Leander Activity Center.

Motion by Councilmember Kathryn Pantalion-Parker, Seconded by Councilmember Becki Ross to approve naming a Parks and Recreation Department leased facility as the Leander Activity Center, following a discussion.

Vote: 6 - 0

27. Received an update on possible alternative transit service options.
28. Convened into Executive Session at 8:41 p.m. pursuant to:
- (1) Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Lakewood Park project; and
 - (2) Section 551.074, Texas Government Code, to discuss or deliberate the evaluation of a public officer or employee: City Manager.

Reconvene into open session at 9:42 p.m. and take any action as deemed appropriate in the City Council's discretion regarding:

- (1) Lakewood Park project; and
- (2) City Manager.

(Item 1) No action.

(Item 2) No action.

29. *[Mayor Christine rearranged the agenda and took up this item prior to Item 28.]*

Council Member Closing Statements.

Kathryn Pantalion-Parker - wished everyone a happy St. Patrick's Day; commented on NextDoor app; and David Money's good deed of purchasing a tank of gas weekly for an individual.

Esme Mattke Longoria - commented on prayers go out to the Corley family; Women in History Month; and shout out to all women.

Chris Czernek - wished everyone happy St. Patrick's Day; love to the Corley family and asked everyone to honor them.

Christine DeLisle - stated Blue Corn Harvest provided dinner tonight; reminded everyone to shop Leander; commented on upcoming events including Spring Clean Up, Mason Days, Easter, Leander Activity Center grand opening; shout out to the parks and recreation department for all they do; Corley family's contribution to Leander; and challenge everyone to make things better in the city.

30. Adjourned at 9:42 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Award of Solicitation #S22-019 to Enterprise Professional Services, Inc. (EPSI) in the annual amount of \$115,539.28 for park and municipal property landscape maintenance and mowing for a term of five (5) consecutive 12-month periods with two (2) options to renew; and authorize City Manager to execute any and all necessary documents.

BACKGROUND:

Solicitation #S22-019 was issued on February 24, 2022 to provide full, turnkey services inclusive of necessary equipment and labor to maintain various park property and municipal buildings. Three (3) responses were received on March 17, 2022.

EPSI was determined the respondent whose submittal is most advantageous to the City considering the evaluation criteria.

The existing contract, executed on April 28, 2017 ends (with all renewals) April 28, 2022.

This contract provides full, turnkey services to maintain various park properties, trails and municipal buildings, resulting in clean, attractive and safe areas. Work includes mowing, edging, fertilization and landscape bed pruning, maintenance and mulching at select locations.

This is a budgeted contract and funding is available in the Parks and Recreation Contract Services – Mowing.

RECOMMENDATION:

Staff recommends approval of park and municipal property landscape maintenance and mowing to EPSI.

PRESENTER:

Kelsey Heiden, Assistant Parks and Recreation Director

Fiscal Impact

<u>Amount requested:</u>	\$115,539.28
<u>Approved in current budget (Yes / No):</u>	yes
<u>Expenditure (New / Amended):</u>	amended
<u>Recurring or one-time:</u>	recurring
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments

1. RFP #S22-019
2. Scoring Matrix



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

Solicitation #S22-019

**REQUEST FOR PROPOSAL
PARK AND MUNICIPAL PROPERTY LANDSCAPE
MAINTENANCE AND MOWING**

Responses Due: March 17, 2022



**REQUEST FOR PROPOSAL
PARK AND MUNICIPAL PROPERTY LANDSCAPE MAINTENANCE AND MOWING**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks an agreement with a qualified Individual, Firm, or Corporation, herein “Respondent”, to provide full, turnkey services inclusive of necessary equipment and labor to maintain various park property and municipal buildings as specified herein resulting in clean, attractive and safe areas. Work shall include mowing, edging, fertilization and ornamental bed pruning, maintenance and mulching at select locations
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting
https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/purch_terms_2020.pdf.
 - 2.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
3. **INSURANCE:** The Respondent shall meet or exceed ALL requirements set forth by the Insurance Requirements as identified on the City’s website at
https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/233/purch_terms_2020.pdf.
4. **ATTACHMENTS:** Attachments A through E are herein made a part of this solicitation.
 - 4.1. Attachment A: Reference Sheet
 - 4.2. Attachment B: CIQ Form
 - 4.3. Attachment C: Bid Sheet
 - 4.4. Attachment D: Landscape Maintenance and Mowing Cycle Schedule
 - 4.5. Attachment E: Location Map

5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Kelly Wenzel, General Services Manager
Purchasing Department
City of Leander
Telephone: 512-528-2792
kwenzel@leandertx.gov

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

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

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

- Proposed fees;
 - Reference of Respondent and of Respondent's services;
 - Quality of the Respondent's services;
 - The extent to which the services meet the City's needs;
 - Respondent's past relationship with the City;
 - Any relevant criteria specifically listed in the solicitation to include, but not limited to, the results of the vendor's proposed program demonstration and field test of Fuel Card.
- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
8. **COMMITTEE REVIEW:** An evaluation committee will review each response to determine the most highly qualified Respondent on the basis of demonstrated competence and qualifications using the following weighted criteria. A consensus score will be assigned to each response. A committee of City of Leander evaluators has been established to evaluate the Solicitation Responses.

Criteria	Possible Points
Cost	25
Relevant Qualifications and Experience	25
Available Resources	10
Methodology, Approach, and Schedule	20
Work Samples	20
References	Acceptable/ Inacceptable
Total	100

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

9. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <https://bids.leandertx.gov/>.
- 9.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
- 9.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers. Click here **Chapter 176, Texas Local Government Code**, to review this requirement.
- 9.3. A completed CIQ Form, herein Attachment B, is required with each response.
- 9.4. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.
- https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
10. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
- 10.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
- 10.1.1. Solicitation document, attachments and exhibits;
- 10.1.2. Solicitation addendums, if applicable;
- 10.1.3. City's Definitions, Terms and Conditions;
- 10.1.4. Successful Respondent's submission.
- 10.2. The initial term of the resulting agreement shall be five (5) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
- 10.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 10.4. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.

11. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 11.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 11.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 11.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 11.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
12. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

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

Event	Event Date*
RFP Released	February 24, 2022
Deadline for Vendor Questions Submitted to the City of Leander	March 4, 2022 at 5:00 PM CST
Questions and Answers to be posted on the City of Leander website on or before	March 8, 2022 at 5:00 PM CST
RFP Opened (last day to submit Responses)	March 17, 2022 at 3:00 PM CST
Contract Award Target	No later than April 2022
Oral Presentation (if necessary)	TBD
Services to begin upon execution of contract	

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

All questions regarding the solicitation shall be submitted via email to Purchasing@leandertx.gov by 5:00 PM on the due date noted above. A copy of all the questions

submitted and the City's response to the questions shall be posted on our webpage at:
<https://bids.leandertx.gov/>.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://bids.leandertx.gov/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

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

Mail to:

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

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

- 4.5.2. The City shall continue this process until an agreement is entered into or until all negotiations are terminated.
- 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
- 5.1. Identify specific milestones, goals and strategies to meet objectives.
- 5.2. Provide City contact(s) information for implementation of agreement.
6. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE OF WORK:** Successful respondent shall provide full, turnkey services inclusive of necessary equipment and labor to maintain various park property and municipal buildings as specified herein resulting in clean, attractive and safe areas.
- Work shall include mowing, edging, fertilization and ornamental bed pruning, maintenance and mulching at select locations. The Scope of Work and Site Frequency Schedule is outlined on ATTACHMENT D herein. Project Areas are located in both Williamson and Travis Counties.
- Performance of work shall not interfere with normal work of City employees or residents visiting park property.
2. **DEFINITIONS:** The following definitions shall apply to this specification:
- 2.1. **CLEANING and REMOVAL OF TRASH and DEBRIS** shall mean any method by which filth, weeds, rubbish, refuse, or other matter that might be unhealthy and/or unsightly is removed from any property or lot and disposed of by approved methods as approved by the city and delineated in the City Code of Ordinances.
- 2.2. **CONCURRENT MAINTENANCE** shall refer to all mowing, trimming, edging, and litter removal being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- 2.3. **SUCCESSFUL RESPONDENT** shall mean the person or firm or firms that awarded the Maintenance & Mowing Services Contract by the City.
- 2.4. **FOREIGN GROWTH** shall include all weeds, thickets, and noxious plants.
- 2.5. **MULCH OR TREE RINGS** shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape areas in which all plant growth is removed physically or chemically.
- 2.6. **RIGHTS-OF-WAY** shall refer to the areas on City streets and public thoroughfares. They shall include any and all portions within the streets, public thoroughfares, or intersection of streets such as grass areas, trees, concrete and concrete only areas.

- 2.7. SCALPING shall refer to any action, which results in the mowing of any turf area below a three-inch (3") height sown to and including the soil.
- 2.8. SHRUB BEDS / LANDSCAPE BEDS shall mean any area purposefully planted in domestic or ornamental plant growth.
- 2.9. SITE FREQUENCY SCHEDULE shall mean the time periods established for the projected year within which all prescribed landscape activities shall be completed.
- 2.10. TRASH and LITTER shall mean any debris within the grounds required to be maintained under this contract including City property, right-of-ways, alleys, easements, streets, parking lots, sidewalks, curbs, hillsides, ditches, retention areas, private lots, etc., such as paper, bottles, cans, limbs, rocks, etc., which are not intended to be present as part of the landscape.
- 2.11. TRIMMING shall refer to the cutting or removal of all plant material immediately adjacent to or under structures, trees, poles, tables, signs, fences and shrub beds. Also includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks, driveways, and any other hard or concrete surface.
3. **PRICING:** Pricing shall be all inclusive of equipment, labor and supplies needed to perform the work as specified herein. Additional fees such as, but not limited to, fuel, taxes or other costs incurred shall not be permitted.
4. **PROJECT AREA LOCATIONS:** The locations of the Project Areas where work is to be performed are identified on the Location Map, herein ATTACHMENT D.
 - 4.1. The successful respondent shall perform maintenance and mowing services to all areas identified in this contract according to the Scope of Work and Site Frequency Schedule also included on ATTACHMENT D.
 - 4.2. Payment for all work shall be established by the prices submitted by the successful respondent in the Bid Proposal.
5. **MATERIALS AND SUPPLIES:** All materials and supplies used by successful respondent shall conform to the requirements listed herein.
 - 5.1. No material shall be used that will damage the turf, trees, shrubs, fixtures, or adjacent properties. Where a specific product is specified there shall be no deviation without the express permission of the City, in which case samples of all materials proposed for use shall be submitted to the Inspector and approval thereof received from the Inspector before the material represented by the samples are used in the work to be performed.
 - 5.2. Upon request, the successful respondent shall submit a list of all materials to be used in providing the landscape services.
 - 5.3. The City may approve or disapprove any product prior to or during the term of the contract period.
6. **SERVICE REQUIREMENTS:** The successful respondent shall:
 - 6.1. Obtain and provide all supervision, labor, equipment, services, fuel, oil, incidentals, permits, notifications and related items necessary to complete the Services specified herein;
 - 6.2. Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary for workers to perform the work in a safe and orderly manner;

- 6.3. Provide all traffic control signage in accordance with TXDOT requirement.
- 6.4. Have an on-site supervisor at the site any time work is performed;
- 6.5. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation;
- 6.6. Perform on a schedule defined by the City to the specifications defined herein;
- 6.7. Perform in a professional workmanlike manner;
- 6.8. Submit invoice along with all supporting documentation specified herein.
7. **CITY RESPONSIBILITY:** The City shall:
 - 7.1. Appoint a designated City representative;
 - 7.2. Monitor and inspect the Project Areas;
 - 7.3. Coordinate all work and scheduling with the successful respondent.
8. **EQUIPMENT:** Successful respondent shall furnish and maintain all equipment necessary to perform the work specified herein. The following equipment requirements shall apply:
 - 8.1. Prior to and condition to award and start of Services, all equipment may be examined and approved by City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement or any extension period.
 - 8.2. Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any and all bids.
 - 8.3. Once in service insufficient and/or inadequate equipment as determined by the City shall be removed from service and replaced at the successful respondent's expense.
 - 8.4. Failure to provide suitable equipment for the performance of the work shall be grounds for termination of contract by City.
 - 8.5. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times;
 - 8.6. Equipment shall not be stored in Project Areas overnight.
9. **INSPECTION OF WORK:** Assistant Parks Director/ Maintenance Supervisor will monitor, inspect, evaluate and report on the Successful respondent's activities and ensuring that the work is performed to the quality level prescribed in this contract and in accordance with prescribed time schedules.
 - 9.1. The contractor is responsible for establishing and maintaining an adequate quality control system to satisfactorily inspect and ensure that all work performed in each service is in full compliance with the contract.
 - 9.2. The contractor shall designate, in writing, a Quality Control Inspector, whose main duty shall be to verify contract conformity of all work performed.
 - 9.3. At the start of each work week the contractor will identify the areas his employees will be working in that week and e-mail a list of the areas to the Assistant Parks Director/ Maintenance Supervisor no later than 9:00 AM.

- 9.4. The contractor will be required to e-mail a weekly work summary to the Assistant Parks Director/ Maintenance Supervisor outlining the maintenance activities accomplished that week concerning this contract.
- 9.5. The Assistant Parks Director/ Maintenance Supervisor will make a quality inspection of completed areas within 72 hours, following receipt of weekly work summary.
 - (a) If completed areas do not meet contractual specifications:
 - (b) The Assistant Parks Director/ Maintenance Supervisor will contact the contractor to rework areas.
 - (c) Assistant Parks Director/ Maintenance Supervisor will then re-inspect areas within 24 hours of notification of completion.
 - (d) Areas requiring re-inspection MAY NOT be considered for payment for that billing cycle.
- 9.6. A quarterly "walk" of all properties will be conducted with the contractor and the Assistant Parks Director/ Maintenance Supervisor. This will be documented in writing as to the status of the performance.
- 9.7. Upon determination of any violation in the contract file for a determination of any violation of the specifications and/or terms of the contract, the Assistant Parks Director/ Maintenance Supervisor shall record the violation in the contract file for a determination of any liquidated damages or termination of contract.
- 9.8. Termination process shall be that outlined in Part I, #7 of this solicitation.

10. PERFORMANCE EVALUATION MEETINGS:

- 10.1. The contractor and the contractor's foreman/superintendent and the Assistant Parks Director/Maintenance Supervisor shall meet either quarterly or as often as determined necessary by, the City to discuss performance.
- 10.2. A meeting shall be held no later than one normal workday after a contract deficiency is noticed. Mutual effort will be made to resolve any and all problems identified.
- 10.3. The minutes of this meeting will be documented in writing for both parties.

11. PAYMENT:

- 11.1. Work order information shall consist of mowing cycle dates, areas to be maintained, any special conditions and the acceptability of the maintenance activities performed. The completed orders, dated, and signed by the Successful respondent and Inspector, will be submitted for payment monthly, provided that in no event shall the City be obligated to pay the successful respondent more than the approved bid amount.
- 11.2. In most cases work orders will be given to the successful respondent seven (7) days prior to the start of a mowing cycle. It shall be mandatory that all work orders be filled out after completion of each cycle before another work order may be issued.
- 11.3. Failure to obtain a work order prior to beginning a maintenance cycle can result in non-payment for work performed. Work orders will be given according to the Maintenance Frequency Schedule

12. SCHEDULING: Schedule is detailed herein on ATTACHMENT D. Schedule shall be constructed as follows:

- 12.1. It is mandatory that a review of the contracted Project Areas be conducted prior to beginning the first mowing cycle. Such a review shall be attended by the contractor/s and the Assistant Parks Director and Maintenance Supervisor.
- 12.2. At the start of each work week the contractor will identify the areas his employees will be working in that week and e-mail a list of the areas to the Assistant Parks Director/ Maintenance Supervisor no later than 9:00 AM.
- 12.3. The contractor will be required to e-mail a weekly work summary to the Assistant Parks Director/ Maintenance Supervisor outlining the maintenance activities accomplished that week concerning this contract.
- 12.4. On the mowing cycle start date, the successful respondent shall begin work and shall proceed with all reasonable dispatch to completion. The successful respondent will be required to maintain all Project Areas assigned in the time allotments and maintenance cycles.
- 12.5. Work must be completed in consecutive days. Inclement weather may result in the cancellation of a mowing cycle only if the Assistant Parks Director or designated alternate determines that there was an insufficient time period during the entire mowing cycle available for the services, described to be performed.
- 12.6. Services shall be performed Monday through Saturday between the hours of 7:00 AM and 8:00 PM;
- 12.7. Unless otherwise instructed, the contractor(s) shall accomplish all tasks listed on a regular schedule as agreed upon by the contractor and the Assistant Parks Director.
- 12.8. Any variance from the prescribed schedule will require a minimum of twenty-four hour advance notification to the Assistant Parks Director / Maintenance Supervisor. It will be considered a breach of the contract if the schedule is repeatedly missed without prior notification.
13. **LIBRARY AND MUNICIPAL BUILDINGS:** Successful respondent will be required to coordinate the mowing scheduled of these areas with the Assistant Director / Maintenance Supervisor so not to interrupt any activity occurring at City buildings.
14. **DAMAGE:** Damage caused to City, State, Federal or private property, the workplace or its contents as a result of performance of work shall be remedied at the expense of the successful respondent.
 - 14.1. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.
 - 14.2. The successful respondent shall inspect all trees, structures and utilities for existing damages prior to conducting any work activity in the assigned Project Areas. Observed damage shall be documented to the City prior to beginning any Services.
 - 14.3. Project Areas may be checked for damage by the City prior to commencement of Services, and randomly during the Agreement term at the option of the City. Repair or replacement of trees, structures and utilities shall be at the expense of the successful respondent.
 - 14.4. Successful Respondent shall, at his own expense, carefully protect all trees, structures and utilities within Project Areas so that there shall be no damage or utility service loss.
 - 14.5. A check of all trees may be made at the end of the contract period. The Inspector and successful respondent will attend the inspection.

- 14.6. Damages shall be documented by memo to the Inspector with copy to contract file and successful respondent.
- 14.7. The successful respondent shall be responsible for all claims of car or windshield damage as result of performing Services.
- 14.8. The successful respondent shall designate a contact person for damage claims.
- 14.9. Damages shall be assessed against the successful respondent as follows: \$75 for any slight damage to tree, which is damaged that may heal; \$150 for badly damaged tree, which in the opinion of the Inspector or representative may eventually contribute to the death of the tree.
15. **WORK CREW / EMPLOYEES:** Only qualified, trained, competent and reliable personnel shall perform Services.
 - 15.1. This contract is high visibility and working around the public-. Contractor will require all employees to report to work in clean uniforms, including shirt and pants. Uniforms shall have the contractor's name in a manner clearly identifiable to the public. Contractor must ensure that employees properly wear a shirt at all times.
 - 15.2. Contractor's employees must be courteous to the public at all times while at the work site.
 - 15.3. Contractor shall remove any personnel that is incompetent or endangers persons or property. The City shall have the right to request the immediate removal from its premises of any crew member or subcontractor crew member if they are not in compliance with this specification.
 - 15.4. Each work crew shall have a designated, English-speaking or bi-lingual Supervisor attending the work site with the authority to direct work and respond to crew inquiries about work details or priorities.
16. **SAFETY OF WORK CREW:** Due to the high traffic areas and visibility of work crews from the roadways, safety of the work crews shall include but not be limited to the following:
 - 16.1. Successful respondent's crew shall wear and display proper warning devices (orange or yellow safety vest, flashers, strobe lights and warning signs) in order to ensure both employee and public safety. Crew shall dress and remain dressed in a presentable fashion. Inappropriate dress includes, but is not limited to, bare chest (no shirt) or shorts or the improper use of safety clothing and devices.
 - 16.2. Crew shall wear protective eye and ear wear.
 - 16.3. The successful respondent shall be responsible for furnishing all signs and traffic controls as required by TXDOT on Attachment E and make adjustments as required by City.
 - 16.4. All signs shall be mounted on their own stands and be mounted not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they shall not obstruct the traveling public view of the normal roadway signing.
 - 16.5. All mowers working adjacent to public thoroughfares shall display a slow-moving vehicle emblem affixed to rear of mower;
 - 16.6. All trucks shall display a highly-visible, 5-inch in diameter, omni-directional amber flashing light.
 - 16.7. Successful respondent shall operate with caution in areas of the parks used by residents.

17. VEHICLES:

- 17.1. All vehicles utilized under this contract will be clean, free of mud, dirt, and grime, without noticeable rust spots and faded paint serviceable, and shall comply with safety standards required by the State of Texas.
- 17.2. All vehicles must be licensed for travel on public roads and maintain current registration inspection and insurance.
- 17.3. All vehicles used by the contractor will be identified with company name or logo, conspicuously displayed on door panels. Professionally done hand lettering, magnetic signs, or pressure sensitive decals may be used to comply with this specification.
- 17.4. Vehicles shall park in areas that do not create potentially hazardous traffic situations;

18. MOWING AND TRIMMING: The successful respondent shall mow and trim all turf areas as required, generally every 7, 14, or 28-days dependent upon the Scope of Work and Site Frequency Schedule beginning on or about during the contract term.

- 18.1. All litter (1" X 1" and larger) must be removed from turf prior to mowing. This includes but not limited to, bottles, cans, paper, brush, rocks, tree limbs, etc. which are not intended to be part of the landscape. Any papers, cans, or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas.
- 18.2. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be disposed of by the Contractor to an offsite location).
- 18.3. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of the grass. Bruising or rough cutting of the grass is not permitted. Mowers will be adjusted and operated so that the grass is cut at a uniform height.
- 18.4. Turf shall be cut in a professional manner - no scalping or uncut areas.
- 18.5. All grass shall be cut at a height of three (3") inches.
- 18.6. All structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely. Special care should be given to trimming around small trees as not to inflict damage to the bark of the trees.
- 18.7. All trimmings shall be accomplished by maintaining the required three (3") inch cutting height and concurrently with mowing operations.
- 18.8. Upon completion, mowed areas shall be free of clumped grass cuttings and the tire tracks/ruts from mowing equipment.
- 18.9. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curb and gutters, parking lots, sidewalks, and/or onto adjacent properties.
- 18.10. The mowing cycle will include sweeping/removing grass clippings from sidewalks and hard surfaces and removing debris/litter from planting, shrub beds and turf areas.
- 18.11. All plant growth in cracks, seams, and joints of paved areas such as sidewalks curbs, medians, right-of-ways and driveways shall be cut down to the pavement surface during the completion of each mowing cycle.

18.12. Weeds:

- (a) All concrete, asphalt areas, brick pavers, paved ends on medians, and right of-ways shall be weed/grass free and blown clean of all debris after each cycle.
- (b) Weeds/grass growing in the expansion joints must be removed or treated with an approved herbicide as needed.
- (c) All tree rings and planting beds shall be maintained free of weeds/grass. Weeds will be removed by contractor during each maintenance cycle. Non-selective herbicide may be applied to some areas by a licensed applicator.

19. **EDGING:** All sidewalks, curbs and steps must be mechanically/vertically edged using a metal blade exposing concrete surface to be completed by the end of the first cut.

19.1. Sidewalks must be edged on both sides.

19.2. If the successful respondent elects to use string line trimmers for edging, the edge and maintenance of the edge shall use the vertical cut approach.

19.3. All material dislodged by edging must be removed from this site.

19.4. Monofilament trimming will be used for grass around fences, building, tree wells, posts, and other obstacles.

20. **REMOVAL OF GRASS CLIPPINGS:**

20.1. Removal of cut grass from the ground area where growth occurred will not generally be required. However, when clippings are heavy and cause bunching or detract from the finished product, turf areas should be raked and the clippings removed.

20.2. Cut grass and debris which falls or is thrown by equipment upon pavement, street, curb, and gutters, sidewalks, driveways, or adjacent property through the action of the work crew shall be removed from the area prior to the exit of the work crew from the immediate work site.

21. **TREES AND SHRUBS:**

21.1. No pruning of any trees shall be permitted without prior approval.

21.2. Trash and litter in shrub beds shall be removed during each mowing cycle.

21.3. Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment or others.

21.4. Successful Respondent will be responsible throughout the contract period to manually remove all sucker growth from the bases and lower trunks of selected trees within the project area.

21.5. Damage to trees will result in a breach of contract and successful respondent shall be assessed for damages.

22. **HERBICIDE TREATMENTS / TURF FERTILIZER APPLICATIONS:**

22.1. **NON-SELECTIVE HERBICIDE TREATMENTS:**

- (a) Vegetation is defined as weeds, grass (excepting Bermuda grass) vines, and brush.

- (b) The contractor shall obtain a ninety percent (90%) control of all noxious weeds, grass, brush, (except Bermuda Grass) in prescribed areas and maintain the control of the vegetation throughout the growing season.
- (c) All areas in the parks, facilities, and medians/row within the city limits of Leander, Texas to receive herbicide treatments are listed on the bid sheet.
- (d) The use of herbicides to control such growth may be permitted with prior written approval of the Assistant Parks Director / Maintenance Supervisor and in accordance with all federal, state and local regulations.

22.2. NON-SELECTIVE HERBICIDE TREATMENT TECHNICAL SPECIFICATIONS:

- (a) Specified Herbicide:
 - Round-Up Pro - Monsanto (according to label recommendations)
 - Ornamec - specific for grass control (apply according to label recommendations)
- (b) Substitutions - The above Herbicide is suggested, based on past use. Other approved equal herbicides may be used if approved by the Assistant Parks Director / Maintenance Supervisor.
- (c) Care should be taken with landscape plants and species like plums, oaks, crape myrtles which have a tendency to produce suckers. Uptake through side shoots and suckers can also cause damage to the parent tree. Suckers can either be avoided or cut down before spraying commences. Fresh wounds from removing suckers need to form a callus or harden off before chemical treatments. Spray technicians shall carry a pair of bypass pruning shears to prune off any branches or suckers which are inadvertently sprayed.
- (d) Any green area can absorb the product and potentially cause damage, so care should be taken around low hanging branches that leaves are not sprayed. Using a guard or hood over the nozzle of the sprayer should minimize accidental damage. If damage occurs immediately prune off affected plant parts to prevent translocation of the chemical into the plant.

22.3. FERTILIZER APPLICATIONS:

- (a) Shall be applied to parks, facilities, medians/row, and planting beds within the city limits of Leander, Texas as listed on the bid sheet.

22.4. FERTILIZER APPLICATION – TECHNICAL SPECIFICATIONS:

- (a) The contractor should adhere to recommendations for target species:
 - Common Bermuda Grass 15-5-10 (NPK) (Slow Release)
 - St. Augustine 20-5-10 (NPK) (Slow Release)
 - Shurbs/Groundcover 13-13-13 (NPK) (Slow Release)
 - Flowering Shurbs 15-25-10 (NPK) (Slow Release)
- (b) Recommended rate of 4 to 6 actual pounds per 1,000 square feet.

- (c) All hard surfaces (sidewalks, parking, etc.) will be blown off after fertilizer applications.

22.5. HERBICIDE / FERTILIZER DAMAGE:

- (a) Any turf grass that is killed or permanently damaged by the application of herbicide or fertilizer, shall be replanted by the contractor by means of sodding. Growth will be assured. Replanting shall be done-at no additional cost to the City.
- (b) Care shall be taken to avoid herbicide drift and damage to adjacent trees, shrubs, and other plant material.

22.6. SCHEDULING OF HERBICIDE / FERTILIZER APPLICATION:

- (a) In lieu of detailed time/date schedules for treatment, the contractor shall, in coordination with the Assistant Parks Director, develop a schedule that is mutually agreeable to both. In the event of a disagreement, the schedule of the Assistant Parks Director will prevail.
- (b) The contractor shall not apply any herbicide when rainfall is forecasted within eight hours of time of applications, during periods of rainfall, immediately following periods of rainfall or while vegetation retains surface moisture. The City shall not pay for such services performed during such conditions.

22.7. LAWS AND REGULATIONS:

- (a) The contractor must have current Texas Department of Agriculture license. A copy of the license and a listing of the license numbers shall be required when bid is submitted and as they change during the contract period.
- (b) All herbicides shall be mixed and applied in strict accordance with the manufacturers E.P.A. Registered Label.
- (c) The contractor shall comply with all herbicide application requirements as set forth by the Texas Structural Pest Control Board, the Texas Department of Agriculture, the Federal Environmental Protection Agency and manufacturer's instructions provided with chemicals on labels and/or accompany brochures. If the chemical mix being used is suspect; the Texas Department of Agriculture will be requested to check and verify requirements.
- (d) All equipment used by the contractor for herbicide application must be inspected and licensed by Texas Department of Agriculture and must comply with all applicable State, Federal and OSHA regulations. The contractor shall submit a listing of equipment to be used with the bid as a basis for the City to determine the contractor's ability to perform the work within the time frame specified.
- (e) Warning signage will be required and will be mounted on 12"-24" stakes or holders. Signage is to be provided by the contractor with verbiage similar to the following:
"WARNING: This Park/Facility is scheduled for a Herbicide Treatment in the next 48 hours If turf appears wet, please stay off until dry." The signage is required to contain the contractors name and telephone number. The proper number and size of signs will be placed so as entrance into the Park from any direction will not be possible without at least one sign being seen. Signage to be removed by contractor within 48 hours after application completed by the contractor.

23. LANDSCAPE BED SPECIFICATIONS:

23.1. LANDSCAPE BED MAINTENANCE SPECIFICATIONS:

- (a) All bed areas will be clear of weeds, paper and debris each maintenance cycle.
- (b) Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal. However it is recommended that herbicides be used to control weeds as needed.
- (c) Remove dead plant material each maintenance cycle.
- (d) Rake existing mulch layer to break up matted layers and improve its appearance each maintenance cycle.
- (e) Cover exposed irrigation tubing each maintenance cycle.
- (f) Add insecticide (Merit) or approved equal as needed.
- (g) Add fungicide (Subdue) or approved equal as needed to control phytophthoral not to exceed four (4) applications annually.
- (h) Add granular fertilizer (Color Star, Osmocote) bi-annually. (April/September)

23.2. GROUND COVER TRIMMING SPECIFICATIONS:

- (a) Groundcovers and vines shall be pruned according to recommended horticultural practices to maintain overall general health and an attractive appearance.
- (b) The work shall comply with ANSI A300 (Part 1) - 2001 Pruning for Shrub, and other Woody Plant Maintenance - Standard Practices (Pruning) and ANSI Z133. 1-2006 for Operations Safety Requirements.
- (c) Ground cover plantings will be pruned to restrain perimeter growth to within planting bed areas where adjacent to sidewalks and curbs.

23.3. SHRUB/HEDGE PRUNING SPECIFICATIONS:

- (a) The work shall comply with ANSI A300 (Part 1) - 2001 Pruning for Shrub, and other Woody Plant Maintenance - Standard Practices (Pruning) and ANSI 2133. 1-2006 for Operations Safety Requirements.
- (b) Shrub/Hedge plantings will be pruned as needed to insure the correct shape and natural growth habit for the area in which the shrubs are growing¹
- (c) Shrub/Hedge plantings will be pruned to restrain perimeter growth to within planting bed areas where adjacent to sidewalks and curbs.
- (d) Tip prune selected branches of low growing shrubs or groundcover masses to maintain an even overall height to promote fullness.

23.4. SPECIFICATIONS FOR LANDSCAPE MATERIAL REPLACEMENT:

- (a) Contractor will maintain coverage of existing plantings in the landscape beds. At City's discretion contractor may be required to replace plant material.
- (b) Planting locations notated on bid sheet / attachments.
- (c) Plant material type, variety and color will be selected by Assistant Parks Director / Maintenance Supervisor.
 - Plants will be perennial species that live longer.

- Plants will be drought and deer tolerant species.

- (d) Cost for replacement materials costs will be submitted and approved prior to install.
- (e) Warranty Period - all replacement plants will carry a one year replacement guarantee.

23.5. PLANTING SPECIFICATIONS:

- (a) Remove dead plant material.
- (b) Rake off existing mulch layer.
- (c) Clean weeds and any trash from planting bed.
- (d) Rake bed smooth and remove clods/rocks greater than 1"
- (e) Plant specified species.
- (f) Add insecticide at time of planting (Merit) or approved equal. (Fall/Winter planting only)
- (g) Add fungicide at the time of planting (Subdue) or approved equal. (Fall/Winter planting only)
- (h) Add granular fertilizer at time of planting. (Color Star, Osmocote) or approved equal.

24. SPECIFICATIONS FOR MULCH:

24.1. Mulch: non-living organic and inorganic materials customarily used in landscape design to retard erosion, retain moisture, maintain even soil temperature and control weeds.

24.2. Properties that are identified for mulch shall be maintained with a consistent material to the site, unless otherwise notified. Prior to installation of mulch, submit materials to be approved by the Assistant Parks Director / Maintenance Superintendent.

24.3. FLOWER BED MULCH SPECIFICATIONS:

- (a) Mulch should be placed at a depth of not to exceed 3" in non-irrigated areas; mulch depth is not to exceed 4" in irrigated areas, not touching the stem of the plants.
- (b) Cover exposed irrigation tubing.

24.4. TREE RING MULCH SPECIFICATIONS:

- (a) Mulch should be placed at a depth of not to exceed 3" in non-irrigated areas; mulch depth is not to exceed 4" in irrigated areas.
- (b) Depth will be evenly distributed in a doughnut shaped ring out to the trees drip line.
- (c) If mulch is already present check the depth, do not add more if a sufficient layer is already in place.
- (d) Rake old mulch to break up matted layers-and improve its appearance.
- (e) Cover exposed irrigation tubing.

25. OMISSION: It is the intent of the solicitation and specification to procure complete grounds maintenance services as described herein. Any services that have been omitted from this

specification which are clearly necessary to complete the work shall be considered a requirement although not directly specified or called for in this document.

PART IV

RESPONSE REQUIREMENTS

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

The Respondent shall submit **one (1) original signed paper copy and two (4) copies** of its Response.

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

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

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

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

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

- TAB #4** 1.4. Previous Performance/Experience – Provide detailed information on firm and team experience with providing Services as described in the Purpose.
- 1.4.1. Provide verifiable examples of at least three (3) projects in each category of experience completed in the last five (5) years by the prime firm, including:
 - Project name and location;
 - Services provided;
 - Information whether the respondent was the prime professional or a sub-consultant;
 - Project status;

- Total cost;
- Client name and contact person;

1.4.2. Proof of licensure shall be required with submittal. Persons and firms practicing services in the State of Texas must possess proper licensing and registration in accordance with Texas laws.

- | | |
|---------------|--|
| TAB #5 | 1.5. <u>Available Resources and Consultant Location</u> – Provide information on size, resources and business history of the Company. |
| TAB #6 | 1.6. <u>Methodology/Approach</u> – Respondent shall define the method and approach to be used. |
| TAB #7 | 1.7. <u>Schedule/Cost</u> – Respondent shall complete Attachments C and Attachment E. |
| TAB #8 | 1.8. <u>Added Value</u> – Respondent shall explain and propose and added value that their specified services provides. WILL NOT COUNT TOWARD THE 25-PAGE LIMIT. |

PART V

- 1. CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1** Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2** If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
- 2. ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>
 - Sec. 9.05.007 Persons doing business with the city**
 - (a) Persons seeking discretionary contracts.**
 - (1)** For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the

individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.

- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.
- (b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:
 - (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
 - (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

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

1.	Company's Name		
	Name of Contact		
	Title of Contact		
	E-Mail Address		
	Present Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number: ()
2.	Company's Name		
	Name of Contact		
	Title of Contact		
	E-Mail Address		
	Present Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number: ()
3.	Company's Name		
	Name of Contact		
	Title of Contact		
	E-Mail Address		
	Present Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number: ()

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

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

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of vendor doing business with the governmental entity

Date

Attachment C

Landscape Maintenance - Cycle Description												
					Mowing		Bed Maintenance					
Area Map Number	Property Classification	Acres	Property / Description / Address	Cycles	Mow, Line Trim, Edge, Cealn-up	Turf Fertilization	Trim Ground Cover	Prune Shrub/Hedges	Maintain Landscape Beds	Pre-Emerge & Fertilization / Herbicide	Refresh / Replensh Mulch	Total Annual Cost
City Facilities												
1	A	City Hall Complex & Old Town Landscape 0.8	101 East Sonny Drive	#/YR \$/CY	36	2	36	12	12	1	2	
2	B	Fire & Police Admin Building + Fire Station No. 3 1.24	101 East Sonny Drive	#/YR \$/CY	24	1	24	12	12	1	2	
3	C	Fire Station No. 1	660 West San Gabriel Parkway	#/YR \$/CY	18	0	0	0	0	0	0	
4	C	Fire Station No. 2	1950 Crystal Falls Parkway	#/YR \$/CY	18	0	0	0	0	0	0	
5	C	Fire Station No. 4	10964 East Crystal Falls Parkway	#/YR \$/CY	18	0	0	0	0	0	0	
6	C	Fire Station No. 5	2800 Travisso Parkway	#/YR \$/CY	18	0	0	0	0	0	0	
7	A	Leander Public Library 3.45	1011 South Bagdad Road	#/YR \$/CY	36	0	12	12	12	1	2	
8	B	Mason Homestead 2.71	1101 South Bagdad Road	#/YR \$/CY	24	0	12	12	12	1	0	
9	D	Police Shooting Range 2.45	10201 RM 2243	#/YR \$/CY	12	0	0	0	0	0	0	

					Mowing		Bed Maintenance					
Area Map Number	Property Classification	Acres	Property / Description / Address	Cycles	Mow, Line Trim, Edge, Clean-up	Turf Fertilization	Trim Ground Cover	Prune Shrub/Hedges	Maintain Landscape Beds	Pre-Emerge & Fertilization / Herbicide	Refresh / Replensh Mulch	Total Annual Cost
Trails & Greenbelts												
10	C	Austin Community College Trail 2.68	#/YR \$/CY	18	0	0	0	0	0	0	0	
11	C	Bagdad Heritage Trail	#/YR \$/CY	18	0	0	0	0	0	0	0	
12	C	Broade Way, Bagdad/ S. West St Row	#/YR \$/CY	18	0	0	0	0	0	0	0	
13	A	Crystal Falls Medians	#/YR \$/CY	24	1	24	12	12	12	2		
14	C	Sarita Valley Greenbelt 2.74	#/YR \$/CY	18	0	0	0	0	0	0	0	
15	C	Stuarts Crossing Trail 1.78	#/YR \$/CY	18	0	0	0	0	0	0	0	
Parks												
16	C	Mason Creek Park 2 801 Eagles Way	#/YR \$/CY	18	0	0	0	0	0	0	0	
17	C	Northcreek Ranch Park 2.2 1001 North Creek Boulevard	#/YR \$/CY	18	0	0	0	0	0	0	0	
18	A	Old Town Park 1.03 207 West South Street	#/YR \$/CY	24	1	0	0	0	0	0	0	
19	A	Veterans Park 1.46 1200 West Sonny Drive	#/YR \$/CY	24	1	24	12	12	1	2		

Attachment D

Landscape Maintenance - Cycle Schedule

Area Map Number	Property Classification	Property Location	January	February	March	April	May	June	July	August	September	October	November	December	Total
City Facilities															
	A	City Hall Complex													
		Mow, Line Trim, Edge, Clean-up	2	2	2	4	4	4	4	4	4	2	2	2	36
		Turf Fertilization		1											1
		Trim Ground Cover	2	2	2	4	4	4	4	4	4	2	2	2	36
		Prune Shrub/Hedges	1	1	1	1	1	1	1	1	1	1	1	1	12
		Maintain Landscape Beds	1	1	1	1	1	1	1	1	1	1	1	1	12
		Pre-Emerge & Fertilization / Herbicide													0
		Mulch		1							1				2
	B	Fire & Police Admin Building + Fire Station No. 3													
		Mow, Line Trim, Edge, Clean-up	2	2	2	2	2	2	2	2	2	2	2	2	24
		Turf Fertilization		1											1
		Trim Ground Cover	2	2	2	2	2	2	2	2	2	2	2	2	24
		Prune Shrub/Hedges	1	1	1	1	1	1	1	1	1	1	1	1	12
		Maintain Landscape Beds	1	1	1	1	1	1	1	1	1	1	1	1	12
		Pre-Emerge & Fertilization / Herbicide													0
		Mulch		1							1				2
	C	Fire Station No. 1													
		Mow, Line Trim, Edge, Clean-up	1	1	1	2	2	2	2	2	2	1	1	1	18
	C	Fire Station No. 2													
		Mow, Line Trim, Edge, Clean-up	1	1	1	2	2	2	2	2	2	1	1	1	18
	C	Fire Station No. 4													
		Mow, Line Trim, Edge, Clean-up	1	1	1	2	2	2	2	2	2	1	1	1	18
	C	Fire Station No. 5													
		Mow, Line Trim, Edge, Clean-up	1	1	1	2	2	2	2	2	2	1	1	1	18
	A	Leander Public Library													
		Mow, Line Trim, Edge, Clean-up	2	2	2	4	4	4	4	4	4	2	2	2	36
		Turf Fertilization		1											1
		Trim Ground Cover	2	2	2	4	4	4	4	4	4	2	2	2	36
		Prune Shrub/Hedges	1	1	1	1	1	1	1	1	1	1	1	1	12
		Maintain Landscape Beds	1	1	1	1	1	1	1	1	1	1	1	1	12
		Pre-Emerge & Fertilization / Herbicide													0
		Mulch		1							1				2
	B	Mason Homestead													
		Mow, Line Trim, Edge, Clean-up	1	1	2	3	3	3	3	3	2	1	1	1	24
		Turf Fertilization		1											1
		Trim Ground Cover	1	1	2	3	3	3	3	3	2	1	1	1	24
		Prune Shrub/Hedges	1	1	1	1	1	1	1	1	1	1	1	1	12
		Maintain Landscape Beds	1	1	1	1	1	1	1	1	1	1	1	1	12
		Pre-Emerge & Fertilization / Herbicide													0
		Mulch		1							1				2
	D	Police Shooting Range													
		Mow, Line Trim, Edge, Clean-up	1	1	1	1	1	1	1	1	1	1	1	1	
Trails & Greenbelts															
	C	Austin Community College Trail													
		Mow, Line Trim, Edge, Clean-up	1	1	1	2	2	2	2	2	2	1	1	1	18
	C	Bagdad Heritage Trail													
		Mow, Line Trim, Edge, Clean-up	1	1	1	2	2	2	2	2	2	1	1	1	18
	C	Broade Way, Bagdad/ S. West St Row													
		Mow, Line Trim, Edge, Clean-up	1	1	1	2	2	2	2	2	2	1	1	1	18
	A	Crystal Falls Medians													
		Mow, Line Trim, Edge, Clean-up	2	2	2	4	4	4	4	4	4	2	2	2	36
		Turf Fertilization		1											1
		Trim Ground Cover	2	2	2	4	4	4	4	4	4	2	2	2	36
		Prune Shrub/Hedges	1	1	1	1	1	1	1	1	1	1	1	1	12
		Maintain Landscape Beds	1	1	1	1	1	1	1	1	1	1	1	1	12
		Pre-Emerge & Fertilization / Herbicide	1	1	1	1	1	1	1	1	1	1	1	1	12
		Mulch		1							1				2
	C	Sarita Valley Greenbelt													
		Mow, Line Trim, Edge, Clean-up	1	1	1	2	2	2	2	2	2	1	1	1	18
	C	Stuarts Crossing Trail													
		Mow, Line Trim, Edge, Clean-up	1	1	1	2	2	2	2	2	2	1	1	1	18
Parks															
	C	Mason Creek Park													
		Mow, Line Trim, Edge, Clean-up	1	1	1	2	2	2	2	2	2	1	1	1	18
	C	Northcreek Ranch Park													
		Mow, Line Trim, Edge, Clean-up	1	1	1	2	2	2	2	2	2	1	1	1	18
	A	Old Town Park													
		Mow, Line Trim, Edge, Clean-up	2	2	2	2	2	2	2	2	2	2	2	2	24
		Turf Fertilization		1											1
	A	Veterans Park													
		Mow, Line Trim, Edge, Clean-up	1	1	2	3	3	3	3	3	2	1	1	1	24
		Turf Fertilization		1											1
		Trim Ground Cover	1	1	2	3	3	3	3	3	2	1	1	1	24
		Prune Shrub/Hedges	1	1	1	1	1	1	1	1	1	1	1	1	12
		Maintain Landscape Beds	1	1	1	1	1	1	1	1	1	1	1	1	12
		Pre-Emerge & Fertilization / Herbicide													0
		Mulch		1							1				2



#1 City Hall Complex
105 North Brushy Street



#2 Fire & Police Admin
101 East Sonny Drive



#3 Fire Station #1
660 West San Gabriel Parkway



#4 Fire Station #2
1950 Crystal Falls Parkway

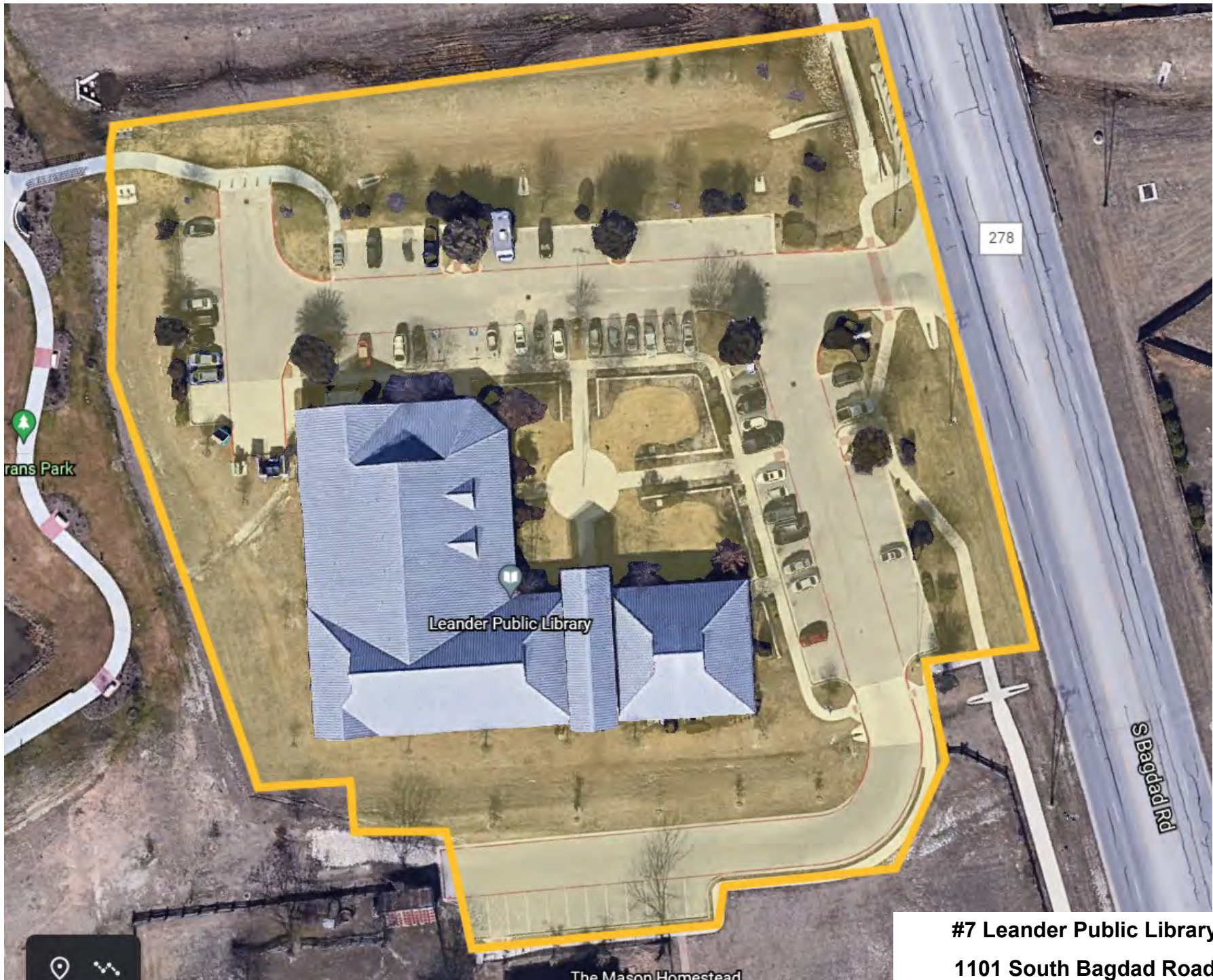


#5 Fire Station #4

10964 East Crystal Falls Parkway



#6 Fire Station #5
2800 Travisso Parkway



#7 Leander Public Library
1101 South Bagdad Road



The Mason Homestead

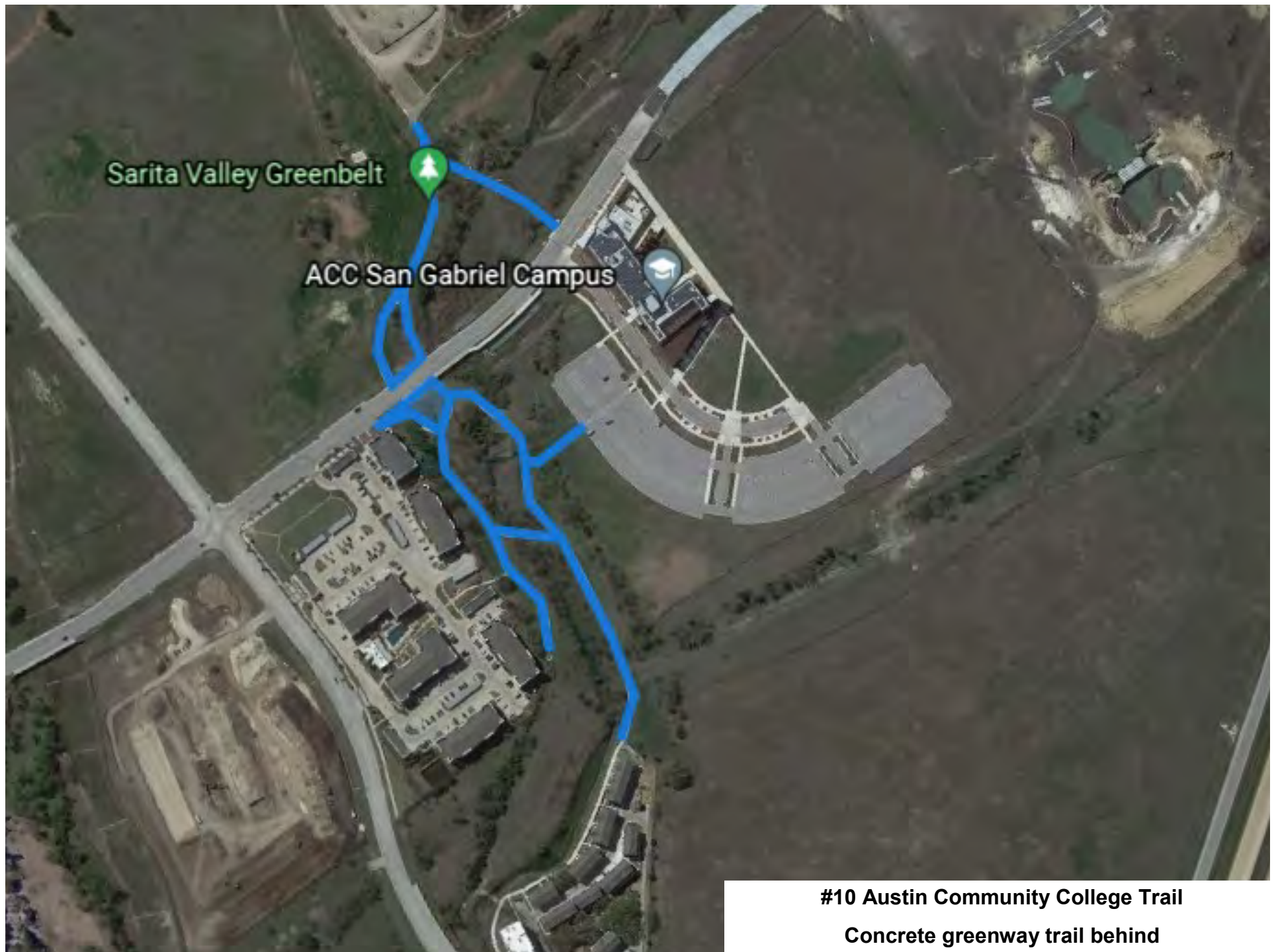
S Bagdad Rd

Penstemon Dr

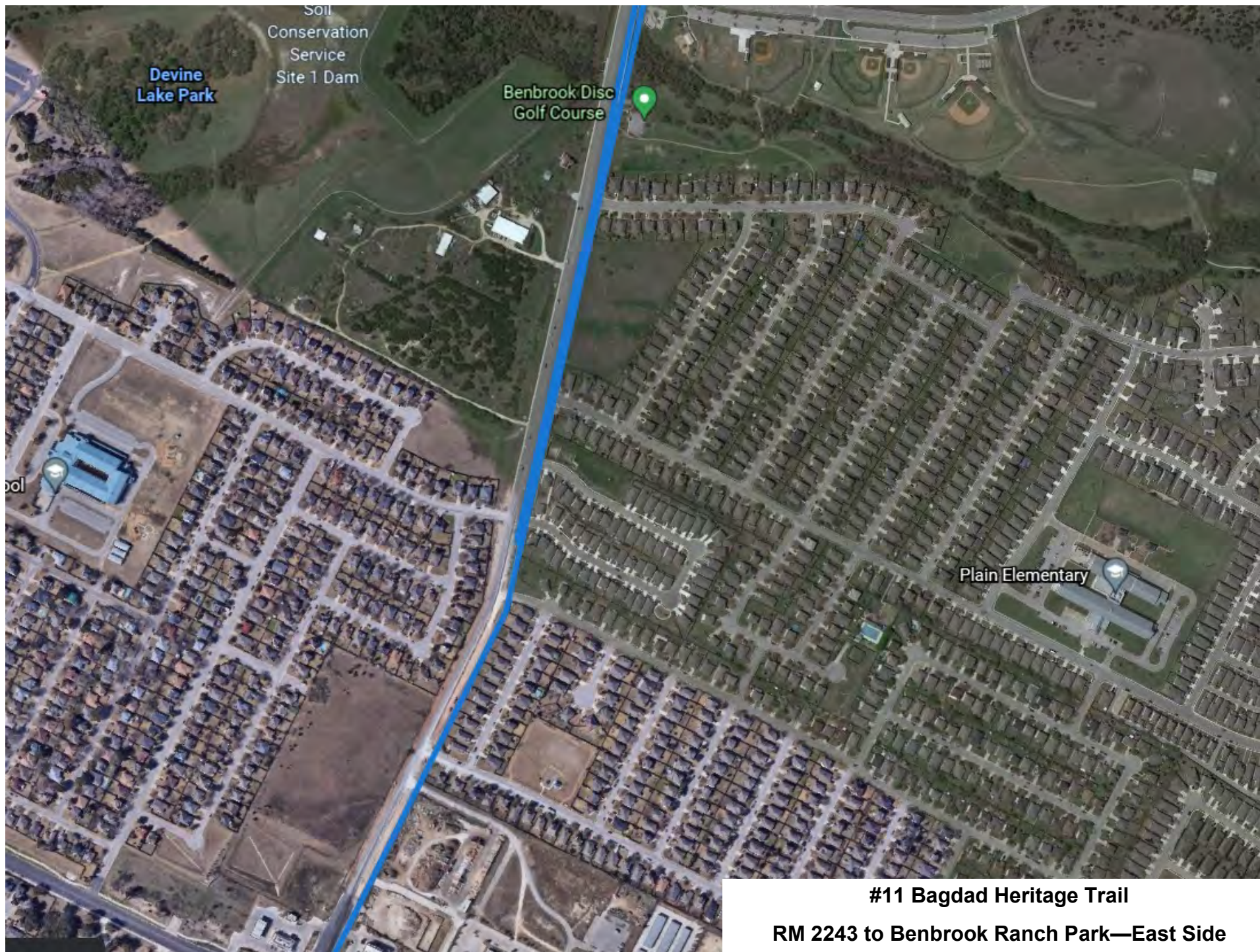
#8 Mason Homestead
1101 South Bagdad Road



#9 Police Shooting Range
10201 RM 2243



#10 Austin Community College Trail
Concrete greenway trail behind
ACC San Gabriel Campus

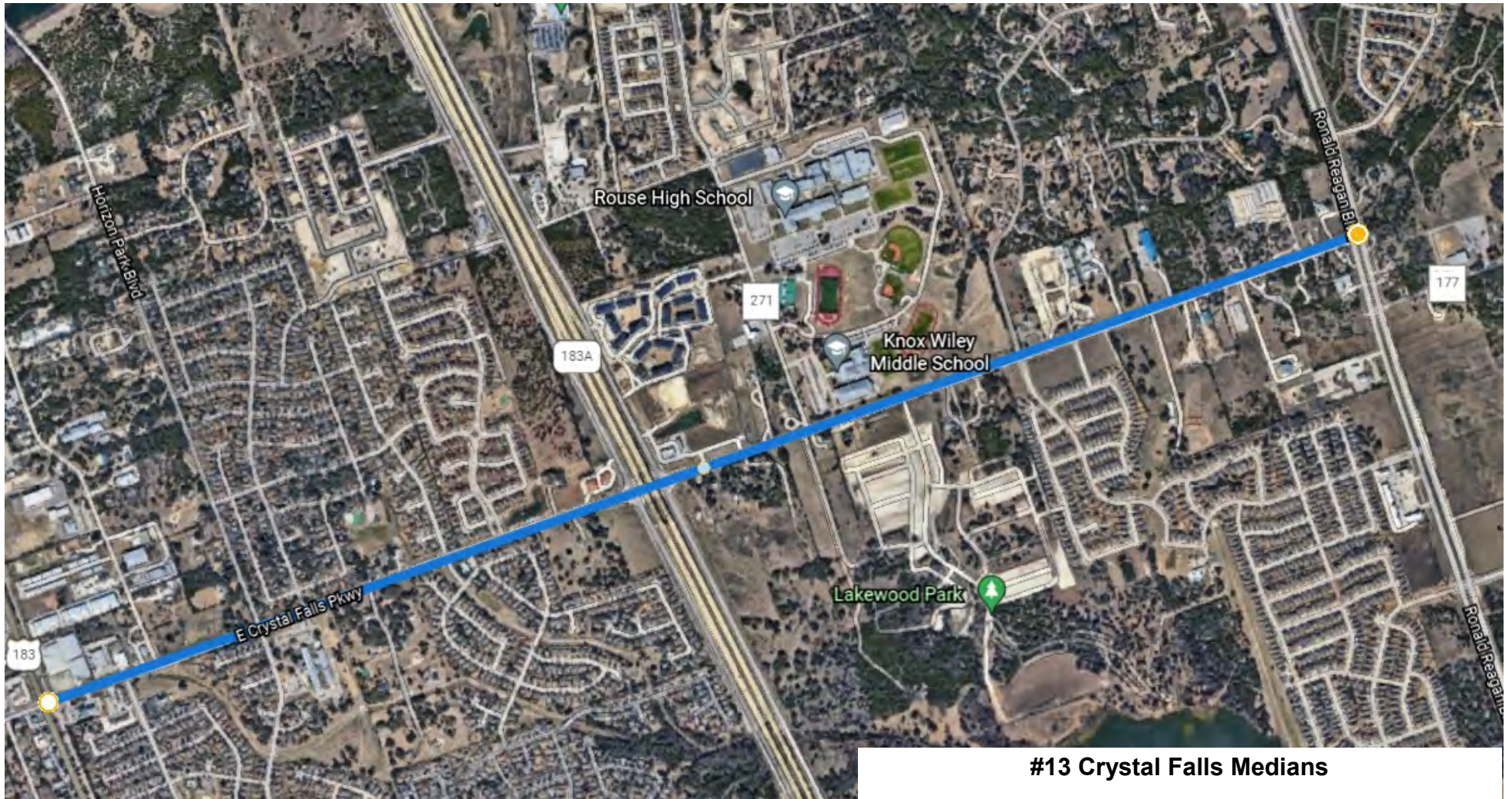


#11 Bagdad Heritage Trail

RM 2243 to Benbrook Ranch Park—East Side



#12 Broade Way, Bagdad/S. West Street Row



#13 Crystal Falls Medians
Medians from Ronald Regan Blvd. - HW 183



#14 Sarita Valley Greenbelt

Concrete greenway trail behind Sarita Valley from Ronald Reagan Blvd. — Wedgescale Pass



#15 Stuarts Crossing Trail
Concrete greenway trail at the back of Stuarts Crossing
Neighborhood, along Brushy Creek



#16 Mason Creek Park
801 Eagles Way



#17 Northcreek Ranch Park
1001 North Creek Boulevard



#18 Old Town Park
207 West South Street



#19 Veterans Park
1200 West Sonny Drive

Bid Info: City of Leander Park and Municipal Mowing

Solicitation No. S22-019 Opening: 3/17/2022

EVALUATION CRITERIA	Max Points			
Cost	25	10.7	24	19.3
City Hall Complex & Old Town Landscape		\$18,810.00	\$7,596.21	\$25,303.58
Fire & Police Admin Building + Fire Station No. 3		\$9,273.60	\$16,034.85	\$9,885.85
Fire Station No. 1		\$7,560.00	\$1,533.59	\$2,854.44
Fire Station No. 2		\$5,886.00	\$3,067.18	\$3,682.98
Fire Station No. 4		\$9,504.00	\$3,067.18	\$3,781.08
Fire Station No. 5		\$9,720.00	\$3,067.18	\$4,910.76
Leander Public Library		\$32,447.25	\$17,339.83	\$21,756.24
Mason Homestead		\$19,633.95	\$6,838.33	\$4,400.16
Police Shooting Range		\$4,410.00	\$3,067.18	\$2,577.72
Austin Community College Trail		\$7,236.00	\$4,600.77	\$5,235.84
Bagdad Heritage Trail		\$9,072.00	\$1,533.59	\$6,089.22
Broade Way, Bagdad/ S. West St Row		\$3,780.00	\$766.80	\$2,602.26
Crystal Falls Medians		\$52,351.65	\$21,956.87	\$26,075.09
Sarita Valley Greenbelt		\$7,398.00	\$3,067.18	\$5,088.42
Stuarts Crossing Trail		\$4,806.00	\$2,300.39	\$3,627.72
Mason Creek Park		\$5,400.00	\$2,300.39	\$3,210.30
Northcreek Ranch Park		\$5,940.00	\$3,067.18	\$3,443.76
Old Town Park		\$4,094.25	\$2,275.33	\$2,687.89
Veterans Park		\$36,225.00	\$12,059.25	\$32,676.69
TOTAL		\$253,547.70	\$115,539.28	\$169,890.00
Relevant Qualifications and Experience	25	20	22.7	20.7
Available Resources	10	5	9	8.3
Methodology, Approach, and Schedule	20	11.7	19.3	15.3
Work Samples	20	8.3	18	10.7
References		Acceptable	Acceptable	Acceptable
TOTAL:	100	56	93	74

AWARD



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Approval of a Resolution responding to the application of Atmos Energy Corporation – Midtex Division, to increase rates under the Gas Reliability Infrastructure Program; suspending the effective date of this rate application for forty-five (45) days; and authorizing the City to continue to participate in a coalition of cities known as the Atmos Texas Municipalities (ATM).

BACKGROUND:

Recently, Atmos Energy submitted its annual Gas Reliability Infrastructure Program (GRIP) filing for 2022 which is based on its infrastructure investments for calendar year 2021. The proposed effective date is April 26, 2022 for its change in rates. However, the City can suspend the proposed effective date for an additional forty-five (45) days, or June 10, 2022. Unfortunately, cities have little meaningful opportunity to affect the outcome in GRIP cases given the Texas Supreme Court's decision that these cases aren't contested cases, nor rate changes, that cities would otherwise be allowed to intervene in the proceedings at the Railroad Commission.

Atmos Energy's proposed increase in revenue would result in the following approximate percentage increases in a customer's base-rate bills. Residential Gas Service (14.2%); Commercial Gas Service (15.5%); Industrial & Transportation Gas Service (11.9%).

Atmos Energy's application, if approved by the Railroad Commission, would result in a systemwide increase in Atmos Energy's revenue of about \$128.36 million.

Leander is a member of the Atmos Texas Municipalities ("ATM") which was organized by a number of municipalities served by Atmos Energy Corporation – MidTex Division ("Atmos Energy") and is represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by Atmos Energy.

RECOMMENDATION:

Recommend approval of resolution to suspend effective date of the rate filing.

PRESENTER:

Robert G. Powers, Executive Director

Attachments

1. Company Rate Filing
2. Information Sheet
3. Resolution to Suspend
4. Atmos Billing Information



Christopher A. Felan
Vice President
Rates & Regulatory Affairs

February 25, 2022

TO THE GOVERNING BODY OF THE CITIES IN THE ATMOS TEXAS MUNICIPALITIES
COALITION SERVED BY ATMOS ENERGY CORPORATION'S MID-TEX DIVISION

Dear City Official,

Please find enclosed the 2021 Interim Rate Adjustment Application ("IRA") for the incorporated areas of the Atmos Texas Municipalities Coalition ("ATM Cities") served by Atmos Energy Corporation's Mid-Tex Division, (the "Mid-Tex Division" or the "Company").

This filing includes information labeled as follows:

- (a) The ATM Cities Interim Rate Adjustment Application ("IRA Application" Section) and the Annual Earnings Monitoring Report ("EMR Report" Section).
- (b) The Project Report describing the investment projects used by the Company in providing utility service which were both completed and placed in service from January 1, 2021 through December 31, 2021 as well as the investments retired or abandoned from January 1, 2021 through December 31, 2021 ("Project Report" Section). The Project Report also states the cost, need, and customers benefited by the change in investment. A Project Report is also included which states the project by FERC Account and amount.
- (c) The Relocation Project Report providing certain supplemental information about relocation project costs included in the Project Report for the period of January 1, 2021 through December 31, 2021 ("Relocation Project Report" Section).
- (d) The affidavits of Christopher A. Felan and Barbara W. Myers. Mr. Felan's affidavits attest to (i) the method and date on which notice will be given to all customers, and (ii) relocations. Ms. Myers provides an affidavit which verifies that the Mid-Tex Division's books and records are kept in accordance with the rules of the Railroad Commission of Texas and verifies that the schedules enclosed are

summaries of the Mid-Tex Division's books and records related to the invested capital used by the Company in providing utility service ("Affidavits" Section).

The tariffs included in the enclosed package in the section designated "IRA Application" following IRA-3 will be effective on April 26, 2022. These tariffs establish an IRA that will affect the monthly customer charge or meter charge applicable to the ATM Cities. As authorized under Section 104.301 of the Texas Utilities Code, the IRA will recover the difference between the values of invested capital for the Mid-Tex Division's system as of December 31, 2021, and the value of the invested capital for the Mid-Tex Division's system as of December 31, 2020. This investment is used to provide gas services and the IRA will remain in effect until the issuance of a final decision in a rate case that is filed after the implementation of these tariffs. All amounts collected under these tariffs are subject to refund.

The IRA set forth in the tariffs accompanying this filing was calculated by applying the methodologies approved by the Railroad Commission of Texas in GUD No. 10779 and the factors established in the Final Order Finding of Fact Nos. 45 and 46 and Exhibit B. GUD No. 10779 established the latest effective rates for customers within the ATM Cities. Upon approval, the IRA will be added to the customer/meter charges that are effective for customers within the ATM Cities.

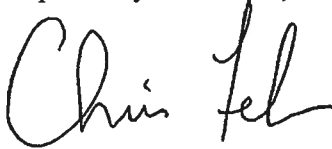
Under Section 104.301, as amended, ATM Cities are provided the opportunity to review the filing and either: (i) take final action before April 26, 2022; or (ii) suspend the effective date of these tariffs for forty-five (45) days after April 26, 2022. The source documentation supporting the new investment is available for review through Atmos Energy's electronic databases. If you wish to schedule an opportunity to review the electronic databases or any hard copy project files related to the new investment, please contact me at 214-206-2568. In addition, the Company has elected to make certain adjustments in this filing. These adjustments are detailed in the Company's IRA schedules. Elective adjustments have been made to remove certain employee expenses identified via a detailed review of every employee expense report for items recorded to capital projects for the Shared Services Division and the Mid-Tex Division. These expenses have been removed to reduce controversy. The Company reserves its right to seek recovery of these expenses in a rate proceeding involving a review of the Company's invested capital through at least December 31, 2021.

Atmos Energy Corporation
5420 LBJ Freeway, Suite 1862
Dallas, TX 75240
P 214-206-2568 F 214-206-2126 Christopher.Felan@atmosenergy.com

Notice of this proceeding will be provided to affected customers in the incorporated areas of the ATM Cities by bill insert or individual mailing within 45 days after the date of this filing in accordance with Section 104.301. The tariffs included in the IRA Application Section of this GRIP filing do not require any action on the part of your city to become effective on April 26, 2022.

In closing, please accept for filing this cover correspondence, the above mentioned tariffs, filing package and enclosures. Please contact me with any questions you may have regarding this filing.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Chris Felan", written in a cursive style.

Christopher A. Felan

AGENDA INFORMATION SHEET
AGENDA ITEM NO. _____

ACTION TO SUSPEND FOR 45 DAYS THE EFFECTIVE DATE PROPOSED BY ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM, AND AUTHORIZE THE CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES"

ATMOS TEXAS MUNICIPALITIES

The City is a member of the Atmos Texas Municipalities (“ATM”). The ATM group was organized by a number of municipalities served by Atmos Energy Corporation – MidTex Division (“Atmos Energy”) and has been represented by the law firm of Herrera Law & Associates, PLLC to assist in reviewing applications to change rates submitted by Atmos Energy.

“GRIP” RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between general rate cases. This section of GURA is commonly referred to as the “GRIP” statute, that is, the “Gas Reliability Infrastructure Program.”

Under a decision by the Supreme Court of Texas, the Court concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between general rate cases by applying for an interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility’s filings to ensure compliance with the GRIP statute and the Railroad Commission’s rules, and that it is within the Railroad Commission’s authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission.

ATMOS ENERGY’S “GRIP” APPLICATION

On or about February 25, 2022 Atmos Energy filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (“GRIP”). Atmos Energy’s application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2022 Interim Rate Adjustment	Adjusted Customer Charge	Increase Per Bill
Rate R – Residential Sales	\$30.99 per customer per month	\$5.15 per customer per month	\$36.14 per customer per month	\$5.15
Rate C – Commercial Sales	\$81.27 per customer per month	\$16.47 per customer per month	\$97.74 per customer per month	\$16.47
Rate I (Industrial) & Rate T (Transportation)	\$1,463.50 per customer per month	\$309.07 per customer per month	\$1,772.57 per customer per month	\$309.07

Also, Atmos Energy's proposed increase in revenue results in the following approximate percentage increases in a customer's base-rate bills. Base rates recover Atmos Energy's costs excluding the cost of gas and are the costs that are directly within Atmos Energy's control:

Residential Gas Service:	14.2% increase in average customer's bill
Commercial Gas Service:	15.5% increase in average customer's bill
Industrial & Transportation Gas Service:	11.9% increase in average customer's bill

Atmos Energy's application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy's revenue of about \$128.36 million, of which ATM's portion is about \$12.81 million. Atmos Energy proposed an effective date of April 26, 2022.

REVIEW AND ACTION RECOMMENDED

In light of the Texas Supreme Court's opinion, the City's ability to review and effectuate a change in Atmos Energy's requested increase is limited. Nonetheless, to allow for a limited review of Atmos Energy's GRIP application, and given the limited authority cities have in GRIP cases, it is recommended that the City suspend Atmos Energy's proposed effective date of April 26, 2022 for forty-five days as allowed by state law, so that the City may evaluate whether the data and calculations in Atmos Energy's rate application are correctly done.

Therefore, ATM's Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending Atmos Energy's proposed effective date for 45 days. Assuming a proposed effective date of April 26, 2022 Atmos Energy's proposed effective date is suspended until June 10, 2022.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF THE CITY OF LEANDER, TEXAS, ("CITY") RESPONDING TO THE APPLICATION OF ATMOS ENERGY CORPORATION – MIDTEX DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY TO CONTINUE TO PARTICIPATE IN A COALITION OF CITIES KNOWN AS THE "ATMOS TEXAS MUNICIPALITIES;" DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about February 25, 2022 Atmos Energy Corporation – MidTex Division (“Atmos Energy”) filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program (‘GRIP’), which if approved, results in an increase in the monthly customer charges as follows:

Rate Schedule	Current Customer Charge	Proposed 2021 Interim Rate Adjustment	Adjusted Customer Charge	Increase Per Bill
Rate R – Residential Sales	\$30.99 per customer per month	\$5.15 per customer per month	\$36.14 per customer per month	\$5.15
Rate C – Commercial Sales	\$81.27 per customer per month	\$16.47 per customer per month	\$97.74 per customer per month	\$16.47
Rate I (Industrial) & Rate T (Transportation)	\$1,463.50 per customer per month	\$309.07 per customer per month	\$1,772.57 per customer per month	\$309.07

WHEREAS, Atmos Energy’s application, if approved by the Railroad Commission, will result in a systemwide increase in Atmos Energy’s revenue of about \$128.36 million, of which ATM’s portion is about \$12.81 million; and

WHEREAS, the City has a special responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, the application to increase rates by Atmos Energy is complex; and

WHEREAS, the effective date proposed by Atmos Energy is April 26, 2022 but a suspension by the City will mean that the rate increase cannot go into effect prior to June 10, 2022; and

WHEREAS, it is necessary to suspend the effective date for the increase in rates for forty-five days, so that the City can assure itself that the data and calculations in Atmos Energy's rate application are correctly done and are in conformity with section 104.301 of the Gas Utility Regulatory Act.

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

Section 1. That the statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. The City suspends the requested effective date by Atmos Energy for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

Section 3. The City shall continue to act jointly with other cities that are part of a coalition of cities known as the Atmos Texas Municipalities ("ATM").

Section 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with Atmos Energy's application to increase rates.

Section 5. To the extent Atmos Energy's application to increase rates under section 104.301 of the Gas Utility Regulatory Act ("GURA") is considered a ratemaking proceeding, Atmos Energy is ordered to reimburse the City's reasonable rate case expenses incurred in response to Atmos Energy's rate increase application within 30 days of receipt of invoices for such expenses to the extent allowed by law.

Section 6. A copy of this resolution shall be sent to Mr. Christopher A. Felan, Vice President, Rates & Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite

1862, Dallas, Texas 75240; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy., Austin, Texas 78756.

Section 7. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this 7th day of April, 2022.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

CUSTOMER NOTICE OF INTERIM RATE ADJUSTMENT

Pursuant to Texas Utilities Code Section 104.301, the Mid-Tex Division of Atmos Energy Corporation (the "Company"), filed an application for an Interim Rate Adjustment with the Cities in the Atmos Texas Municipalities Coalition ("ATM Cities") on February 25, 2022. This proposed Interim Rate Adjustment applies to all customers served by the Company within the ATM Cities incorporated areas of the Mid-Tex Division and provides for the recovery of additional capital investment incurred from January 1, 2021 through December 31, 2021. The request is for capital investment not included in any previous rate case or rates for service, does not include the recovery of costs related to the winter event of February 2021, and is subject to refund.

The Company proposes to increase the customer/meter charge used to calculate the customer's monthly bill by the amount listed below. The proposed Interim Rate Adjustment effective date is April 26, 2022. In accordance with Texas Utilities Code

Rate Schedules	Current Customer Charge	Proposed 2021 Interim Adjustment	Adjusted Charge	Increase Each Bill
Rate R Residential Sales	\$ 30.99 per customer per month	\$ 5.15 per customer per month	\$ 36.14 per customer per month	\$ 5.15
Rate C Commercial Sales	\$ 81.27 per customer per month	\$ 16.47 per customer per month	\$ 97.74 per customer per month	\$ 16.47

30784-I-0150

Section 104.101, the increase constitutes a major change in the Company's rates.

Persons with questions or who want more information about this filing may contact the Company at 1-888-286-6700. A copy of the filing will be available for inspection during normal business hours at the Company's office at 5400 LBJ Freeway, Suite 1800, Dallas, Texas, 75240 or on the Company's website at www.atmosenergy.com/MTXtariffs.

Any affected person within an ATM Cities incorporated area may contact his or her city council. Please reference the ATM Cities Interim Rate Adjustment in your written comment or protest.



IMMEDIATE ASSISTANCE AVAILABLE

Additional funds are available to help people in need pay their utility bills. Visit atmosenergy.com/assistance or call toll-free 1-888-286-6700 to find an energy assistance agency near you.

CUSTOMER CHARGE EXPLANATION

The customer charge on your bill reflects a basic charge of \$18.85, a Conservation and Energy Efficiency surcharge of \$0.05, a 2018 GRIP surcharge of \$2.84, and a 2019 GRIP surcharge of \$4.71, and a 2020 GRIP surcharge of \$4.54 for a net customer charge of \$30.99. The Gas Reliability Infrastructure Programs Surcharge (GRIP) is a surcharge to recover the costs of utility plant projects that have been completed since the last rate case pursuant to Texas Utilities Code Sec. 104.301. This surcharge will appear on your bill until it is rolled into regular rates following the next rate case. For more information about your bill, visit atmosenergy.com/bill.

Go paperless with E-Bill and sign up for other billing and payment options at www.atmosenergy.com.

For instructions on reading your Atmos Energy bill, please visit www.atmosenergy.com/yourbill.

CONTACT US:

Emergency Phone 24/7: 1-866-322-8667
Customer Service M-F 7am - 6pm CST:
1-888-286-6700

Scan Here



To Make a Payment

Need help paying your utility bills?

Installment plans and financial assistance are available if you are struggling to pay your bill.

To find an energy assistance agency near you, visit atmosenergy.com/assistance.
Call 888.286.6700 to set up an installment plan that works for you.



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Keep this portion for your records

Page 1 of 2

**EXECUTIVE SUMMARY****04/07/2022**

AGENDA SUBJECT:

Approval of an Ordinance amending Ordinance No. 21-077-00 adopting the annual budget of the City of Leander, Texas for Fiscal Year 2022.

BACKGROUND:

This budget amendment appropriates funds for projects that were approved in the prior year, but were not completed; projects or contracts that have been approved by prior action of the City Council during the current fiscal year, but were not anticipated or known prior to adoption of the current budget; or significant changes in expenditure estimates from the adopted budget. In all cases, sufficient revenues exist to fund these expenditures.

In the General Fund, \$203,300.00 of the \$356,360.00 increase requested is for the acquisition and upfront costs associated with the new Leander Activity Center lease space. An additional \$12,210.00 is requested for the Juneteenth Day event which is anticipated to recover \$10,650.00 of that amount with outside revenue. The Golf Course budget is increased by \$385,500.00, of which \$360,500.00 is a transfer from the Parkland Dedication Fund to cover the funding shortfall associated with the driving range reconstruction bid that was recently approved by City Council. The Utility Fund is increased by \$1,375,000.00. Of this amount, \$450,000.00 is due to the City's share of repairs to New Hope Road in Cedar Park. Constructed over ten (10) years ago, the BCRUA waterline that runs underneath New Hope Road is the main delivery for Round Rock and Leander's take from the BCRUA. While investigating the cause of the current road failures, engineers have determined it to be the result of the initial waterline construction. Included for Leander's share of the design and land acquisition costs for the Underwater Pipeline Replacement contract that City Council approved on February 17, 2022 is \$130,000.00. Other increases in the Utility Fund budget are the result of actual expenditures being greater than anticipated in the adopted budget.

In addition to other changes in several funds, this budget amendment incorporates the anticipated revenue from the two (2) debt issuances for transportation and utility projects. Lastly, additional funding is requested to update the water master plan (\$75,000) and \$50,000 to update the City's water model. The Water Master Plan will be to forecast the water demands for the future, and where within the city it will be needed. This will help determine the needs of the water CIP in the future. The water modeling is a service that the engineering firm of K. Friesse will provide on a regular basis, checking that our system, as it stands now, can absorb the additional flows for a new subdivision, and checking that the distribution lines within the development are sized appropriately.

RECOMMENDATION:

Recommend Approval

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

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

Attachments

1. Ordinance Amendment

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING
ORDINANCE NO. 21-077-00 ADOPTING THE ANNUAL BUDGET OF THE
CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2022.

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the Mayor and City Council; and

WHEREAS, the City Council approved and adopted the FY 2022 budget; and

WHEREAS, the City Council desires to amend the budget to account for changes that were unanticipated prior to adoption of the budget.

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. Budget Amendment. The FY 2022 Budget is hereby amended as shown in Exhibit A.

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

PASSED AND APPROVED on this 7th day of April 2022.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A - SUMMARY

FUND	ADOPTED FY 2022 BUDGET	AMENDMENT 1 FY 2022 CHANGE		REVISED FY 2022 BUDGET
01 - GENERAL FUND				
REVENUES	53,435,527	367,010		53,802,537
EXPENDITURES	59,969,727	367,010		60,336,737
02 - PEG CABLE FRANCHISE FUND				
REVENUES	91,000	0		91,000
EXPENDITURES	91,000	0		91,000
03 - BRYSON FARMSTEAD FUND				
REVENUES	915,000	0		915,000
EXPENDITURES	615,000	0		615,000
04 - LEANDER CLEAN UP FUND				
REVENUES	24,175	0		24,175
EXPENDITURES	35,000	0		35,000
05 - GOLF FUND				
REVENUES	1,401,332	360,500		1,761,832
EXPENDITURES	1,946,332	385,500		2,331,832
06 - OLD TOWN REDEVELOPMENT FUND				
REVENUES	250	0		250
EXPENDITURES	100,000	0		100,000
10 - PUBLIC ARTS FUND				
REVENUES	14,900	0		14,900
EXPENDITURES	60,700	0		60,700
11 - HOTEL-MOTEL TAX FUND				
REVENUES	94,500	65,500		160,000
EXPENDITURES	74,625	55,500		130,125
12 - TIA FUND				
REVENUES	205,000	0		205,000
EXPENDITURES	6,310	50,526		56,836
14 - VEHICLE FUND				0
REVENUES	2,808,258	0		2,808,258
EXPENDITURES	1,996,700	400,000		2,396,700
20 - UTILITY FUND				
REVENUES	41,138,200	1,375,000		42,513,200
EXPENDITURES	40,204,440	1,375,000		41,579,440

FUND	ADOPTED FY 2022 BUDGET	AMENDMENT 1 FY 2022 CHANGE	REVISED FY 2022 BUDGET
21 - UTILITY VEHICLE FUND			
REVENUES	187,530	0	187,530
EXPENDITURES	120,000	0	120,000
23 - SERIES 2020 CO / BCRWWS			
REVENUES	12,456,288	19,295,000	31,751,288
EXPENDITURES	12,456,288	19,295,000	31,751,288
25 - WATER IMPACT			
REVENUES	7,785,000	1,257,310	9,042,310
EXPENDITURES	11,673,750	1,257,310	12,931,060
26 - WASTEWATER IMPACT			
REVENUES	4,502,000	0	4,502,000
EXPENDITURES	10,135,000	(438,450)	9,696,550
27 - WATER CIP FUND			
REVENUES	7,520,000	0	7,520,000
EXPENDITURES	7,920,409	1,963,220	9,883,629
380 - MEDICAL COMPLEX FUND			
REVENUES	75,000	0	75,000
EXPENDITURES	75,000	0	75,000
40 - GENERAL CIP			
REVENUES	4,447,500	0	4,447,500
EXPENDITURES	8,024,784	347,380	8,372,164
55 - GO BOND 2016			
REVENUES	0	50,526	50,526
EXPENDITURES	5,084,600	0	5,084,600
56 - CO SERIES 2018-B			
REVENUES	0	0	0
EXPENDITURES	232,025	265,000	497,025
57 - CO SERIES 2018-A			
REVENUES	2,500	0	2,500
EXPENDITURES	3,566,178	2,233,822	5,800,000
58 - CO SERIES 2022			
REVENUES	13,910,000	6,320,000	20,230,000
EXPENDITURES	13,910,000	6,320,000	20,230,000

FUND	ADOPTED FY 2022 BUDGET	AMENDMENT 1 FY 2022 CHANGE		REVISED FY 2022 BUDGET
501 - GO BONDS-TRN				
REVENUES	0	0		0
EXPENDITURES	400,000	0		400,000
502 - GO BONDS-PARKS				
REVENUES	0	0		0
EXPENDITURES	0	0		0
503 - GO BONDS-SR CENTER				
REVENUES	0	0		0
EXPENDITURES	0	0		0
504 - GO BONDS-REC CENTER				
REVENUES	2,000	0		2,000
EXPENDITURES	0	0		0
511 - GO BONDS-TRN				
REVENUES	5,000	0		5,000
EXPENDITURES	10,800,762	0		10,800,762
512 - GO BONDS-PARKS				
REVENUES	0	0		0
EXPENDITURES	0	0		0
513 - GO BONDS-SR CENTER				
REVENUES	1,746	0		1,746
EXPENDITURES	0	0		0
60 - GRANTS - PUBLIC WORKS				
REVENUES	209,849	0		209,849
EXPENDITURES	209,849	0		209,849
65 - GRANTS - FIRE				
REVENUES	1,164,484	0		1,164,484
EXPENDITURES	1,164,484	0		1,164,484
68 - FEDERAL ARPA GRANT				
REVENUES	2,829,423	0		2,829,423
EXPENDITURES	510,000	0		510,000
70 - POLICE DEPT. GRANTS				
REVENUES	104,000	0		104,000
EXPENDITURES	104,000	0		104,000

FUND	ADOPTED FY 2022 BUDGET	AMENDMENT 1 FY 2022 CHANGE		REVISED FY 2022 BUDGET
701 - POLICE COMMUNITY PROGRAMS				
REVENUES	6,000	0		6,000
EXPENDITURES	6,000	0		6,000
71 - COURT SECURITY FUND				
REVENUES	16,250	0		16,250
EXPENDITURES	68,325	0		68,325
72 - COURT TECHNOLOGY FUND				
REVENUES	12,500	0		12,500
EXPENDITURES	12,500	0		12,500
73 - PARKS SPECIAL REVENUE FUND				
REVENUES	302,650	0		302,650
EXPENDITURES	284,000	360,500		644,500
74 - FIRE SPECIAL REVENUE FUND				
REVENUES	6,000	0		6,000
EXPENDITURES	6,000	0		6,000
75 - PARK DEDICATION FEES				
REVENUES	319,000	0		319,000
EXPENDITURES	1,657,000	0		1,657,000
76 - STEP FUND				
REVENUES	50,250	0		50,250
EXPENDITURES	50,250	40,000		90,250
77 - POLICE FORFEITURE FUND				
REVENUES	15,000	0		15,000
EXPENDITURES	15,000	0		15,000
78 - POLICE SPECIAL REVENUE				
REVENUES	46,250	0		46,250
EXPENDITURES	46,000	0		46,000
79 - TIRZ #1 FUND				
REVENUES	3,550,000	0		3,550,000
EXPENDITURES	3,550,000	0		3,550,000
750 - FIRE RESCUE REVENUE				
REVENUES	35,000	0		35,000
EXPENDITURES	52,870	0		52,870

FUND	ADOPTED FY 2022 BUDGET	AMENDMENT 1 FY 2022 CHANGE		REVISED FY 2022 BUDGET
80 - GF DEBT SERVICE				
REVENUES	15,545,805	0		15,545,805
EXPENDITURES	13,426,250	0		13,426,250
85 - UF DEBT SERVICE				
REVENUES	13,856,645	0		13,856,645
EXPENDITURES	13,856,645	0		13,856,645
96 - LEANDER DEVELOPMENT AUTHORITY				
REVENUES	2,288,500	0		2,288,500
EXPENDITURES	2,288,500	0		2,288,500

EXHIBIT A – DETAIL

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 1 FY 2022 CHANGE	TOTAL
01 - GENERAL FUND				
REVENUES				
01-00-4480	Revenues	Sales Tax	356,360	
01-00-4719	Revenues	Concert & Events	10,650	
		Total Revenues		367,010
EXPENDITURES				
01-06-7502	Library	Keyless Security Access / Library Annex	18,500	
01-08-5600	Economic Development	Fiscal Impact Model (fy21 carryover)	65,000	
01-09-5120	Human Resources	HR Generalist (mid-year)	35,000	
01-13-5503	General Services	Chamber House - repairs (water damage)	8,000	
01-22-5120	Engineering	Salary savings (vacancies)	(95,500)	
01-22-5600	Engineering	Engineering Services (staffing supplement services)	95,500	
01-23-5215	Parks & Recreation	New Facility / IT Equipment	18,600	
01-23-5217	Parks & Recreation	New Facility / minor equipment	10,200	
01-23-5220	Parks & Recreation	New Facility / Janitorial Services	12,000	
01-23-5627	Parks & Recreation	New Facility Lease; utilities	162,500	
01-23-6314	Parks & Recreation	Juneteenth Event	12,210	
01-51-5485	Building Inspections	MyPermitNow software licensing (overage)	25,000	
		Total Expenditures		367,010
05 - GOLF FUND				
REVENUES				
05-00-4910	Revenues	Transfer In - Parkland Dedication Fund	360,500	
		Total Revenues		360,500
		Fund Balance		25,000
EXPENDITURES				
05-01-8503	Golf Maintenance	Driving Range Improvements	360,500	
05-31-7503	Pro Shop	Little Gino's lease improvements (per lease agreement)	25,000	
		Total Expenditures		385,500
11- HOTEL OCCUPANCY TAX FUND				
REVENUES				
11-00-4860	Revenues	Hotel Occupancy Taxes (revised estimates)	65,500	
		Total Revenues		65,500

11- HOTEL OCCUPANCY TAX FUND				
EXPENDITURES				
11-01-5740	Hotel Occupancy Tax Fund	Tourism & Development (Chamber contract rev %)	55,500	
		Total Expenditures		55,500
12 - TRAFFIC IMPACT FEE FUND				
REVENUES				
		Fund Balance (prior year Devine Lake Dev Agr)		50,526
EXPENDITURES				
12-01-9008	Traffic Impact Fee CIP	Transfer to F55 (Bagdad/San Gabriel intersection)	50,526	
		Total Expenditures		50,526
14 - VEHICLE FUND				
REVENUES				
		Fund Balance		400,000
EXPENDITURES				
14-50-7300	Fire Department	fy21 carryover vehicle purchase (Tender-1)	400,000	
		Total Expenditures		400,000
20 - UTILITY FUND				
REVENUES				
20-00-4030	Revenues	Bulk Water Sales	100,000	
20-00-4060	Revenues	Sewer Charges	575,000	
20-00-4090	Revenues	Water Sales	700,000	
		Total Revenues		1,375,000
EXPENDITURES				
20-01-5800	Utility Billing	Georgetown Utilities (Lively temp water charges)	140,000	
20-01-5911	Utility Billing	Credit Card merchant fees (revised est.)	180,000	
20-02-5760	Water Maintenance	BCRUA System (New Hope Road repairs-48.22%)	450,000	
20-02-5760	Water Maintenance	BCRUA Underwater Pipeline Replacement – design	130,000	
20-06-5806	Wastewater Maintenance	Liberty Hill sewer charges (Rancho Sienna)	315,000	
20-06-5812	Wastewater Maintenance	Georgetown Utilities (Lively sewer charges)	160,000	
		Total Expenditures		1,375,000

23 - SERIES 2020 CO / BCRWWS				
REVENUES				
23-00-4013	Revenues	FY 2022 Utility CO's (increase to fy22 budget)	19,295,000	
		Total Revenues		19,295,000
EXPENDITURES				
23-01-8714	Wastewater CIP	Reclaimed Water Phase 2	2,845,000	
23-02-8365	Water CIP	Sandy Creek WTP / Sludge Processing	10,600,000	
23-02-8365	Water CIP	Sandy Creek WTP / Redundant Treatment Train	5,850,000	
		Total Expenditures		19,295,000
25 - WATER IMPACT				
REVENUES				
25-00-4085	Revenues	Water Impact Fees	1,257,310	
		Total Revenues		1,257,310
EXPENDITURES				
25-09-6646	Developer CIP	Edgewood Development Agreement	352,310	
25-09-6620	Developer CIP	Liberty Civil Dev Agr. (paid in prior year)	(250,000)	
25-31-8624	Water Impact CIP	San Gabriel 24" WL (fy21 carryover)	930,000	
25-31-8635	Water Impact CIP	Lively Tract WL easements	100,000	
25-31-5681	Water Impact CIP	Water Master Plan (additional); (new)	75,000	
25-31-5681	Water Impact CIP	Water Modeling; (new)	50,000	
		Total Expenditures		1,257,310
26 - WASTEWATER IMPACT				
REVENUES				
EXPENDITURES				
26-09-6740	Developer CIP	Edgewood Development Agreement	61,550	
26-09-8712	Developer CIP	Liberty Civil Dev Agr. (paid in prior year)	(500,000)	
		Total Expenditures		(438,450)
27 - WATER CIP FUND				
REVENUES				
		Fund Balance		1,963,220

27 - WATER CIP FUND				
EXPENDITURES				
27-02-8365	Utility CIP	Sandy Creek WTP - Sludge Improvements	896,737	
27-02-8365	Utility CIP	Sandy Creek WTIP - Redundant Treatment train	491,483	
27-02-8653	Utility CIP	BCRUA / SCWTP Interconnect (fy21 carryover)	575,000	
		Total Expenditures		1,963,220
40 - GENERAL CIP				
REVENUES				
		Fund Balance		347,380
EXPENDITURES				
40-04-5600	General CIP	Reagan Corridor Analysis	88,000	
40-04-5600	General CIP	Transit Analysis	162,500	
40-04-5606	General CIP	Upper Brushy WCID Model (fy21 carryover)	77,500	
40-04-8393	General CIP	Bagdad/Sonny Traffic Signal design (supp.)	19,380	
		Total Expenditures		347,380
55 - BOND SERIES - 2016				
REVENUES				
55-00-4900	Revenues	Transfer In - TIA Fees (Devine Lake Dev. Agr.)	50,526	
		Total Revenues		50,526
EXPENDITURES				
56 - CO SERIES 2018-B				
REVENUES				
		Fund Balance		265,000
EXPENDITURES				
56-01-8356	CO Series 2018-B / Fire	Fire Station No. 5 (fy21 carryover)	265,000	
		Total Expenditures		265,000

57 - CO SERIES 2018-A				
REVENUES				
		Fund Balance		2,233,822
EXPENDITURES				
57-01-8039	Northline City Improvements	Balance of available funding	2,233,822	
		Total Expenditures		2,233,822
58 - CO SERIES - 2022				
REVENUES				
58-00-4013	Revenues	Increase CO Proceeds (additional from adopted fy22)	6,320,000	
		Total Revenues		6,320,000
EXPENDITURES				
58-01-8396	Transportation CIP	Heritage Grove Road	3,200,000	
58-01-8397	Transportation CIP	Blockhouse Farm Dev. Agr. / Niles Drive (cost-share)	870,000	
58-01-8398	Transportation CIP	Traffic Signalization	2,250,000	
		Total Expenditures		6,320,000
75 - PARK DEDICATION FEES				
REVENUES				
		Fund Balance		360,500
EXPENDITURES				
75-23-9000	Parkland Dedication Fund	Transfer Out - Golf Course Driving Range	360,500	
		Total Expenditures		360,500
76 - STEP FUND				
REVENUES				
		Fund Balance		40,000
EXPENDITURES				
76-01-5217	Police STEP Fund	Replace hand-held ticket printers; scanners w/ in-car (40)	40,000	
		Total Expenditures		40,000



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Approval of a Resolution adopting the Land Use Assumptions and Capital Improvement Plan related to the Roadway Impact Fee Study.

BACKGROUND:

At the March 17, 2022 Council Meeting, Kimley-Horn presented the Land Use Assumptions (LUA) and Capital Improvement Plan (CIP) that were compiled from the Roadway Impact Fee Study. The LUA and CIP were previously presented and approved by the Capital Improvements Advisory Council (CIAC) and are now ready to be approved by the City Council.

RECOMMENDATION:

Staff recommends that City Council approve a Resolution adopting the Land Use Assumptions and CIP from the Roadway Impact Fee Study.

PRESENTER:

Ross E. Blackketter, City Engineer

Attachments

1. Resolution
2. Public Hearing Notice

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ADOPTING THE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATED TO THE ROADWAY IMPACT FEE STUDY

Whereas, Texas Local Government Code (the “Code”), Chapter 395 governs financing capital improvements in municipalities; and,

Whereas, on May 6, 2021 the City Council approved the Transportation Master Plan for the City which, identifies the consideration of roadway impact fees as a funding mechanism for improving roadway capacity in the City; and,

Whereas, on August 19, 2021, City Council authorized the preparation of a Roadway Impact Fee Study (“Study”); and,

Whereas, the Study is being developed with the intent to implement a roadway impact fee for the City of Leander in accordance with Chapter 395 of the Code; and,

Whereas, the Land Use Assumptions (“LUAs”) and Capital Improvements Plan (the “Plan”) to be considered in the Study, were completed by the professional engineering firm of Kimley Horn and Associates; and,

Whereas, on March 17, 2022, City Council received information of the City’s Plan and LUAs from Kimley-Horn and Associates; and,

Whereas, on March 17, 2022, City Council conducted a public hearing on the land use assumptions and capital improvement plan related to the Roadway Impact Fee Study; and

Whereas, Sec. 395.045 of the Code requires a municipality to approve or disapprove the land use assumptions and capital improvements plan within 30 days after the date of the public hearing.

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

SECTION 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

SECTION 2. The land use assumptions and capital improvements plan for the roadway impact fee study is hereby approved.

SECTION 3. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Tex. Loc. Gov’t. Code and the City Charter.

SECTION 4. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this 7 day of April, 2022.

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

ASSISTANT, 25-30 hrs/wk, Quick-books, Excel, AR/AP experience required. Send resume to merrymtx@gmail.com or call Merry for appointment - 512-217-0624.

SUBSCRIBE!
259-4449

Commission, to the District, before the Board of Directors of the District formally votes to award the Bonds to the winning bidder, or (ii) certifies in the Official Bid Form that it is exempt from filing the TEC Form 1295 by virtue of being a publicly traded business entity or wholly owned subsidiary of a publicly traded business entity, in accordance with the "Official Notice of Sale."

The District reserves the right to reject any or all bids for the Bonds and to waive any and all irregularities except time of filing. This notice does not constitute an offer to sell the Bonds but is merely notice of sale of the Bonds as required by law. The offer to sell the Bonds will be made only by means of the "Official Notice of Sale," the "Preliminary Official Statement" and the "Official Bid Form."

Board of Directors
Leander Municipal Utility District No. 1

Commission, to the District, before the Board of Directors of the District formally votes to award the Bonds to the winning bidder, or (ii) certifies in the Official Bid Form that it is exempt from filing the TEC Form 1295 by virtue of being a publicly traded business entity or wholly owned subsidiary of a publicly traded business entity, in accordance with the "Official Notice of Sale."

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Board of Directors
Leander Municipal Utility District No. 1

CITY OF LAGO VISTA, TEXAS NOTICE OF PUBLIC HEARING AND INTENT TO ISSUE GENERAL OBLIGATION REFUNDING BONDS, TAXABLE SERIES 2022

NOTICE IS HEREBY GIVEN that the City Council of the City of Lago Vista, Texas ("the City"), intends to issue its General Obligation Refunding Bonds, Taxable Series (the "Bonds") for the purpose of providing funds for (i) refunding the Refunded Obligations and (ii) paying the costs of issuing the Bonds. The City will conduct a public hearing at its meeting to commence at 6:30 p.m. on March 17, 2022, expected to be held at the Lago Vista City Hall, 5803 Thunderbird, Lago Vista, Texas, on the issuance by the City of the Bonds. Due to the ongoing public health concerns regarding the COVID-19 virus, and as may be authorized by an Executive Order of the Governor of Texas, such meeting may be conducted via a free public video conference or other lawful electronic means. In such event, information regarding how to access the meeting and public participation in the meeting will be available on the City's website and in the agenda posted no less than 72 hours before the March 17, 2022 meeting. The following information is included in this Notice pursuant to Sections 8.10 and 8.11 of the City's Home Rule Charter: (i) the relevant statutory provisions providing for a petition and election: none; (ii) the time, date and place at which the ordinance authorizing the issuance of the Bonds is planned to be authorized: at the meeting of the City Council to commence at 6:30 p.m. on March 17, 2022, at the Lago Vista City Hall, 5803 Thunderbird, Lago Vista, Texas or via a free public video conference or other lawful electronic means; (iii) the manner and funding source proposed for the payment of the Bonds is ad valorem taxes; (iv) the maximum principal amount of the Bonds to be issued is \$8,000,000; and (v) the purpose for which the Bonds will be issued is to provide funds for refunding certain outstanding debt of the City for debt service savings.

PUBLISHER'S NOTICE:

All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18.

This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. The toll-free telephone number for the hearing impaired is 1-800-927-9275.



NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF ROADWAY IMPACT FEES

The City of Leander City Council will meet on Thursday, March 17, 2022 at 7:00 p.m. at Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Texas pursuant to the agenda posted for the March 17 meeting, to hold a public hearing to consider and to receive public comments on the following:

Consider the land use assumptions and capital improvements plan under which a roadway impact fee may be imposed. Any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

PUBLIC NOTICE

The City of Leander Planning and Zoning Commission will meet on March 10, 2022 at 7:00 p.m. at Pat Bryson Municipal Hall, 201 North Brushy, Leander, Texas, to hold a public hearing to consider the following:

AND

The City of Leander City Council will meet on April 07, 2022 at 7:00 p.m. at Pat Bryson Municipal Hall, 201 North Brushy, Leander, Texas, to hold a public hearing to consider the following:

Conduct a Public Hearing and consider action regarding Zoning Case 22-Z-003 to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development - Conventional Development Sector) to adopt the San Gabriel Industrial Minor PUD (Planned Unit Development) with the base zoning district GC-5-A (General Commercial) on two parcels of land approximately 86.9312 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031599 and R449731; and more commonly known as 9880 183A Toll Rd, Leander, Williamson County, Texas. Applicant/Agent: Pacheco Koch (Hollis Scheffler) on behalf of RFHDAH, LP (R.F. Higginbotham).

Robin M. Griffin, Planning Director
512-528-2750

Pursuant to Easy Stop TX 78642 w landlord's lie held online 6:00 AM CS imately at 1 units are be Unit to be Hall, Emily S is required. property at are sold as cash buyers minimum bi

All sales The

City of Leander Seeking City

The Leander applications from service by various city applications

To be eligible must be a L

Anyone interested a complete to Debora N Brushy S form can be leandertx.g at (512) 52



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HILL C



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Acceptance of the bid tabulation per the Edgewood Phase 1 project development agreement for the over sizing of water and wastewater infrastructure, approve the developers award of bid to Liberty Civil Construction for the on-site work, Cash Construction for the off-site work for the Edgewood Phase 1, Section 1, and offsite water and wastewater improvements.

BACKGROUND:

The Development Agreement for the Edgewood Phase 1 project includes City participation in the over sizing of the off-site water and wastewater infrastructure. The developer bid out the work, in accordance with the development agreement, and is recommending that Liberty Civil Construction be awarded the bid of \$9,771,905.67 for the on-site work, and that Cash Construction be awarded the bid of \$2,088,897.00 for the off-site work. The amounts to be reimbursed by the City are \$40,130.20 and \$451,147.00, respectively. The reimbursements will be paid by rebating the impact fees as new properties connect to the system.

RECOMMENDATION:

Staff Recommends that City Council approve the bid tabulation and the award of the low bidders for the Edgewood Phase 1, Section 1 and Offsite Water and Wastewater Improvements.

PRESENTER:

Ross E. Blackketter, City Engineer

Fiscal Impact

<u>Amount requested:</u>	None at this Time
<u>Approved in current budget (Yes / No):</u>	N/A
<u>Expenditure (New / Amended):</u>	N/A
<u>Recurring or one-time:</u>	N/A
<u>Fund source (Operating / Utility / etc.):</u>	Impact Fees Reimbursements

Attachments

1. Bid Tabs

BID TABS EDGEWOOD PHASE 1, SECTION 1 AND OFFSITE KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129				
PHASE 1, SEC. 1 - DEVELOPER ITEMS	<i>JOE BLAND CONSTRUCTION</i>	<i>CASH CONSTRUCTION</i>	<i>LIBERTY CONSTRUCTION</i>	<i>CC CARLTON CONSTRUCTION</i>
SECTION A. GRADING & DRAINAGE COST	\$5,381,913.00	\$5,220,744.00	\$4,784,819.64	\$4,861,193.50
SECTION B. WATER COST	\$995,235.00	\$1,007,240.00	\$854,230.46	\$913,070.40
SECTION C. WASTEWATER COST	\$1,280,921.00	\$1,313,441.00	\$1,102,655.07	\$1,220,552.00
PAVING COST	\$3,016,709.50	\$3,086,772.00	\$2,950,950.50	\$2,802,311.70
SUBTOTAL	\$10,674,778.50	\$10,628,197.00	\$9,692,655.67	\$9,797,127.60
PAYMENT PERFORMANCE AND MAINTENANCE BONDS COST	\$95,000.00	\$88,000.00	\$79,250.00	\$91,740.00
PHASE 1, SEC. 1 TOTAL	\$10,769,778.50	\$10,716,197.00	\$9,771,905.67	\$9,888,867.60
ONSITES ALTERNATES				
WASTEWATER OVERSIZING COST	\$59,015.00	\$29,667.00	\$40,130.20	\$31,900.00
OFFSITE- DEVELOPER ITEMS				
SECTION A. GRADING COST	\$148,007.00	\$188,580.00	\$611,869.63	\$222,894.00
SECTION B. WATER COST	\$1,652,363.00	\$1,489,767.00	\$1,496,432.75	\$1,931,222.00
SECTION C. WASTEWATER COST	\$378,792.50	\$383,550.00	\$326,471.13	\$377,065.00
SECTION D. TRAFFIC CONTROL COST	\$127,000.00	\$8,000.00	\$107,619.87	\$50,000.00
SUBTOTAL OFFSITES	\$2,306,162.50	\$2,069,897.00	\$2,542,393.38	\$2,581,181.00
PAYMENT PERFORMANCE AND MAINTENANCE BONDS COST	\$36,000.00	\$19,000.00	\$28,189.00	\$39,297.00
OFFSITE TOTAL	\$2,342,162.50	\$2,088,897.00	\$2,570,582.38	\$2,620,478.00
OFFSITES ALTERNATES				
WATER OVERSIZING COST	\$487,400.50	\$384,377.00	\$319,690.34	\$352,310.00
WASTEWATER OVERSIZING COST	\$49,217.50	\$66,770.00	\$44,503.10	\$29,650.00
TOTAL OVERSIZING COST	\$536,618.00	\$451,147.00	\$364,193.44	\$381,960.00
PHASE 1, SEC. 1 & OFFSITE GRAND TOTAL	\$13,111,941.00	\$12,805,094.00	\$12,342,488.05	\$12,509,345.60



03/21/2022
TBPE FIRM F-928

Alejandro E. Granados Rico

BID TABS															
EDGEWOOD PHASE 1, SECTION 1															
KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129															
ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	JOE BLAND CONSTRUCTION		ALT QTY.	CASH CONSTRUCTION		ALT QTY.	LIBERTY CONSTRUCTION		ALT QTY.	CC CARLTON CONSTRUCTION	
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT
SECTION A. GRADING & DRAINAGE															
1	MOBILIZATION, LUMP SUM	LS	1		\$110,000.00	\$110,000.00		\$340,000.00	\$340,000.00		\$171,947.38	\$171,947.38		\$160,000.00	\$160,000.00
2	CLEARING AND GRUBBING ROW, SPOILS AND UTILITY EASEMENTS, LOT GRADING, AND POND COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1		\$140,000.00	\$140,000.00		\$120,000.00	\$120,000.00		\$125,800.36	\$125,800.36		134,000.00	\$134,000.00
3	DRAINAGE, ROADWAY, POND AND LOT GRADING EARTHWORK TO SUBGRADE (CUT), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY		114,000	\$9.00	\$1,026,000.00	110,631	\$7.50	\$829,732.50	114,000	\$7.11	\$810,540.00	114,000	8.00	\$912,000.00
4	DRAINAGE, ROADWAY, POND AND LOT GRADING EARTHWORK TO SUBGRADE (FILL), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY		110,000	\$4.50	\$495,000.00	103,812	\$7.50	\$778,590.00	110,000	\$4.09	\$449,900.00	110,000	4.00	\$440,000.00
5	DRAINAGE, ROADWAY, POND AND LOT GRADING EARTHWORK TO SUBGRADE (IMPORT AS NEEDED), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY		0	\$0.00	\$0.00	0	\$0.00	\$0.00	0		\$0.00	0	0.00	\$0.00
6	DRAINAGE, ROADWAY, POND AND LOT GRADING EARTHWORK TO SUBGRADE (EXPORT AS NEEDED), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY		4,000	\$14.00	\$56,000.00	6,819	\$3.50	\$23,866.50	0		\$0.00	17,715	13.00	\$230,295.00
7	REMEDiate FILL PER GEOTECH RECOMMENDATION (SEE "GEOTECH REPORT" FOR DETAILS). COMPLETE IN PLACE AS DETAILED AND SPECIFIED	CY	100		\$700.00	\$70,000.00		\$650.00	\$65,000.00		\$612.59	\$61,259.00		650.00	\$65,000.00
8	RETAINING WALL COMPLETE IN PLACE AS SPECIFIED AND DETAILED. BID TO INCLUDE STRUCTURAL DESIGN.	SF	15,560		\$33.00	\$513,480.00		\$26.25	\$408,450.00		\$29.42	\$457,775.20		28.00	\$435,680.00
9	DEMO OF EXISTING STRUCTURES AND PAVEMENT	LS	1		\$52,500.00	\$52,500.00		\$62,000.00	\$62,000.00		\$186,096.78	\$186,096.78		25,000.00	\$25,000.00
10	STABILIZED CONSTRUCTION ENTRANCE AS DETAILED AND SPECIFIED	EA	2		\$1,250.00	\$2,500.00		\$3,200.00	\$6,400.00		\$1,072.01	\$2,144.02		\$3,000.00	\$6,000.00
11	CURB INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	38		\$105.00	\$3,990.00		\$125.00	\$4,750.00		\$92.98	\$3,533.24		\$100.00	\$3,800.00
12	AREA INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2		\$115.00	\$230.00		\$125.00	\$250.00		\$103.92	\$207.84		\$150.00	\$300.00
13	ORANGE SAFETY FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	3,544		\$2.50	\$8,860.00		\$2.25	\$7,974.00		\$2.03	\$7,194.32		\$3.00	\$10,632.00
14	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	11,774		\$3.50	\$41,209.00		\$4.00	\$47,096.00		\$2.68	\$31,554.32		\$4.50	\$52,983.00
15	TREE PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	7,925		\$5.00	\$39,625.00		\$6.00	\$47,550.00		\$3.78	\$29,956.50		\$4.50	\$35,662.50
16	ROCK BERMS	LF	235		\$27.00	\$6,345.00		\$25.00	\$5,875.00		\$24.07	\$5,656.45		\$35.00	\$8,225.00
17	REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	48,300		\$2.00	\$96,600.00		\$1.50	\$72,450.00		\$1.78	\$85,974.00		\$1.60	\$77,280.00
18	CURLEX MATTING ALONG 3:1 SLOPES AS DETAILED AND SPECIFIED	SY	18,152		\$1.50	\$27,228.00		\$2.50	\$45,380.00		\$1.37	\$24,868.24		\$1.50	\$27,228.00
19	VEGETATIVE FILTER STRIPS	SY	630		\$1.00	\$630.00		\$6.00	\$3,780.00		\$14.45	\$9,103.50		\$2.50	\$1,575.00
20	CONCRETE WASHOUT AREA	EA	1		\$500.00	\$500.00		\$750.00	\$750.00		\$601.65	\$601.65		\$1,000.00	\$1,000.00
21	18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	3,182		\$84.00	\$267,288.00		\$75.00	\$238,650.00		\$60.53	\$192,606.46		\$65.00	\$206,830.00
22	18" REINFORCED CONCRETE PIPE, CLASS 4 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	72		\$94.00	\$6,768.00		\$83.00	\$5,976.00		\$62.51	\$4,500.72		\$80.00	\$5,760.00
23	24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,440		\$108.00	\$155,520.00		\$92.00	\$132,480.00		\$78.50	\$113,040.00		\$80.00	\$115,200.00
24	30" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	788		\$143.00	\$112,684.00		\$120.00	\$94,560.00		\$106.05	\$83,567.40		\$100.00	\$78,800.00
25	36" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	361		\$198.00	\$71,478.00		\$143.00	\$51,623.00		\$139.87	\$50,493.07		\$145.00	\$52,345.00
26	48" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	315		\$305.00	\$96,075.00		\$230.00	\$72,450.00		\$252.96	\$79,682.40		\$175.00	\$55,125.00
27	6'X3' REINFORCED CONCRETE BOX, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	80		\$1,055.00	\$84,400.00		\$560.00	\$44,800.00		\$426.32	\$34,105.60		\$460.00	\$36,800.00
28	6'X4' REINFORCED CONCRETE BOX, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	238		\$810.00	\$192,780.00		\$640.00	\$152,320.00		\$461.92	\$109,936.96		\$540.00	\$128,520.00
29	10'X4' REINFORCED CONCRETE BOX, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	92		\$1,435.00	\$132,020.00		\$1,150.00	\$105,800.00		\$841.98	\$77,462.16		\$1,000.00	\$92,000.00
30	4' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	16		\$3,750.00	\$60,000.00		\$4,500.00	\$72,000.00		\$4,250.35	\$68,005.60		\$6,000.00	\$96,000.00
31	5' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3		\$4,710.00	\$14,130.00		\$6,000.00	\$18,000.00		\$5,130.65	\$15,391.95		\$8,000.00	\$24,000.00
32	6' DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2		\$6,515.00	\$13,030.00		\$8,500.00	\$17,000.00		\$7,179.96	\$14,359.92		\$12,000.00	\$24,000.00
33	4' X 4' JUNCTION BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$4,000.00	\$4,000.00		\$5,500.00	\$5,500.00		\$4,232.38	\$4,232.38		\$6,000.00	\$6,000.00

ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	JOE BLAND CONSTRUCTION		ALT QTY.	CASH CONSTRUCTION		ALT QTY.	LIBERTY CONSTRUCTION		ALT QTY.	CC CARLTON CONSTRUCTION	
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT
34	5' X 5' JUNCTION BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$5,800.00	\$5,800.00		\$6,500.00	\$6,500.00		\$6,165.42	\$6,165.42		\$9,000.00	\$9,000.00
35	6' X 4' JUNCTION BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2		\$5,465.00	\$10,930.00		\$7,500.00	\$15,000.00		\$6,122.26	\$12,244.52		\$9,500.00	\$19,000.00
36	4'X4' AREA INLET COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2		\$3,450.00	\$6,900.00		\$4,000.00	\$8,000.00		\$4,671.28	\$9,342.56		\$5,500.00	\$11,000.00
37	10' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	26		\$4,575.00	\$118,950.00		\$5,300.00	\$137,800.00		\$5,010.01	\$130,260.26		\$6,600.00	\$171,600.00
38	15' CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	12		\$7,000.00	\$84,000.00		\$7,300.00	\$87,600.00		\$8,256.40	\$99,076.80		\$9,400.00	\$112,800.00
39	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,568		\$2.00	\$13,136.00		\$1.00	\$6,568.00		\$1.09	\$7,159.12		\$1.00	\$6,568.00
40	CONSTRUCTION STAKING	LS	1		\$8,500.00	\$8,500.00		\$14,000.00	\$14,000.00		\$8,982.17	\$8,982.17		\$5,000.00	\$5,000.00
41	18" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2		\$2,800.00	\$5,600.00		\$4,500.00	\$9,000.00		\$4,134.64	\$8,269.28		\$2,500.00	\$5,000.00
42	24" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$3,200.00	\$3,200.00		\$5,300.00	\$5,300.00		\$4,870.73	\$4,870.73		\$2,800.00	\$2,800.00
43	30" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$4,500.00	\$4,500.00		\$6,100.00	\$6,100.00		\$5,718.04	\$5,718.04		\$4,100.00	\$4,100.00
44	36" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$6,500.00	\$6,500.00		\$7,200.00	\$7,200.00		\$7,119.50	\$7,119.50		\$4,400.00	\$4,400.00
45	48" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$9,000.00	\$9,000.00		\$11,000.00	\$11,000.00		\$9,212.05	\$9,212.05		\$10,000.00	\$10,000.00
46	18" CITY OF LEANDER SLOPED HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$4,100.00	\$4,100.00		\$2,500.00	\$2,500.00		\$3,024.45	\$3,024.45		\$6,000.00	\$6,000.00
47	TXDOT HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4		\$15,600.00	\$62,400.00		\$19,500.00	\$78,000.00		\$50,308.52	\$201,234.08		\$32,000.00	\$128,000.00
48	CITY OF AUSTIN TYPE I ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	174		\$40.00	\$6,960.00		\$43.00	\$7,482.00		\$39.97	\$6,954.78		\$40.00	\$6,960.00
49	CITY OF AUSTIN TYPE II ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	104		\$66.00	\$6,864.00		\$61.00	\$6,344.00		\$63.49	\$6,602.96		\$65.00	\$6,760.00
50	CITY OF AUSTIN TYPE VI ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	92		\$153.00	\$14,076.00		\$126.00	\$11,592.00		\$140.34	\$12,911.28		\$150.00	\$13,800.00
51	CITY OF AUSTIN TYPE VII ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	100		\$185.00	\$18,500.00		\$137.00	\$13,700.00		\$169.32	\$16,932.00		\$180.00	\$18,000.00
52	GROUTED ROCK RIP RAP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	610		\$135.00	\$82,350.00		\$120.00	\$73,200.00		\$125.30	\$76,433.00		\$120.00	\$73,200.00
53	SMARTBATCH DETENTION OUTLET STRUCTURE	EA	2		\$105,000.00	\$210,000.00		\$47,000.00	\$94,000.00		\$49,983.30	\$99,966.60		\$45,000.00	\$90,000.00
54	DETENTION POND ACCESS DRIVEWAYS	EA	2		\$39,700.00	\$79,400.00		\$4,000.00	\$8,000.00		\$2,728.88	\$5,457.76		\$3,500.00	\$7,000.00
55	DESIGN TO INCLUDE IN BID FOR OUTFALL STRUCTURE)	EA	2		\$87,715.00	\$175,430.00		\$51,000.00	\$102,000.00		\$72,281.53	\$144,563.06		\$55,000.00	\$110,000.00
56	POND LINER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	7,597		\$59.00	\$448,223.00		\$65.00	\$493,805.00	16,850	\$31.14	\$524,709.00		\$55.00	\$417,835.00
57	ARMORMAX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	474		\$51.00	\$24,174.00		\$50.00	\$23,700.00		\$44.85	\$21,258.90		\$45.00	\$21,330.00
58	CONCRETE CHANNEL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	530		\$135.00	\$71,550.00		\$210.00	\$111,300.00		\$84.63	\$44,853.90		\$100.00	\$53,000.00
TOTAL AMOUNT SECTION A. GRADING & DRAINAGE:					\$5,381,913.00			\$5,220,744.00			\$4,784,819.64			\$4,861,193.50	

ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	JOE BLAND CONSTRUCTION		ALT QTY.	CASH CONSTRUCTION		ALT QTY.	LIBERTY CONSTRUCTION		ALT QTY.	CC CARLTON CONSTRUCTION	
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT
SECTION B. WATER															
1	8" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,386		\$64.00	\$408,704.00		\$72.00	\$459,792.00		\$52.34	\$334,243.24		\$55.00	\$351,230.00
2	12" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,498		\$109.00	\$163,282.00		\$110.00	\$164,780.00		\$89.80	\$134,520.40		100.00	\$149,800.00
3	CONNECT TO EXISTING WATER LINE AND REMOVE EX. BLOWOFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2		\$1,508.00	\$3,016.00		\$3,000.00	\$6,000.00		\$2,991.56	\$5,983.12		4,000.00	\$8,000.00
4	BLOW OFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4		\$7,065.00	\$28,260.00		\$5,800.00	\$23,200.00		\$6,993.24	\$27,972.96		5,700.00	\$22,800.00
5	8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	20		\$2,810.00	\$56,200.00		\$2,200.00	\$44,000.00		\$2,323.45	\$46,469.00		2,400.00	\$48,000.00
6	12" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4		\$4,300.00	\$17,200.00		\$3,600.00	\$14,400.00		\$3,652.35	\$14,609.40		3,800.00	\$15,200.00
7	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	19		\$6,410.00	\$121,790.00		\$6,500.00	\$123,500.00		\$6,309.42	\$119,878.98		5,900.00	\$112,100.00
8	AIR RELEASE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	5		\$4,225.00	\$21,125.00		\$3,400.00	\$17,000.00		\$4,845.12	\$24,225.60		3,800.00	\$19,000.00
9	SINGLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	18		\$1,585.00	\$28,530.00		\$1,600.00	\$28,800.00		\$1,523.15	\$27,416.70		2,000.00	\$36,000.00
10	DOUBLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	55		\$2,030.00	\$111,650.00		\$2,000.00	\$110,000.00		\$1,934.10	\$106,375.50		2,300.00	\$126,500.00
11	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	7,884		\$2.00	\$15,768.00		\$1.00	\$7,884.00		\$0.55	\$4,336.20		0.10	\$788.40
12	TESTING (HYDROSTATIC) & CHLORINATION	LF	7,884		\$2.50	\$19,710.00		\$1.00	\$7,884.00		\$1.04	\$8,199.36		\$3.00	\$23,652.00
TOTAL AMOUNT SECTION B. WATER:					\$995,235.00			\$1,007,240.00			\$854,230.46			\$913,070.40	

ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	JOE BLAND CONSTRUCTION		ALT QTY.	CASH CONSTRUCTION		ALT QTY.	LIBERTY CONSTRUCTION		ALT QTY.	CC CARLTON CONSTRUCTION	
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT
SECTION C. WASTEWATER															
1	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	5,967		\$78.00	\$465,426.00		\$75.00	\$447,525.00		\$58.90	\$351,456.30		\$58.00	\$346,086.00
2	12" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,143		\$115.00	\$246,445.00		\$102.00	\$218,586.00		\$84.06	\$180,140.58		\$87.00	\$186,441.00
3	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	29		\$2,585.00	\$74,965.00		\$2,000.00	\$58,000.00		\$2,184.54	\$63,351.66		\$2,000.00	\$58,000.00
4	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	49		\$2,770.00	\$135,730.00		\$3,000.00	\$147,000.00		\$2,789.12	\$136,666.88		\$2,250.00	\$110,250.00
5	MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND	EA	45		\$5,720.00	\$257,400.00		\$7,500.00	\$337,500.00		\$6,076.08	\$273,423.60		\$9,000.00	\$405,000.00
6	4' DIAMETER DROP CONCRETE WASTEWATER MANHOLE,INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4		\$8,845.00	\$35,380.00		\$12,000.00	\$48,000.00		\$11,315.56	\$45,262.24		\$14,500.00	\$58,000.00
7	5' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$9,300.00	\$9,300.00		\$14,000.00	\$14,000.00		\$10,752.03	\$10,752.03		\$15,000.00	\$15,000.00
8	5' DIAMETER DROP CONCRETE WASTEWATER MANHOLE,INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$12,050.00	\$12,050.00		\$16,500.00	\$16,500.00		\$13,983.73	\$13,983.73		\$18,500.00	\$18,500.00
9	CONNECT TO EXISTING STUB	EA	1		\$11,785.00	\$11,785.00		\$2,000.00	\$2,000.00		\$2,801.45	\$2,801.45		3,000.00	\$3,000.00
10	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	8,110		\$2.00	\$16,220.00		\$2.00	\$16,220.00		\$1.09	\$8,839.90		1.00	\$8,110.00
11	TESTING	LF	8,110		\$2.00	\$16,220.00		\$1.00	\$8,110.00		\$1.97	\$15,976.70		\$1.50	\$12,165.00
TOTAL AMOUNT SECTION C. WASTEWATER:						\$1,280,921.00			\$1,313,441.00			\$1,102,655.07			\$1,220,552.00
SUBTOTAL GRADING AND DRAINAGE, WATER, AND WASTEWATER ITEMS						\$7,658,069.00			\$7,541,425.00			\$6,741,705.17			\$6,994,815.90
*CONTRACTOR TO PROVIDE EARTH WORK QUANTITIES															
ONSITE ALTERNATES															
WASTEWATER ALTERNATE (WWL-A STA 6+48.74 TO 21+33.38 & WWL-I STA 1+00 TO 2+09.72															
1	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,595		\$78.00	\$124,410.00		\$83.40	\$133,023.00		\$58.90	\$93,945.50		\$67.00	\$106,865.00
2	12" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,595		\$115.00	\$183,425.00		\$102.00	\$162,690.00		\$84.06	\$134,075.70		\$87.00	\$138,765.00
DELTA						\$59,015.00			\$29,667.00			\$40,130.20			\$31,900.00

BID TABS EDGEWOOD PHASE 1, SECTION 1 KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129															
ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	JOE BLAND CONSTRUCTION		ALT QTY.	CASH CONSTRUCTION		ALT QTY.	LIBERTY CONSTRUCTION		ALT QTY.	CC CARLTON CONSTRUCTION	
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT
EDGEWOOD PHASE 1, SECTION 1 - DEVELOPER PAVING ITEMS															
1	24" CONCRETE CURB AND GUTTER EXCLUDING 30'-35' FOR INLETS AND TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	13,879		\$16.00	\$222,064.00		\$14.00	\$194,306.00		\$17.14	\$237,886.06		\$18.00	\$249,822.00
2	2" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	25,166		\$13.50	\$339,741.00		\$12.50	\$314,575.00		\$12.57	\$316,336.62		12.00	\$301,992.00
3	3.5" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	6,696		\$23.00	\$154,008.00		\$21.50	\$143,964.00		\$22.00	\$147,312.00		20.00	\$133,920.00
4	8" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND	SY	23,593		\$9.50	\$224,133.50		\$12.00	\$283,116.00		\$9.29	\$219,178.97		8.00	\$188,744.00
5	12" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (COLLECTOR SECTION)	SY	9,443		\$14.00	\$132,202.00		\$17.00	\$160,531.00		\$13.25	\$125,119.75		12.30	\$116,148.90
6	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	33,036		\$2.00	\$66,072.00		\$4.00	\$132,144.00		\$1.96	\$64,750.56		2.80	\$92,500.80
7	SIGNAGE AND STRIPING	LS	1		\$12,000.00	\$12,000.00		\$7,500.00	\$7,500.00		\$12,223.54	\$12,223.54		12,900.00	\$12,900.00
8	CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	5,142		\$52.00	\$267,384.00		\$55.00	\$282,810.00		\$52.50	\$269,955.00		47.00	\$241,674.00
9	PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	28		\$1,250.00	\$35,000.00		\$1,300.00	\$36,400.00		\$998.19	\$27,949.32		1,350.00	\$37,800.00
10	CONCRETE VALLEY GUTTERS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	5		\$6,000.00	\$30,000.00		\$3,800.00	\$19,000.00		\$5,767.57	\$28,837.85		4,400.00	\$22,000.00
11	4" SCHEDULE 40 PVC IRRIGATION SLEEVES	LF	268		\$50.00	\$13,400.00		\$32.00	\$8,576.00		\$31.26	\$8,377.68		45.00	\$12,060.00
12	STREET END BARRICADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3		\$1,235.00	\$3,705.00		\$950.00	\$2,850.00		\$1,093.92	\$3,281.76		1,250.00	\$3,750.00
13	STREET LIGHTS INCLUDING CONDUIT, METER AND ALL APPURTENANCES, PER EACH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1		\$350,000.00	\$350,000.00		\$490,000.00	\$490,000.00		\$482,685.63	\$482,685.63		480,000.00	\$480,000.00
14	PRIVATE ELECTRICAL SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE OF VALUES PRIOR TO CONTRACT EXECUTION)	LS	1		\$732,000.00	\$732,000.00		\$625,000.00	\$625,000.00		\$617,292.57	\$617,292.57		510,000.00	\$510,000.00
15	PRIVATE GAS SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE OF VALUES PRIOR TO CONTRACT EXECUTION)	LS	1		\$425,000.00	\$425,000.00		\$365,000.00	\$365,000.00		\$375,558.93	\$375,558.93		298,000.00	\$298,000.00
16	CONSTRUCTION STAKING	LS	1		\$10,000.00	\$10,000.00		\$21,000.00	\$21,000.00		\$14,204.26	\$14,204.26		\$101,000.00	\$101,000.00
TOTAL DEVELOPER PAVING ITEMS:				\$3,016,709.50		\$3,086,772.00		\$2,950,950.50		\$2,802,311.70					

BID TABS																
EDGEWOOD OFFSITE WATER AND WASTEWATER																
KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129																
ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	JOE BLAND CONSTRUCTION		ALT QTY.	CASH CONSTRUCTION		ALT QTY.	LIBERTY CONSTRUCTION		ALT QTY.	CC CARLTON CONSTRUCTION		
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	
SECTION A. GRADING																
1	MOBILIZATION, LUMP SUM	LS	1		\$57,000.00	\$57,000.00		\$38,000.00	\$38,000.00		\$336,135.68	\$336,135.68		\$55,000.00	\$55,000.00	
2	CLEARING AND GRUBBING ROW, SPOILS AND UTILITY EASEMENTS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1		\$9,700.00	\$9,700.00		\$33,000.00	\$33,000.00		\$201,210.31	\$201,210.31		70,000.00	\$70,000.00	
3	STABILIZED CONSTRUCTION ENTRANCE AS DETAILED AND SPECIFIED	EA	1		\$1,600.00	\$1,600.00		\$3,200.00	\$3,200.00		\$1,110.26	\$1,110.26		\$3,000.00	\$3,000.00	
4	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	10,080		\$3.50	\$35,280.00		\$4.00	\$40,320.00		\$2.78	\$28,022.40		\$4.50	\$45,360.00	
5	TREE PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,386		\$5.00	\$6,930.00		\$6.00	\$8,316.00		\$3.91	\$5,419.26		\$4.50	\$6,237.00	
6	ROCK BERMS	LF	80		\$30.00	\$2,400.00		\$25.00	\$2,000.00		\$24.92	\$1,993.60		\$35.00	\$2,800.00	
7	REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	26,497		\$1.00	\$26,497.00		\$2.00	\$52,994.00		\$1.28	\$33,916.16		\$1.00	\$26,497.00	
8	CONCRETE WASHOUT AREA	EA	1		\$500.00	\$500.00		\$750.00	\$750.00		\$623.06	\$623.06		\$1,000.00	\$1,000.00	
9	CONSTRUCTION STAKING	LS	1		\$8,100.00	\$8,100.00		\$10,000.00	\$10,000.00		\$3,438.90	\$3,438.90		\$13,000.00	\$13,000.00	
	TOTAL AMOUNT SECTION A. GRADING:					\$148,007.00			\$188,580.00			\$611,869.63			\$222,894.00	
SECTION B. WATER																
1	8" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	5		\$82.00	\$410.00		\$90.00	\$450.00		\$218.58	\$1,092.90		\$280.00	\$1,400.00	
2	12" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	5		\$283.00	\$1,415.00		\$125.00	\$625.00		\$339.14	\$1,695.70		400.00	\$2,000.00	
3	16" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,138		\$177.00	\$1,086,426.00		\$167.00	\$1,025,046.00		\$162.19	\$995,522.22		230.00	\$1,411,740.00	
4	30" BORE AND STEEL ENCASEMENT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	149		\$1,000.00	\$149,000.00		\$800.00	\$119,200.00		\$744.35	\$110,908.15		1,010.00	\$150,490.00	
5	30" OEPN CUT STEEL ENCASEMENT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	59		\$685.00	\$40,415.00		\$450.00	\$26,550.00		\$112.81	\$6,655.79		500.00	\$29,500.00	
6	CONNECT TO EXISTING WATER LINE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$3,800.00	\$3,800.00		\$4,000.00	\$4,000.00		\$6,565.35	\$6,565.35		7,500.00	\$7,500.00	
7	TAPPING SLEEVE AND VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$22,500.00	\$22,500.00		\$20,000.00	\$20,000.00		\$32,775.64	\$32,775.64		22,500.00	\$22,500.00	
8	8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$2,900.00	\$2,900.00		\$2,300.00	\$2,300.00		\$2,413.20	\$2,413.20		2,500.00	\$2,500.00	
9	12" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$4,236.00	\$4,236.00		\$3,600.00	\$3,600.00		\$3,791.43	\$3,791.43		3,800.00	\$3,800.00	
10	16" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	13		\$10,300.00	\$133,900.00		\$8,000.00	\$104,000.00		\$9,634.41	\$125,247.33		10,000.00	\$130,000.00	
11	8" PLUG COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$1,355.00	\$1,355.00		\$1,000.00	\$1,000.00		\$586.50	\$586.50		500.00	\$500.00	
12	12" PLUG COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$1,550.00	\$1,550.00		\$1,200.00	\$1,200.00		\$828.19	\$828.19		700.00	\$700.00	
13	16" PLUG COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2		\$2,700.00	\$5,400.00		\$1,800.00	\$3,600.00		\$1,582.93	\$3,165.86		1,000.00	\$2,000.00	
14	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	20		\$7,200.00	\$144,000.00		\$7,400.00	\$148,000.00		\$8,371.73	\$167,434.60		6,000.00	\$120,000.00	
15	AIR RELEASE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	5		\$5,000.00	\$25,000.00		\$3,200.00	\$16,000.00		\$5,066.41	\$25,332.05		3,800.00	\$19,000.00	
16	SINGLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$2,390.00	\$2,390.00		\$1,900.00	\$1,900.00		\$2,273.64	\$2,273.64		3,000.00	\$3,000.00	
17	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,148		\$2.00	\$12,296.00		\$1.00	\$6,148.00		\$0.57	\$3,504.36		1.00	\$6,148.00	
18	TESTING (HYDROSTATIC) & CHLORINATION	LF	6,148		\$2.50	\$15,370.00		\$1.00	\$6,148.00		\$1.08	\$6,639.84		\$3.00	\$18,444.00	
	TOTAL AMOUNT SECTION B. WATER:					\$1,652,363.00			\$1,489,767.00			\$1,496,432.75			\$1,931,222.00	
SECTION C. WASTEWATER																
1	12" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,390		\$98.25	\$234,817.50		\$102.00	\$243,780.00		\$79.58	\$190,196.20		\$83.00	\$198,370.00	
2	24" BORE AND STEEL ENCASEMENT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	56		\$725.00	\$40,600.00		\$600.00	\$33,600.00		\$742.66	\$41,588.96		\$820.00	\$45,920.00	
3	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	13		\$5,525.00	\$71,825.00		\$7,000.00	\$91,000.00		\$5,610.26	\$72,933.38		\$6,700.00	\$87,100.00	
4	6' DIAMETER DOGHOUSE MANHOLE,INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$10,040.00	\$10,040.00		\$8,000.00	\$8,000.00		\$14,032.89	\$14,032.89		\$39,700.00	\$39,700.00	
5	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,390		\$2.00	\$4,780.00		\$2.00	\$4,780.00		\$1.13	\$2,700.70		1.00	\$2,390.00	
6	TESTING	LF	2,390		\$7.00	\$16,730.00		\$1.00	\$2,390.00		\$2.10	\$5,019.00		\$1.50	\$3,585.00	

ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	JOE BLAND CONSTRUCTION		ALT QTY.	CASH CONSTRUCTION		ALT QTY.	LIBERTY CONSTRUCTION		ALT QTY.	CC CARLTON CONSTRUCTION	
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT
TOTAL AMOUNT SECTION C. WASTEWATER:					\$378,792.50		\$383,550.00		\$326,471.13		\$377,065.00				
SECTION D. TRAFFIC CONTROL															
1	TRAFFIC CONTROL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1		\$127,000.00	\$127,000.00		\$8,000.00	\$8,000.00		\$107,619.87	\$107,619.87		\$50,000.00	\$50,000.00
TOTAL AMOUNT SECTION D. TRAFFIC CONTROL:					\$127,000.00		\$8,000.00		\$107,619.87		\$50,000.00				
SUBTOTAL GRADING, WATER, WASTEWATER, & TRAFFIC CONTROL ITEMS:					\$2,306,162.50		\$2,069,897.00		\$2,542,393.38		\$2,581,181.00				

BID TABS EDGEWOOD OFFSITE WATER AND WASTEWATER KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129															
ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	JOE BLAND CONSTRUCTION		ALT QTY.	CASH CONSTRUCTION		ALT QTY.	LIBERTY CONSTRUCTION		ALT QTY.	CC CARLTON CONSTRUCTION	
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT
2	12" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	5		\$283.00	\$1,415.00		\$125.00	\$625.00		\$339.14	\$1,695.70		400.00	\$2,000.00
3	16" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,138		\$177.00	\$1,086,426.00		\$167.00	\$1,025,046.00		\$162.19	\$995,522.22		230.00	\$1,411,740.00
4	30" BORE AND STEEL ENCASEMENT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	149		\$1,000.00	\$149,000.00		\$800.00	\$119,200.00		\$744.35	\$110,908.15		1,010.00	\$150,490.00
5	30" OEPN CUT STEEL ENCASEMENT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	59		\$685.00	\$40,415.00		\$450.00	\$26,550.00		\$112.81	\$6,655.79		500.00	\$29,500.00
9	12" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$4,236.00	\$4,236.00		\$3,600.00	\$3,600.00		\$3,791.43	\$3,791.43		3,800.00	\$3,800.00
10	16" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	13		\$10,300.00	\$133,900.00		\$8,000.00	\$104,000.00		\$9,634.41	\$125,247.33		10,000.00	\$130,000.00
12	12" PLUG COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1		\$1,550.00	\$1,550.00		\$1,200.00	\$1,200.00		\$828.19	\$828.19		700.00	\$700.00
13	16" PLUG COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2		\$2,700.00	\$5,400.00		\$1,800.00	\$3,600.00		\$1,582.93	\$3,165.86		1,000.00	\$2,000.00
17	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,143		\$2.00	\$12,286.00		\$1.00	\$6,143.00		\$0.57	\$3,501.51		1.00	\$6,143.00
18	TESTING (HYDROSTATIC) & CHLORINATION	LF	6,143		\$2.50	\$15,357.50		\$1.00	\$6,143.00		\$1.08	\$6,634.44		\$3.00	\$18,429.00
TOTAL AMOUNT WATER BASE:					\$1,449,985.50		\$1,296,107.00		\$1,257,950.62		\$1,754,802.00				
WATER ALTERNATE															
1	12" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,143		\$113.00	\$694,159.00		\$118.00	\$724,874.00		\$124.31	\$763,636.33		\$190.00	\$1,167,170.00
2	24" BORE AND STEEL ENCASEMENT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	149		\$950.00	\$141,550.00		\$730.00	\$108,770.00		\$694.41	\$103,467.09		875.00	\$130,375.00
3	24" OPEN CUT AND STEEL ENCASEMENT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	59		\$650.00	\$38,350.00		\$200.00	\$11,800.00		\$92.48	\$5,456.32		425.00	\$25,075.00
4	12" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	14		\$4,236.00	\$59,304.00		\$3,600.00	\$50,400.00		\$3,791.43	\$53,080.02		3,800.00	\$53,200.00
5	12" PLUG COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3		\$1,550.00	\$4,650.00		\$1,200.00	\$3,600.00		\$828.19	\$2,484.57		700.00	\$2,100.00
6	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,143		\$2.00	\$12,286.00		\$1.00	\$6,143.00		\$0.57	\$3,501.51		1.00	\$6,143.00
7	TESTING (HYDROSTATIC) & CHLORINATION	LF	6,143		\$2.00	\$12,286.00		\$1.00	\$6,143.00		\$1.08	\$6,634.44		\$3.00	\$18,429.00
TOTAL AMOUNT WATER ALTERNATE:					\$962,585.00		\$911,730.00		\$938,260.28		\$1,402,492.00				
DELTA WATER ALTERNATE:					\$487,400.50		\$384,377.00		\$319,690.34		\$352,310.00				

EDGEWOOD OFFSITE WATER AND WASTEWATER KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129															
ITEM	DESCRIPTION	UNIT	QTY.	ALT QTY.	JOE BLAND CONSTRUCTION		ALT QTY.	CASH CONSTRUCTION		ALT QTY.	LIBERTY CONSTRUCTION		ALT QTY.	CC CARLTON CONSTRUCTION	
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT
WASTEWATER BASE															
1	12" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,390		\$98.25	\$234,817.50		\$102.00	\$243,780.00		\$79.58	\$190,196.20		\$83.00	\$198,370.00
2	24" BORE AND STEEL ENCASEMENT COMPLETE IN	LF	56		\$725.00	\$40,600.00		\$600.00	\$33,600.00		\$742.66	\$41,588.96		\$820.00	\$45,920.00
5	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE	LF	2,390		\$2.00	\$4,780.00		\$2.00	\$4,780.00		\$1.13	\$2,700.70		1.00	\$2,390.00
6	TESTING	LF	2,390		\$7.00	\$16,730.00		\$1.00	\$2,390.00		\$2.10	\$5,019.00		\$1.50	\$3,585.00
TOTAL AMOUNT WASTEWATER BASE					\$296,927.50		\$284,550.00		\$239,504.86		\$250,265.00				
WASTEWATER ALTERNATE															
1	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,390		\$80.00	\$191,200.00		\$75.00	\$179,250.00		\$62.09	\$148,395.10		\$72.00	\$172,080.00
2	18" BORE AND STEEL ENCASEMENT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	56		\$625.00	\$35,000.00		\$560.00	\$31,360.00		\$694.41	\$38,886.96		\$760.00	\$42,560.00
3	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	2,390		\$2.00	\$4,780.00		\$2.00	\$4,780.00		\$1.13	\$2,700.70		\$1.00	\$2,390.00
4	TESTING	LF	2,390		\$7.00	\$16,730.00		\$1.00	\$2,390.00		\$2.10	\$5,019.00		\$1.50	\$3,585.00
TOTAL AMOUNT WASTEWATER ALTERNATE					\$247,710.00		\$217,780.00		\$195,001.76		\$220,615.00				
DELTA WASTEWATER ALTERNATE:					\$49,217.50		\$66,770.00		\$44,503.10		\$29,650.00				



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Approval of an Ordinance authorizing and directing the installation and erection of speed control signs for the zoning of traffic and rate of speed on CR 267 in the city limits of Leander; defining speed at 30 mph and fixing a penalty; providing for severability; providing for repeal of conflicting ordinances; and providing for related matters.

BACKGROUND:

In 2020, the construction of the 114 lot Bonnet Tract was completed. The tract is located at the bend of CR 267, approximately nineteen hundred (1,900') feet west of Kauffman Loop. The roadway was signed as part of the project for a speed limit of 40 mph. CR 267 is about twenty (20') feet in width, and is too narrow for the speed limit shown, especially with the construction traffic using the roadway. Staff recommends that the speed limit be revised to the standard speed limit of 30 mph.

RECOMMENDATION:

Staff recommends that City Council approve ordinance revising the speed limit on CR 267 to 30 mph, and authorizing the appropriate replacement of existing signage.

PRESENTER:

Ross E. Blackketter, City Engineer

Fiscal Impact

<u>Amount requested:</u>	\$200
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments

1. Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF SPEED CONTROL SIGNS FOR THE ZONING OF TRAFFIC AND RATE OF SPEED THEREON, IN THE CITY LIMITS OF LEANDER; DEFINING SPEEDING AND FIXING A PENALTY THEREFOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

Whereas, the regulation of traffic, motor vehicles and conveyances upon all public streets, roadway and right-of-ways constituting a speed zone within the City limits is essential and necessary to protect and to preserve the public safety of the City of Leander, Texas (the "City");

Whereas, an Engineer for the City using engineering judgement has found unsafe conditions in the traffic flow and traffic volume resulting in the recommendations for the installation and erection of speed control signs along certain portions of a roadway in the City, and;

Whereas, after review, the City Council has found that the installation and erection of speed control signs along designated stretches of roadway as hereinafter set forth and listed in this Ordinance are reasonable and necessary for the public safety and are supported by sound and accepted public safety and traffic engineering criteria;

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. Speed Limit.

- a. **For East Bound Traffic.** The speed limit from the intersection of CR 267 and Equine Road to the intersection of CR 267 and Kauffman Loop, a distance of approximately 0.36 miles, shall be thirty (30) miles per hour.
- b. **For West Bound Traffic.** The speed limit from the intersection of CR 267 and Kauffman Loop to the intersection of CR 267 and Equine Road, a distance of approximately 0.36 miles, shall be thirty (30) miles per hour.

Section 3. Ratification and Confirmation. The installation, placement, erection of speed control signs as deemed appropriate and the enforcement of the traffic along the roadways set forth herein are hereby confirmed and ratified by the City Council.

Section 4. Traffic Control Speed Signs. The City Council hereby orders and directs that the traffic Speed Zone signs be placed, installed and erected at the locations designated herein and as deemed appropriate, and that each such sign and device be hereafter maintained and enforced by the City. The signs indicate the speed limit in the direction facing the sign and shall require traffic traveling on such section of roadway to observe the maximum speed limit which is in effect at all times unless otherwise changed by another traffic control device.

Section 5. Violation and Penalties. It shall be unlawful for any person to drive or operate a motor vehicle that enters the Speed Zone identified herein without observing the maximum speed limit which shall remain in effect at all times unless changed by another traffic control device duly placed. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy, cover or hinder the visibility, of any traffic device control device erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person who violates this Ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than \$1.00 nor more than \$200.00.

Section 6. Repeal of Conflicting Ordinances. All parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of the most restrictive ordinance shall govern.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage.

Section 8. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

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

PASSED AND APPROVED on this 7 day of April, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Approval of a waiver of Article 8.04, Noise, Section 8.04.001(a) (11) in the hours of construction work to Lay Construction to provide for concrete pours for the parking lot at the Dairy Queen project site located on Metro Drive, between the hours of 3:00 a.m. and 7:00 a.m. for April 11 through April 30, and requiring Lay Construction to post notifications for nearby tenants a minimum of forty-eight (48) hours in advance of the activities.

BACKGROUND:

Lay Construction is requesting permission for construction activities to be between the hours of 3:00 a.m. and 7:00 a.m. from April 11 through April 30 for concrete pours at the Dairy Queen Project site (see attached request). Lay Construction will make every attempt to notify the tenants of the hotel and multi-family units that are adjacent to the jobsite and they will also post 48-hour notices in and around the property for the residents to view.

RECOMMENDATION:

Staff recommends approval for a Variance of the City's Noise Ordinance for construction activities as described in the attached request from Lay Construction for the Dairy Queen Job site.

PRESENTER:

Ross E. Blackketter, City Engineer

Attachments

1. Noise Variance Request Form



Engineering Department

Temporary Noise Variance Application

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

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

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

CONCRETE POURS FOR PARKING LOT AT THE DAIRY QUEEN PROJECT SITE

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

CONCRETE TRUCKS, LIGHT PLANT

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

NO HORNS, WHISTLES OR ALARMS WILL BE USED DURING POUR. NOTIFICATIONS WILL BE POSTED TO NEARBY AREAS 48-HOURS IN ADVANCE OF CONCRETE POURS



Engineering Department
Temporary Noise Variance Application

Project Address: 141 W METRO DR. OR Location: DAIRY QUEEN PROJECT SITE

Description of Work:

CONCRETE POURS (PARKING LOT...APPROXIMATELY 1 ACRE AREA)

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

NOTE: Schedule dependent on weather conditions.

Start Date: APRIL 11, 2022

Start Time: 3:00 AM

Finish Date: APRIL 30, 2022

Finish Time: 7:00 PM

Applicant Information:

Name: **JEFF STRANGE** Company **LAY CONSTRUCTION** Position: **SUPERINTENDENT**

Address: P.O. BOX 5380 TYLER, TX Phone: 903.736.7038 E-mail: Jeff.strange@layconstructionllc.com

Contractor Information:

Name: **JUSTIN THOMPSON** Company **THOMPSON CONCRETE** Position: **OWNER/OPERATOR**

Address: 153 CABELAS DR. BUDA, TX Phone: 512.6281281 E-mail: justin@thompsonconcretetx.com



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Award of Solicitation #S22-020 to I.O. Inspections, Stone, and WC3 for Plan Review, Building Inspections and Fire Inspections on an as-needed basis for a term of four consecutive twelve-month periods with two options to renew; authorize the City Manager to execute any and all necessary documents; and provide an effective date.

BACKGROUND:

Due to the City's rapid growth and new construction projects, staff issued a RFP to outsource plan review, building inspection and fire inspection services on an as-needed basis to supplement the capacity of existing City staff. The program has been successful and staff seeks to add I.O. Inspections, Stone, and WC3 to the list of qualified firms available to provide these services. There is an existing contract with Bureau Veritas in place that will remain.

Solicitation #S22-020 was issued in March 2022 seeking additional qualified firms.

Continuing to outsource these services when needed will allow the city to maintain its prompt service level to builders and developers while the City experiences its current rate of accelerated growth.

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff respectfully recommends Council approval of award of bid to I.O. Inspections, Inc., Stone, and WC3 for outsourcing of Plan Review, Building Inspection and Fire Inspection Services for four (4) consecutive twelve (12)-month periods with two (2) options to renew on an as-needed basis.

PRESENTER:

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

Attachments

1. Evaluation

Bid Info:

City of Leander

Solicitation No.

S22-020

Opening:

3/17/2022

PLAN REVIEW, BUILDING AND FIRE INSPECTION SERVICES - ADDITIONAL VENDORS

EVALUATION CRITERIA		SAFEbuilt.		GBA		Nova	Stone	
Price Proposal	40	23	35	22	40	20	40	35
Building Plan Review		\$112.38	\$105.00	\$149.00	See Response	\$144.95	\$100.00	\$95.00
Building Inspections		\$103.96	\$125.00	\$149.00	\$75.00	\$184.95	n/a	n/a
Fire Plan Review		\$112.38	\$105.00	\$149.00	\$75.00	\$154.95	n/a	n/a
Fire Inspections		\$117.83	\$125.00	\$149.00	\$75.00	\$194.95	n/a	n/a
Site Improvement Field Inspections		\$103.96	\$125.00	\$149.00	\$75.00	\$184.95	n/a	n/a
Emergency/After Hours Inspections		\$103.96 (2hr. Min.)	\$187.50	\$149.00	\$125.00	\$194.95	n/a	n/a
Meeting time with staff		\$103.96	\$125.00	\$149.00	Free	\$144.95	\$100.00	\$95.00
Project Team Qualifications and References	60	52	52	35	57	30	53	51
Respondent qualifications meet City's needs; work experience on similar projects; certification(s) and licensure in place;								
Similar projects; 3 over the past 3 years.								
Reference								
Additional considerations and added value								
TOTAL:	100	76	87	57	97	50	93	86
					AWARD		AWARD	AWARD



EXECUTIVE SUMMARY

04/07/2022

AGENDA SUBJECT:

Approval of a Development Agreement Case 21-Z-024 regarding the Sky Heights Development on one parcel of land approximately 2.68 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036438; legally described as Lot 3, Blk A, Leander Heights Section 2; and more commonly known as 415 Lion Drive, Leander, Williamson County, Texas.

BACKGROUND:

The purpose of this Development Agreement is to implement masonry standards associated with the project. This agreement will allow for the City to enforce the development standards set forth in the agreement through the building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

This agreement requires that all structures are comprised of one hundred percent masonry. Masonry includes stone, brick, stucco, or factory tinted split faced concrete masonry unit.

APPLICANT/AGENT:

Sky Heights, LLC

PRESENTER:

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

Attachments

1. Development Agreement
2. Location Exhibit

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE SKY HEIGHTS**

This Development Agreement Establishing Development Standards for the **Sky Heights** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Sky Heights** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 2.68 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for single-family townhouses (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

- (a) Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a)** Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b)** This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or

overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz, Partner
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Travis County

Any notice mailed to the Developer shall be addressed:

Sky Heights, LLC
Attn: Santosh Singh
9801 Nepal Cv
Austin, Texas 78717
Travis County

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully

severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

Section 20. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term

“boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 23. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 24. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description & Sketch

EXECUTED in multiple originals this the ____ day of _____, 20__.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____
Name: Dara Crabtree
Title: City Secretary

By: _____
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS
COUNTY OF _____

§
§

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

By: _____
Name: SANTOSH SINGH
Title: MANAGING MEMBER

THE STATE OF TEXAS
COUNTY OF Williamson

§
§

This instrument was acknowledged before me on this 2nd day of DECEMBER, 2021, by SANTOSH SINGH of SKY HEIGHTS, a TEXAS, LLC company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

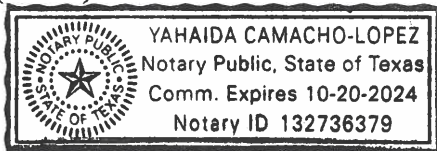


EXHIBIT “A”

Description of Property

R542819



CITY MAP

MUNICIPAL DR

R612853 R612850 R612848
R612852 R612849

R612856
R612857 R612855
R612858 R612854

R568412

R036440

R612847

R036438

R542606

R031309

R619653

R619654

R542605

R479913

R036434

R036436

LION DR

R036469

R036470

R036471

R036472

R036473

R036474

R036480

CASE: 21-DA-024

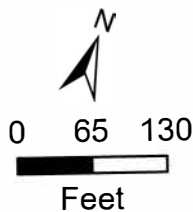
Lot 3, Blk A, Leander Heights Sec 2

EXHIBIT A

**SKY HEIGHTS
MASONRY DEVELOPMENT
AGREEMENT**

Location Map

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



-  Subject Area
-  Leander City Limits
-  ETJ

MUNICIPAL DR

R612856	R612857	R612858	R612859	R612860
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R036436

LION DR

R036480

 Subject Area
 Leander City Limits
 ETJ



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Approval of Development Agreement Case 22-DA-007 regarding the Leander Collective Subdivision on four parcels of land approximately 8.68 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R606835 and R606836; and generally located west of US 183 and north of Sonny Drive, Leander, Williamson County, Texas.

BACKGROUND:

The purpose of this Development Agreement is to implement masonry standards associated with the project. This agreement will allow for the City to enforce the development standards set forth in the agreement through the building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

This agreement requires that all structures are comprised of one hundred (100%) percent masonry. Masonry includes stone, brick, stucco, or factory tinted split faced concrete masonry unit.

APPLICANT/AGENT:

Ishav Properties, LLC

PRESENTER:

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

Attachments

1. Development Agreement
2. Location Map

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE LEANDER COLLECTIVE COMMERCIAL**

This Development Agreement Establishing Development Standards for the **Leander Collective Commercial** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Ishav Properties, LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 8.379 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for commercial use (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

- (a) Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a)** Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b)** This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or

overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz, Partner
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Travis County

Any notice mailed to the Developer shall be addressed:

Ishav Properties, LLC
Attn: Sunil Lavani
6700 Bridge Hill Cove
Austin, Texas 78746
Travis County

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully

severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

Section 20. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term

“boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 23. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 24. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description & Sketch

EXECUTED in multiple originals this the ____ day of _____, 20__.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____
Name: Dara Crabtree
Title: City Secretary

By: _____
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

By: _____
Name:
Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

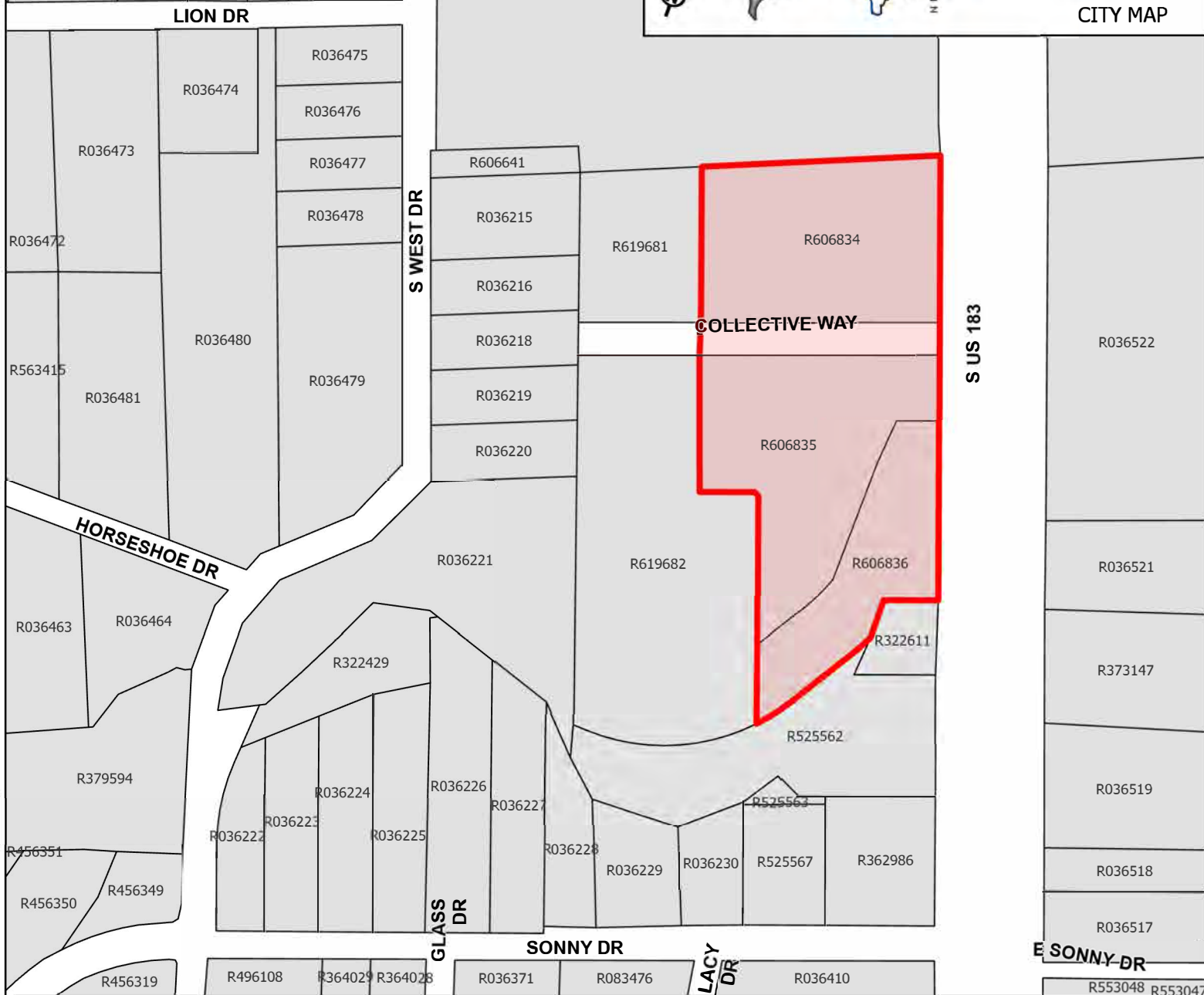
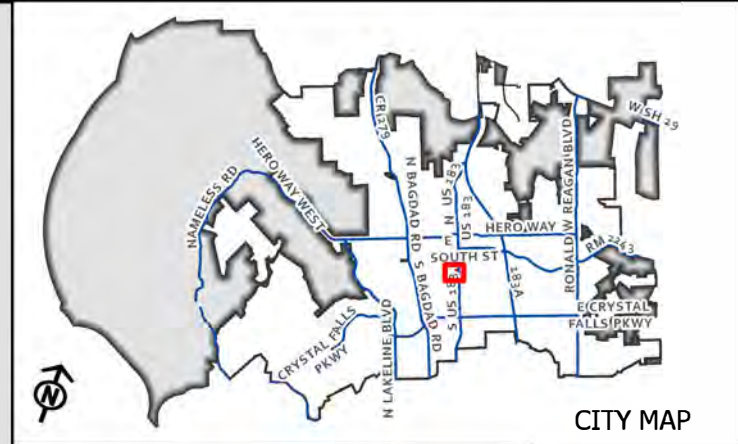
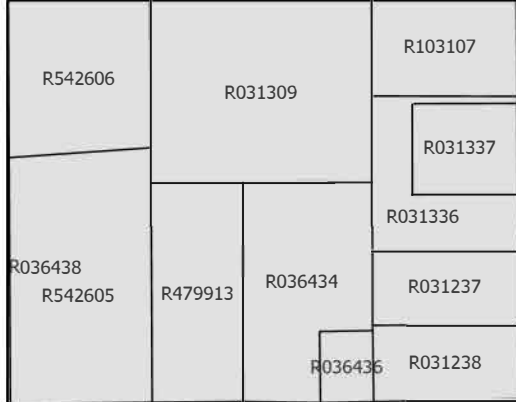
This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, _____ of _____, a _____ company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

EXHIBIT “A”

Description of Property



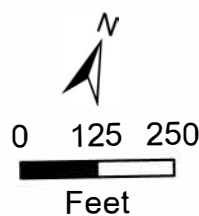
CASE: 21-DA-007

EXHIBIT A

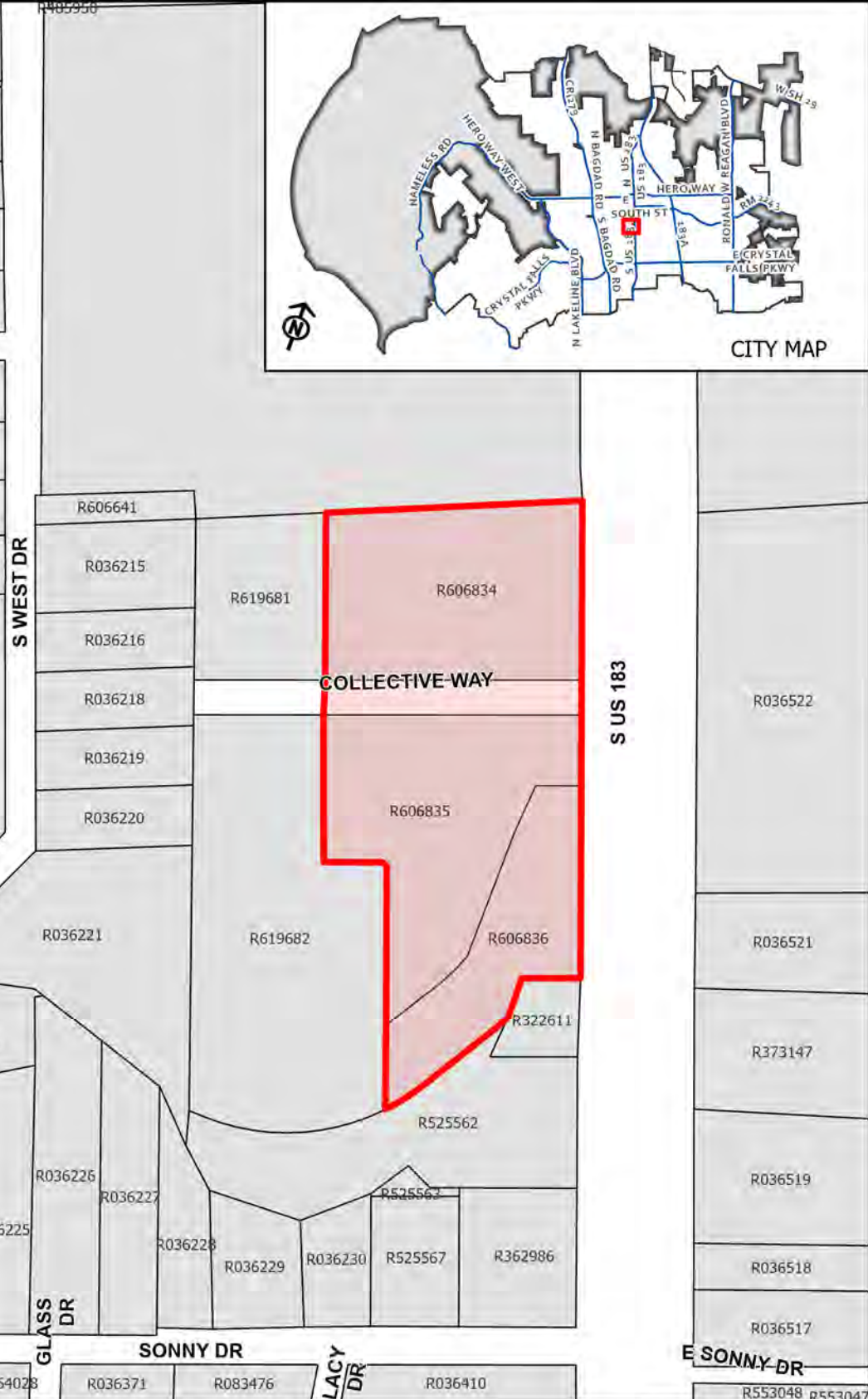
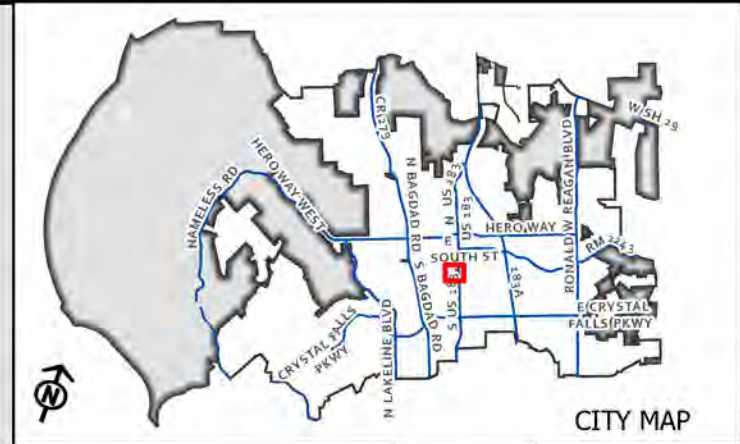
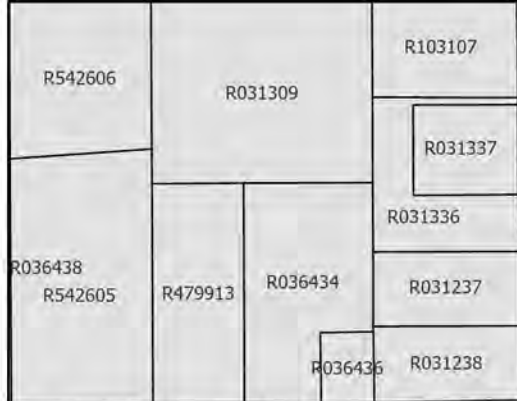
**LEANDER COLLECTIVE
MASONRY DEVELOPMENT
AGREEMENT**

Location Map

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



-  Subject Area
 Leander City Limits
 ETJ



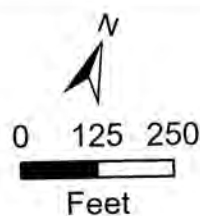
CASE: 21-DA-007

ATTACHMENT #2

LEANDER COLLECTIVE
MASONRY DEVELOPMENT
AGREEMENT

Location Map

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- Subject Area
- Leander City Limits
- ETJ



EXECUTIVE SUMMARY

04/07/2022

AGENDA SUBJECT:

Approval of Development Agreement Case 21-DA-019 regarding the 1607 Glass Drive Development on one parcel of land approximately 0.92 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R577372; and addressed as 1607 Glass Drive, Leander, Williamson County, Texas.

BACKGROUND:

The purpose of this Development Agreement is to implement masonry standards associated with the project. This agreement will allow for the City to enforce the development standards set forth in the agreement through the building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.

This agreement requires that all structures are comprised of one hundred (100%) percent masonry. Masonry includes stone, brick, stucco, or factory tinted split faced concrete masonry unit.

APPLICANT/AGENT:

Pro Biz Retail, LLC.

PRESENTER:

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

Attachments

1. Development Agreement
2. Location Exhibit

**MASONRY DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE 1607 GLASS DRIVE C-STORE**

This Development Agreement Establishing Development Standards for the **1607 Glass Drive C-Store** (the "Agreement") is made and entered into, effective as of the ____ day of _____, 20____, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **Pro Biz Retail LLC** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain .92 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property for Gas Station C-Store (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance.
- (b) The Developer will benefit from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate upon the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 6.

Section 3. Development Standards.

- (a) Development Requirements.** The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least one hundred percent (100%) of the combined exterior surface area of all walls, including all stories of buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.
- (b) Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that that may be applied to the Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a)** Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b)** This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or

overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

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Any notice mailed to the City shall be addressed:

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

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz, Partner
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Travis County

Any notice mailed to the Developer shall be addressed:

Pro Biz Retail LLC
Shakil Maredia
11522 Kempwood Dr. Unit B
Austin TX, 78750
Travis County

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully

severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

Section 20. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 21. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term

“boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

Section 22. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 23. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 24. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description & Sketch

EXECUTED in multiple originals this the ____ day of _____, 20__.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

By: PRO BIZ RETAIL LLC *[Signature]*
Name: SHAKIL MALEDIA
Title: MANAGING MEMBER

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on this 1st day of November, 2021, by Shakil Maledia, Managing Member of Pro Biz Retail, a Texas, LLC company, on behalf of said company.

(SEAL)

[Signature]

Notary Public, State of Texas

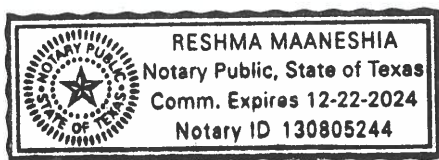
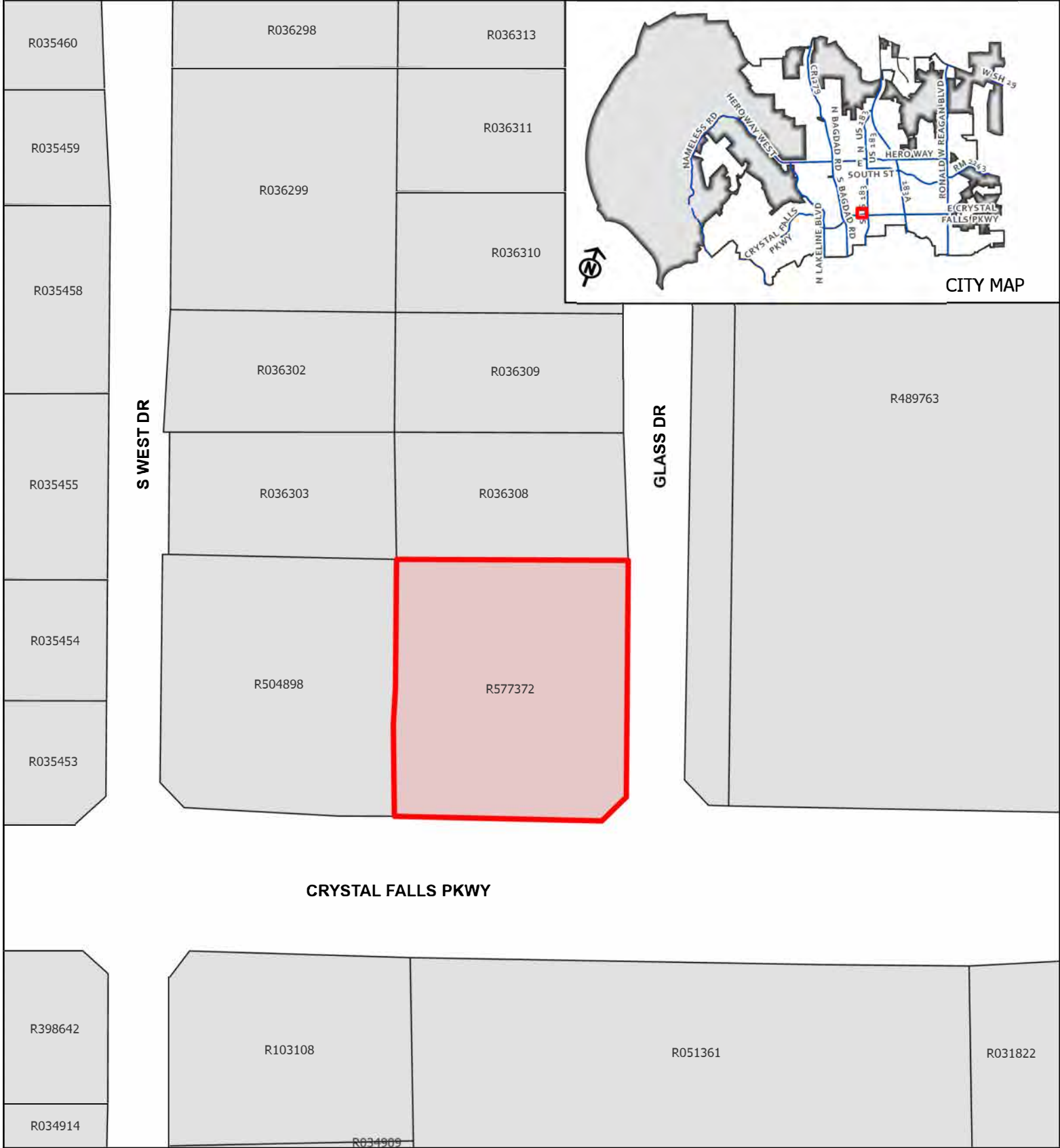


EXHIBIT “A”

Description of Property



CASE: 21-DA-019
 Lot 21A, Blk C of the Leander Heights Sec 1 Subdivision

EXHIBIT A

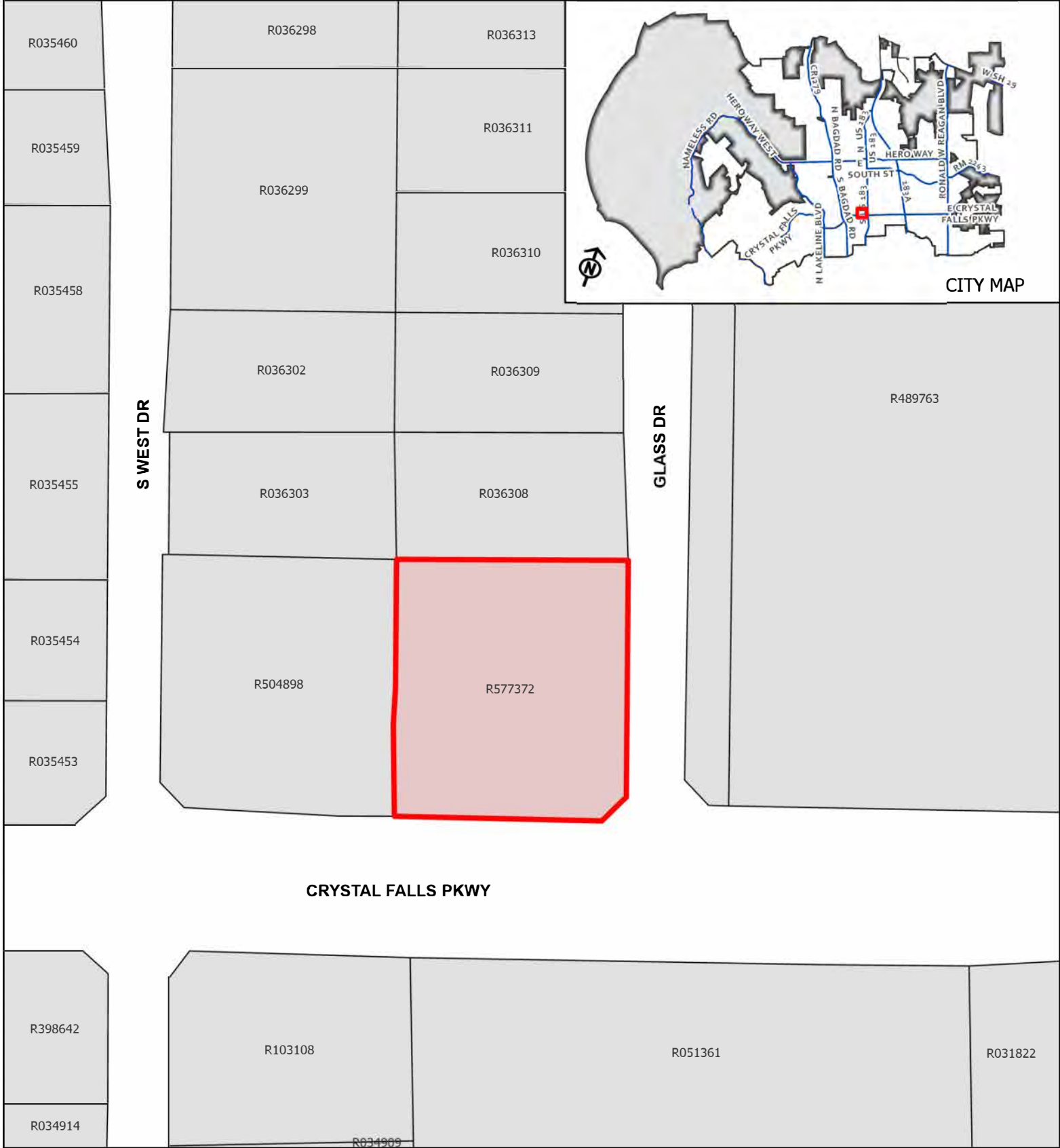
1607 GLASS DR
MASONRY DEVELOPMENT
AGREEMENT

Location Map

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0 50 100
Feet

- Subject Area
- Leander City Limits
- ETJ



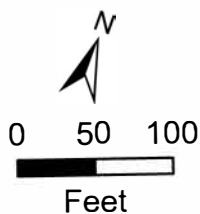
CASE: 21-DA-019
 Lot 21A, Blk C of the Leander Heights Sec 1 Subdivision

ATTACHMENT #2

**1607 GLASS DR
 MASONRY DEVELOPMENT
 AGREEMENT**

Location Map

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- Subject Area
- Leander City Limits
- ETJ



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Approval of renaming Buffalo Gap to Mesita Way located within the Fairways at Crystal Falls Section 4, Phase 2B Subdivision to the west of the intersection of Buffalo Gap and Ambush Canyon; Travis County, Texas.

BACKGROUND:

The Fairways Subdivision includes a network of private streets. This portion of the Fairways will be gated and separated from the Fairways, Section, Phase 1 subdivision. The street name change is proposed at the gate. The developer is requesting the change and there are no current property owners that will be impacted. This name is available and has been reserved in the street name database with the county.

Upon Council approval, staff will notify any property owners that are affected by this change.

PRESENTER:

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

Attachments

1. Ordinance
2. Location Map
3. Request Letter

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, RENAMING
BUFFALO GAP TO MESITA WAY, LOCATED WITHIN THE FAIRWAYS
AT CRYSTAL FALLS SECTION 4, PHASE 2B SUBDIVISION; AND
PROVIDING FOR RELATED MATTERS.**

WHEREAS, the City of Leander, Texas, is a Texas home rule municipality (herein the “City”) with Buffalo Gap existing within the Fairways at Crystal Falls Section 4, Phase 2B Subdivision; and

WHEREAS, the City Council desires to change the name of Mesita Way as provided in this ordinance;

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. Name Changes. The Buffalo Gap street located within the Fairways at Crystal Falls Section 4, Phase 2B Subdivision is hereby renamed to Mesita Way as shown in Exhibit “A”. The City Manager is hereby directed to take such actions as are reasonably necessary to ensure signs are posted reflecting the new name, to ensure emergency response personnel are notified, to modify the official maps of the City to reflect the name change and to ensure that all departments of the City requiring changes in addressing are duly notified and provided the necessary information to effectuate the change.

Section 3. Effective Date. This Ordinance shall be in force and effective from the date of approval of this Ordinance by the City Council in accordance with the City Charter and state law.

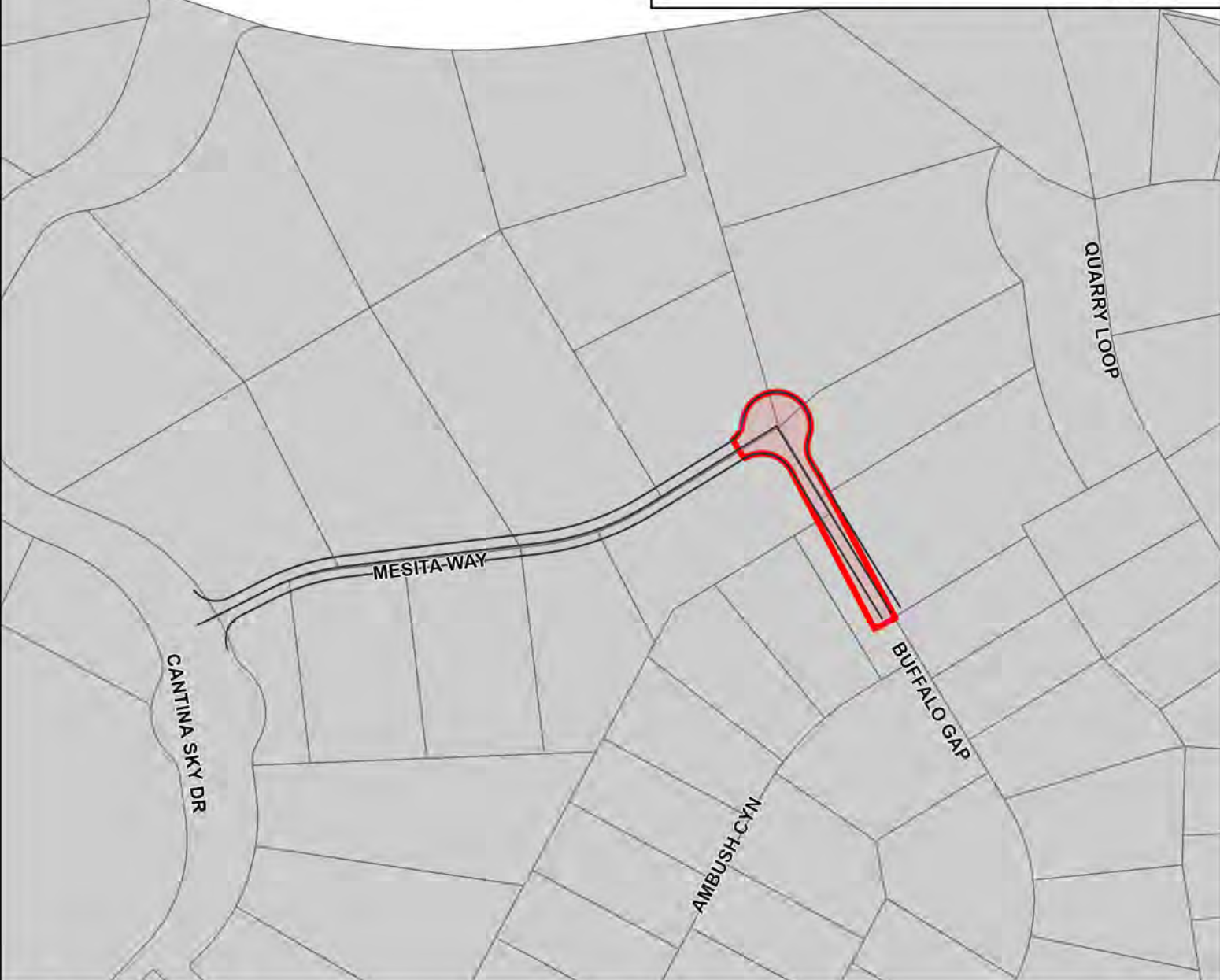
PASSED AND APPROVED this the 7th day of April, 2022

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

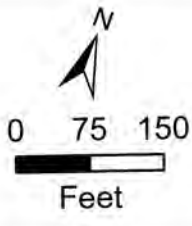
Christine DeLisle, Mayor



CASE: STREET RENAME ATTACHMENT #2 BUFFALO GAP

Location Map

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- Subject Area
- Leander City Limits
- ETJ

The Views at Crystal Falls LLC
11203 Brushy Glen Dr.
Austin, TX 78754

March 30, 2022

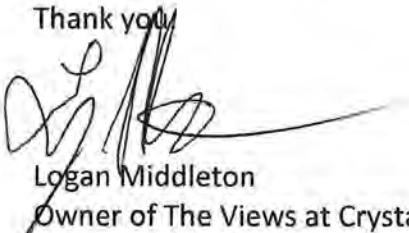
City of Leander Planning and Zoning
201 N Brushy St.
P.O. Box 319
Leander, Texas 78646

Attn: Robin Griffin and Sean Lafferty

To Whom It May Concern:

As the developer and current owner of the affected lots within Fairways Section 4 Ph. 2-B, I would like to formally request a street name change for the portion of Ambush Canyon that runs through this section. I would suggest we continue the existing Mesita Way road name to this portion of the road if possible. The name change request is to help avoid confusion with the gated portion of Buffalo Gap that is inaccessible from our side except for emergency access.

Thank you,

A handwritten signature in black ink, appearing to read 'Logan Middleton', with a long horizontal flourish extending to the right.

Logan Middleton
Owner of The Views at Crystal Falls LLC
(737) 529-6791
logan@framemiddleton.com



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Approval of renaming Bluewood Cove to Blue Rock Cove located within the Bryson Phase 3, Section 3 Subdivision to the east of the intersection of Runny Brushy Bend and Bluewood Cove; Williamson County, Texas.

BACKGROUND:

The Bryson Subdivision includes two (2) streets with similar names – Bluewood Cove and Bluewood Bend. These streets are located in separate sections and there are issues with the postal service providing the mail to the correct address. The property owners located on Bluewood Cove have signed a petition and agree to changing the street name to Blue Rock Cove. This name is available and has been reserved in the street name database with the county.

Upon Council approval, staff will notify any property owners that are affected by this change.

PRESENTER:

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

Attachments

1. Ordinance
2. Location Exhibit
3. Neighborhood Petition

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, RENAMING BLUEWOOD COVE TO BLUE ROCK COVE, LOCATED WITHIN THE VALLEY VISTA SUBDIVISION; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a Texas home rule municipality (herein the “City”) with Bluewood Cove existing within the Bryson, Phase 3, Section 3 Subdivision; and

WHEREAS, the City Council desires to change the name of Bluewood Cove as provided in this ordinance;

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. Name Changes. The Bluewood Cove street located within the Bryson, Phase 3, Section 3 Subdivision is hereby renamed to Blue Rock Cove. The City Manager is hereby directed to take such actions as are reasonably necessary to ensure signs are posted reflecting the new name, to ensure emergency response personnel are notified, to modify the official maps of the City to reflect the name change and to ensure that all departments of the City requiring changes in addressing are duly notified and provided the necessary information to effectuate the change.

Section 3. Effective Date. This Ordinance shall be in force and effective from the date of approval of this Ordinance by the City Council in accordance with the City Charter and state law.

PASSED AND APPROVED this the 7th day of April, 2022

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

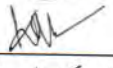
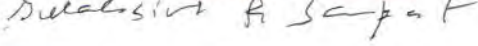
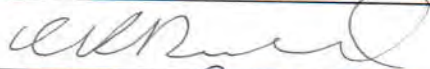
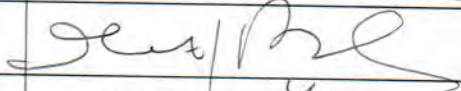
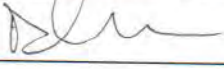
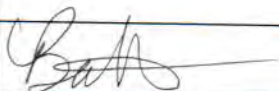
Christine DeLisle, Mayor

2/28/2022

To: City of Leander
Attn: Sean Lafferty

RE: Bluewood CV name change to Blue Rock CV

By signing this document, I am acknowledging that all owners and co-owners of my property approve of the street name change from Bluewood Cove (Blue Wood CV) to Blue Rock CV.

OWNER NAME	CURRENT ADDRESS	SIGNATURE
David E Cardona Lugo & Bernice Lilibeth Reyes Coll	1012 Bluewood CV	
Eron Davis & Kesha Davis	1013 Bluewood CV	
Prabhakar Venkata Kothuru & Smitha Lakshmi	1016 Bluewood CV	
Gulabsinh R Sampat (TOD) & Kala Gulab Sampat (TOD)	1017 Bluewood CV	
Robert D Montoya & Kelly Dawn Floyd Salas-Montoya	1020 Bluewood CV	
Aaron M Dunford & Catherine Dunford	1021 Bluewood CV	
Gregory R Benz & Ariel Corinna Greco-Belz	1100 Bluewood CV	
Felicia A Farias & Olivia R Farias	1101 Bluewood CV	
Douglas E Cloud II	1104 Bluewood CV	
CHESMAR HOMES	1105 Bluewood CV	
Carlos Hidalgo & Brigitta Hidalgo	1109 Bluewood CV	



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Conduct a public hearing to amend the current zoning of PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector) to adopt the San Gabriel Industrial Minor PUD (Planned Unit Development) with the base zoning district GC-5-A (General Commercial) on two (2) parcels of land approximately 86.9312 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031599 and R449731; and more commonly known as 9880 183A Toll Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case 22-Z-003 as described above.

BACKGROUND:

This request is the first step in the zoning process. The applicant proposed to postpone the request during the March 10, 2022 meeting in order to allow time for a meeting with the neighboring property owner. The Planning & Zoning Commission postponed action to the March 24, 2022 meeting.

HISTORY/TIMELINE:

08/08/2005 - Annexed as part of the TOD PUD

03/10/2022 - Planning & Zoning Commission, 1st Public Hearing – Action postponed

APPLICANT/AGENT:

Pacheco Koch (Hollis Scheffler) on behalf of RFHDAH, LP (R.F. Higginbotham)

RECOMMENDATION:

The applicant proposed to postpone the request during the March 10, 2022 meeting in order to allow time for a meeting with the neighboring property owner. The Planning & Zoning Commission postponed action to the March 24, 2022 meeting.

PRESENTER:

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

Attachments

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



PLANNING ANALYSIS

ZONING CASE 22-Z-003 SAN GABRIEL LEANDER INDUSTRIAL MINOR PUD

GENERAL INFORMATION

Owner/Agent:	Pacheco Koch (Hollis Scheffler) on behalf of RFHDAH, LP (R.F. Higginbotham).
Current Zoning:	PUD/TOD-CD (Planned Unit Development/Transit Oriented Development – Conventional Development Sector)
Proposed Zoning:	San Gabriel Industrial Minor PUD (Planned Unit Development) with the base zoning district GC-5-A (General Commercial)
Size and Location:	The two parcels of land approximately 86.9312 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031599 and R449731; and more commonly known as 9880 183A Toll Rd, Leander, Williamson County, Texas.
Staff Contact:	Justin Hunt, Planner

APPLICANT REQUEST

The subject property is currently zoned as part of the Conventional Sector and the next step in the process is to submit a request for an amendment to the PUD in order to establish the base zoning district of their property. The applicant has submitted a request to change the designated zoning district of their property in order to develop a distribution center through a Minor PUD with the base zoning designation of GC-5-A (General Commercial). This request also includes additional uses outside of the general commercial use including light manufacturing, warehouse, and distribution.

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 Minor PUD would support the applicant's proposed use of a distribution center, while limiting the uses to uses that are desirable as part of the Employment Center.

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

	ZONING	LAND USE
NORTH	PUD-GC PUD-MF	San Gabriel Villas PUD- Undeveloped San Gabriel Villas PUD- Aven Ridge Apartments
EAST	PUD/TOD-CD	Undeveloped
SOUTH	PUD-GC	PAG Leander H1- Car Dealership
WEST	Interim-SFR-1-B ETJ	Single-Family Residence Single-Family Residence

SURROUNDING AREA:

This property is located east of 183A Toll Road and south of San Gabriel Parkway. To the north of the property is the San Gabriel Villas PUD which includes the Aven Ridge Apartment complex. To the south is the PAG Leander H1- Car Dealership which includes the Honda Dealership. To the east of the subject property are rural single-family residences, and to the east are two PUD/TOD-CD sites that are undeveloped.

PHYSICAL AND NATURAL FEATURES:

This property contains many heritage and significant trees scattered over the site, and multiple residential structures including one primary home and three accessory structures.

PROPERTY HISTORY:

This property was annexed 8/8/2005, as part of the TOD PUD.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 01/17/2008 – Adoption of the TOD

MAJOR CORRIDORS:

This property has access onto 183A Toll Road & San Gabriel Parkway.

TRANSPORTATION PLAN REQUIREMENTS:

This property includes future improvements and extension of county road 269.

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
CR 269	Collector	Roadway	74' ROW East side 8' sidewalk West side 6' sidewalk

EXISTING UTILITIES:

This property has access to a 12" waterline along 183A Toll Road, a 24" water line along San Gabriel Parkway, and a 12" along Pleasant Hill Road. A 12" wastewater line runs along the subject properties 183 A Toll Road frontage.

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 5 (non-residential only):**

Features: Accessory buildings; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display and storage; outdoor entertainment venues and animal boarding.

Intent:

- (1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.
- (2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, HC or HI use components.
- (3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.
- (5) Compliance with Type 1, 2, 3 or 4 site component standards shall also be deemed as compliance with Type 5 standards.

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

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

- Facilitate quality commercial development through targeted marketing and a commitment by the City to help businesses grow and expand.
- Continue efforts regarding the construction of projects within the Leander Central/Transit-Oriented Development District as a mixed-use urban environment.

Applicable Future Land Use categories

EMPLOYMENT CENTER

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

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

**Desired Mix: 80-100% Non-Residential, 0-20% Residential
LO, LC, GC, HC, PUD**

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on November 29, 2021. No changes have been made to the project since the development meeting was held.

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

- The Future Land Use Map was updated to designate this property as the Employment Center land use category.

NOTIFICATION

2/18/2022 - Public Notice on Hill Country News
 2/23/2022 - Mail Notification to Property Owners within 200'
 2/23/2022 - Public Hearing Signage Posted on Property
 3/10/2022 - Planning and Zoning Commission Public Hearing
 4/07/2022 - City Council Public Hearing & First Reading of the Ordinance
 4/21/2022 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

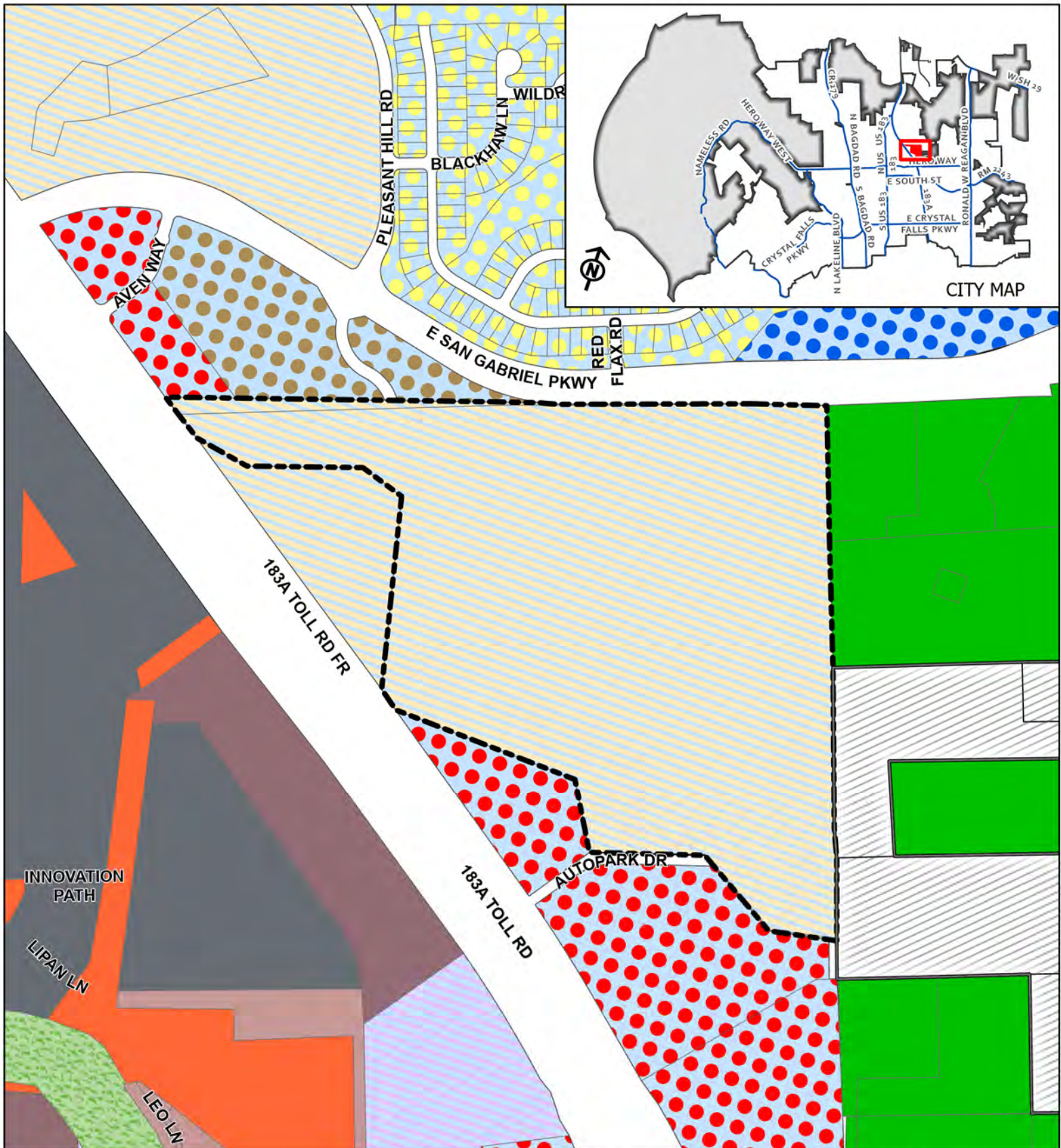
In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per

Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' were also contacted. Per the applicant all owners have been notified via mail and no concerns have been communicated.

Please see the full report from the applicant included in the packet.

APPROVAL CRITERIA:

This zoning request is consistent with the future land use map designation of Employment Center and the proposed development would be compatible with the surrounding land uses.



CASE: 22-Z-003

ATTACHMENT #2

SAN GABRIEL
LEANDER INDUSTRIAL

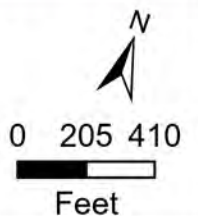
Current Zoning Map

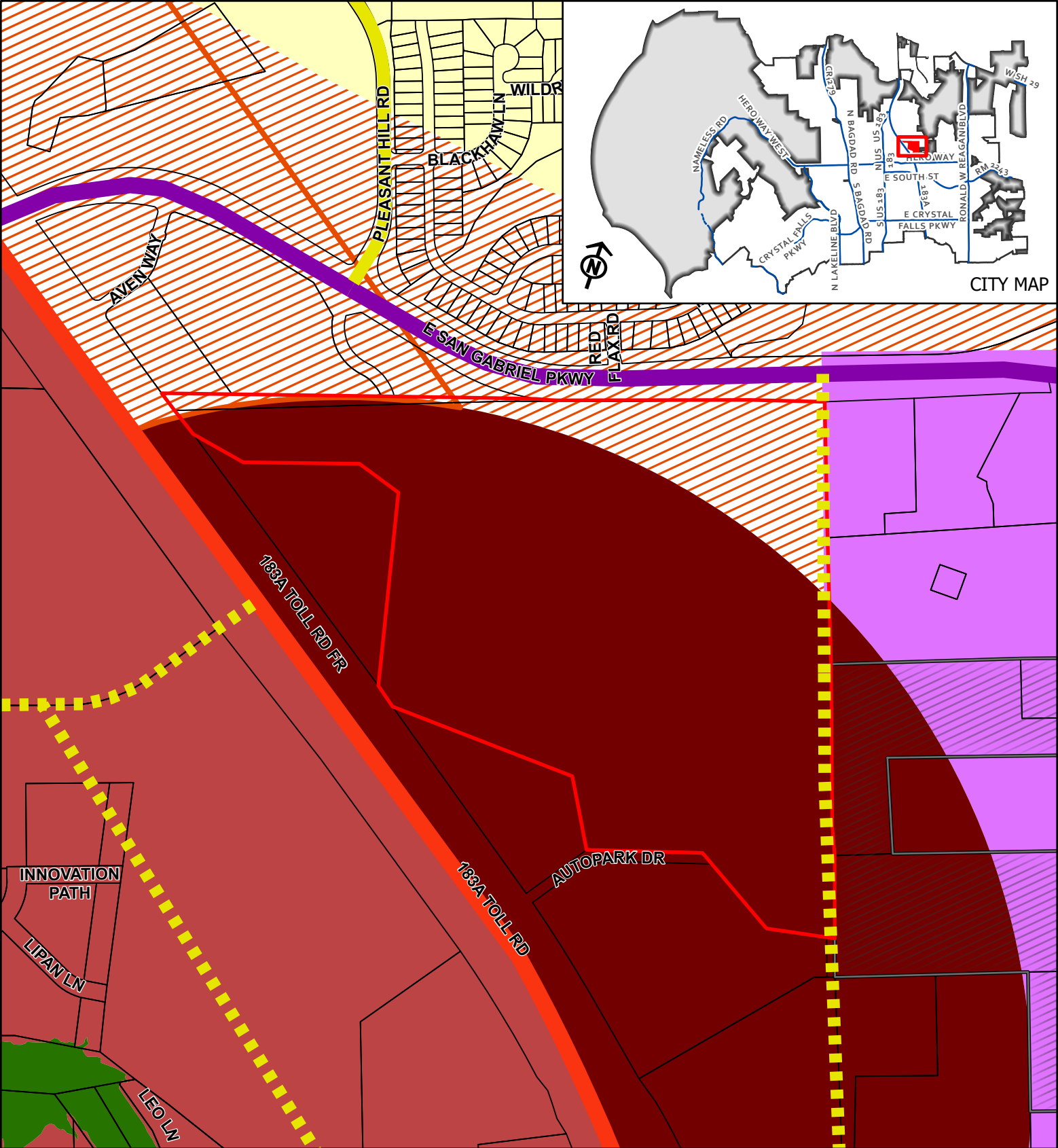
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- Leander City Limits
- Leander ETJ
- Subject Area
- SFR - Single-Family Rural
- PUD - Single-Family

- PUD - Multi-Family
- PUD - Mixed Use
- PUD - General Commercial
- OS - Open Space
- CD - Conventional Sector

- S2 - Station Sector
- Civic Building
- T4 - General Urban
- T5 - Urban Center
- T6 - Urban Core





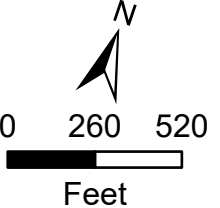
CASE: 22-Z-003

ATTACHMENT #3

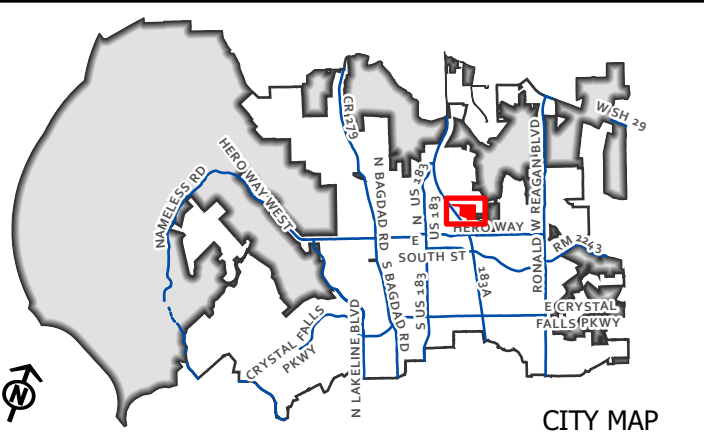
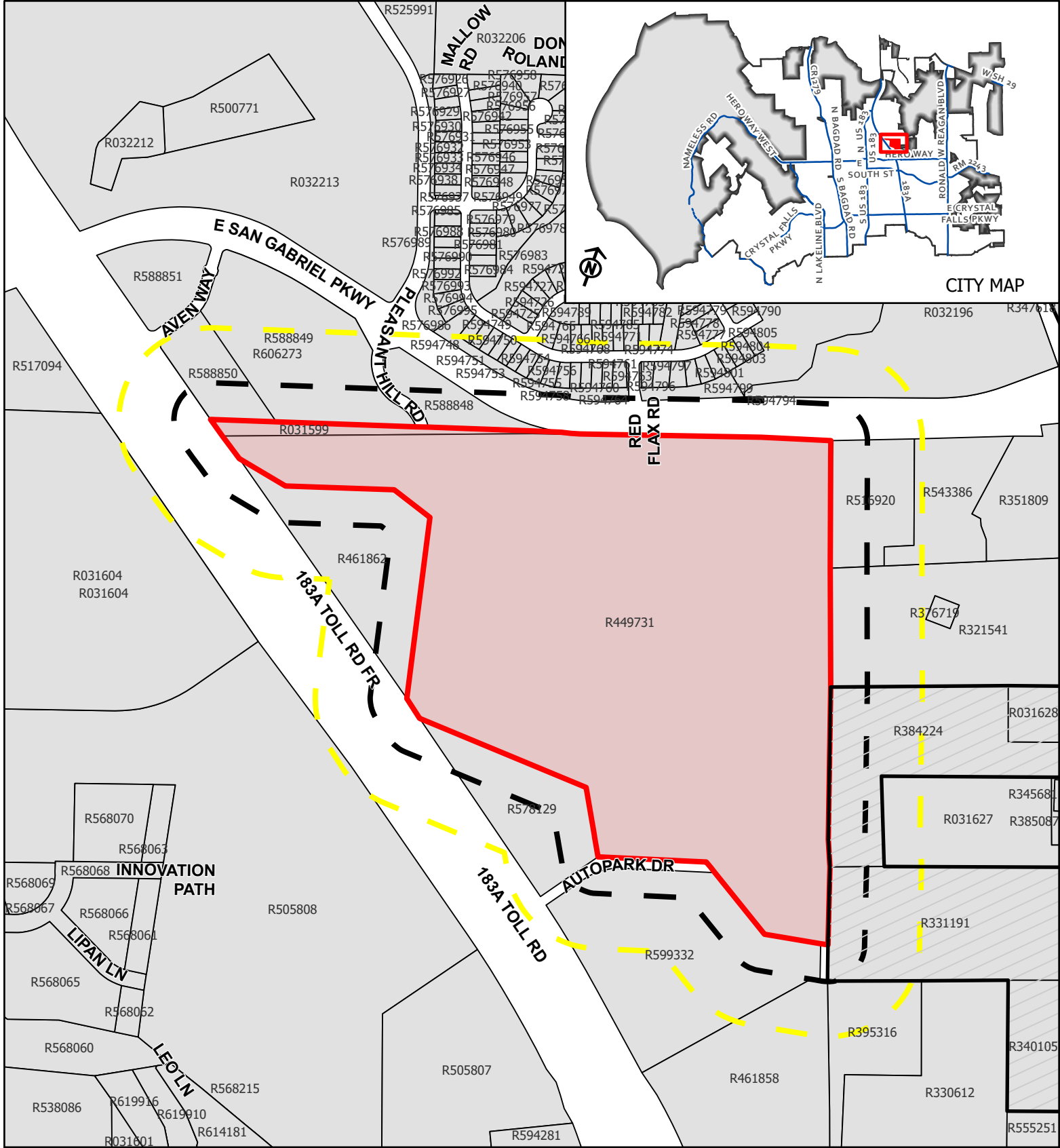
**SAN GABRIEL
LEANDER INDUSTRIAL**

Future Land Use Map

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- Leander City Limits
- Leander ETJ
- Subject Area
- Activity Center
- Employment Center
- Greenway
- Leander Central
- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Neighborhood Residential
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Collector, Existing
- Collector, Proposed



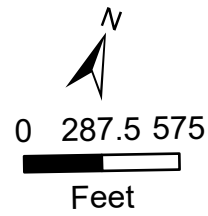
CASE: 22-Z-003

ATTACHMENT #4

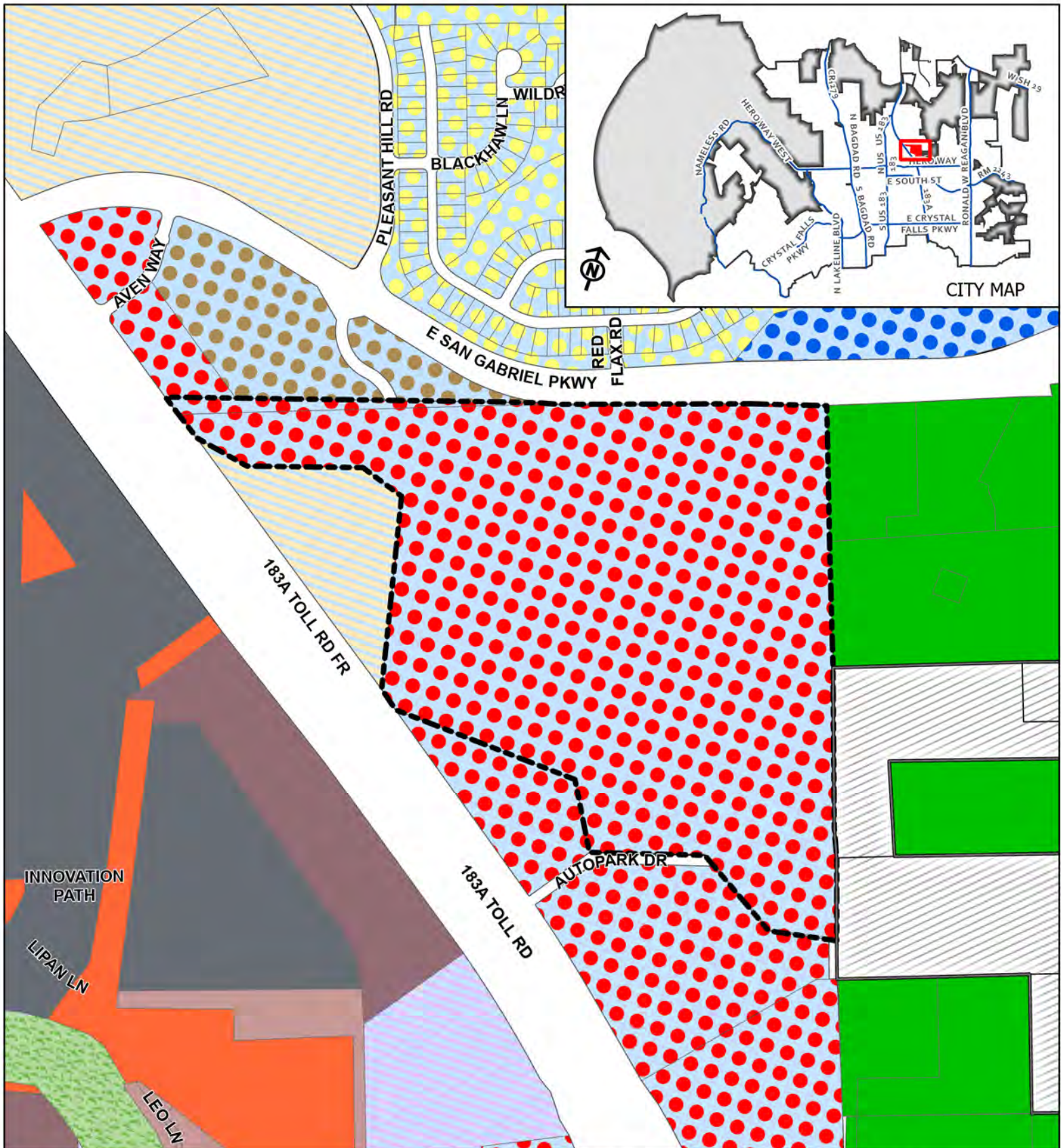
SAN GABRIEL
LEANDER INDUSTRIAL

Public Notification

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



CASE: 22-Z-003

ATTACHMENT #5

SAN GABRIEL
LEANDER INDUSTRIAL

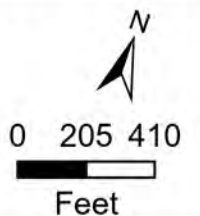
Proposed Zoning Map

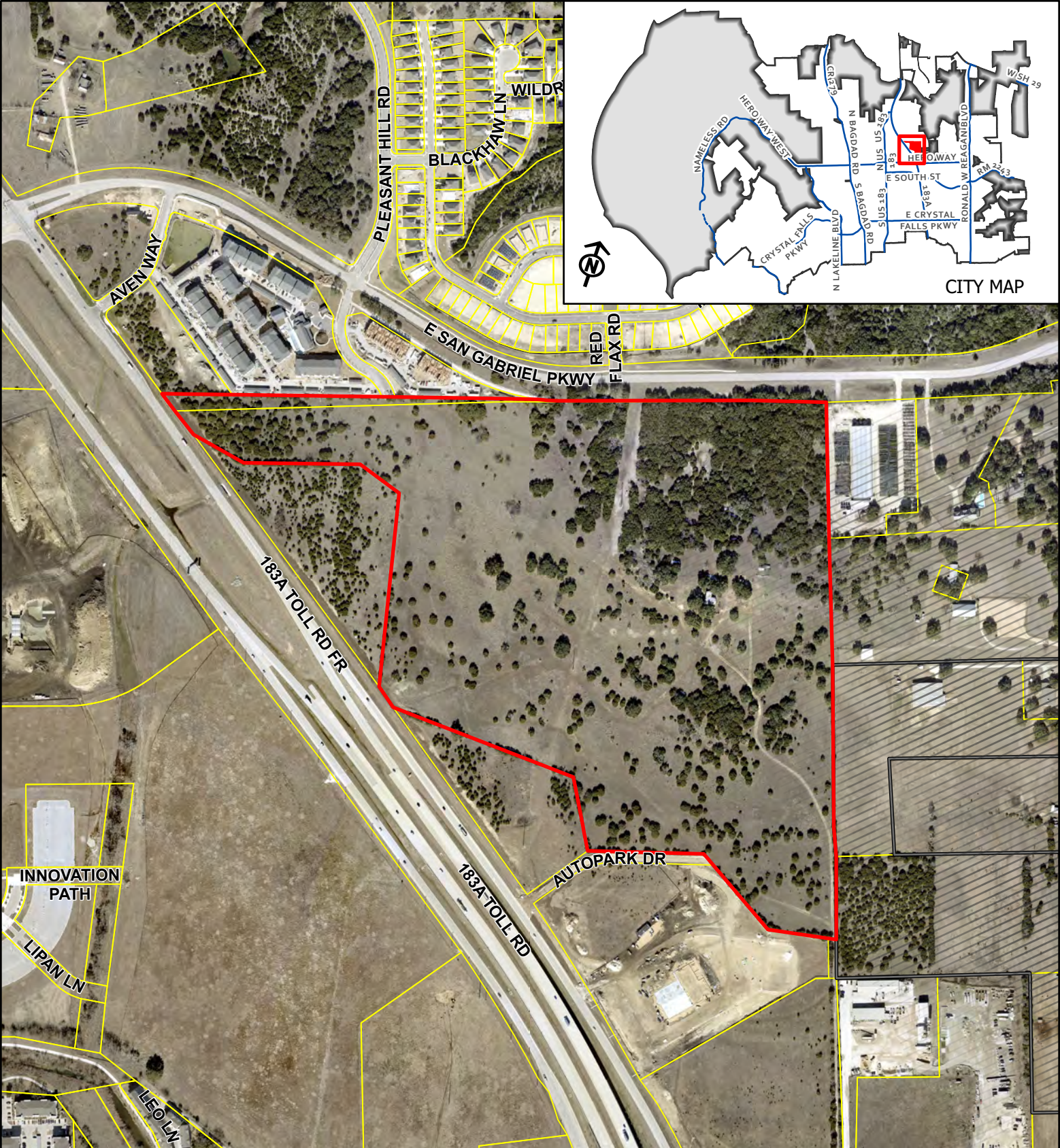
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

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

- PUD - Multi-Family
- PUD - Mixed Use
- PUD - General Commercial
- OS - Open Space
- CD - Conventional Sector

- S2 - Station Sector
- Civic Building
- T4 - General Urban
- T5 - Urban Center
- T6 - Urban Core





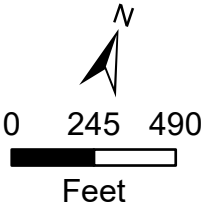
CASE: 22-Z-003

ATTACHMENT #6

**SAN GABRIEL
LEANDER INDUSTRIAL**

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
- Leander ETJ
- Subject Area

EXHIBIT A

San Gabriel Industrial Minor Planned Unit Development

A. Purpose and Intent

1. The San Gabriel Industrial PUD is comprised of approximately 88.813 acres, as shown in **Exhibit B**. The development of this property includes a warehouse for distribution and several office/warehouse buildings.

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**, listed below.
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.

GC-5-A (General Commercial)

C. Allowable / Prohibited Uses

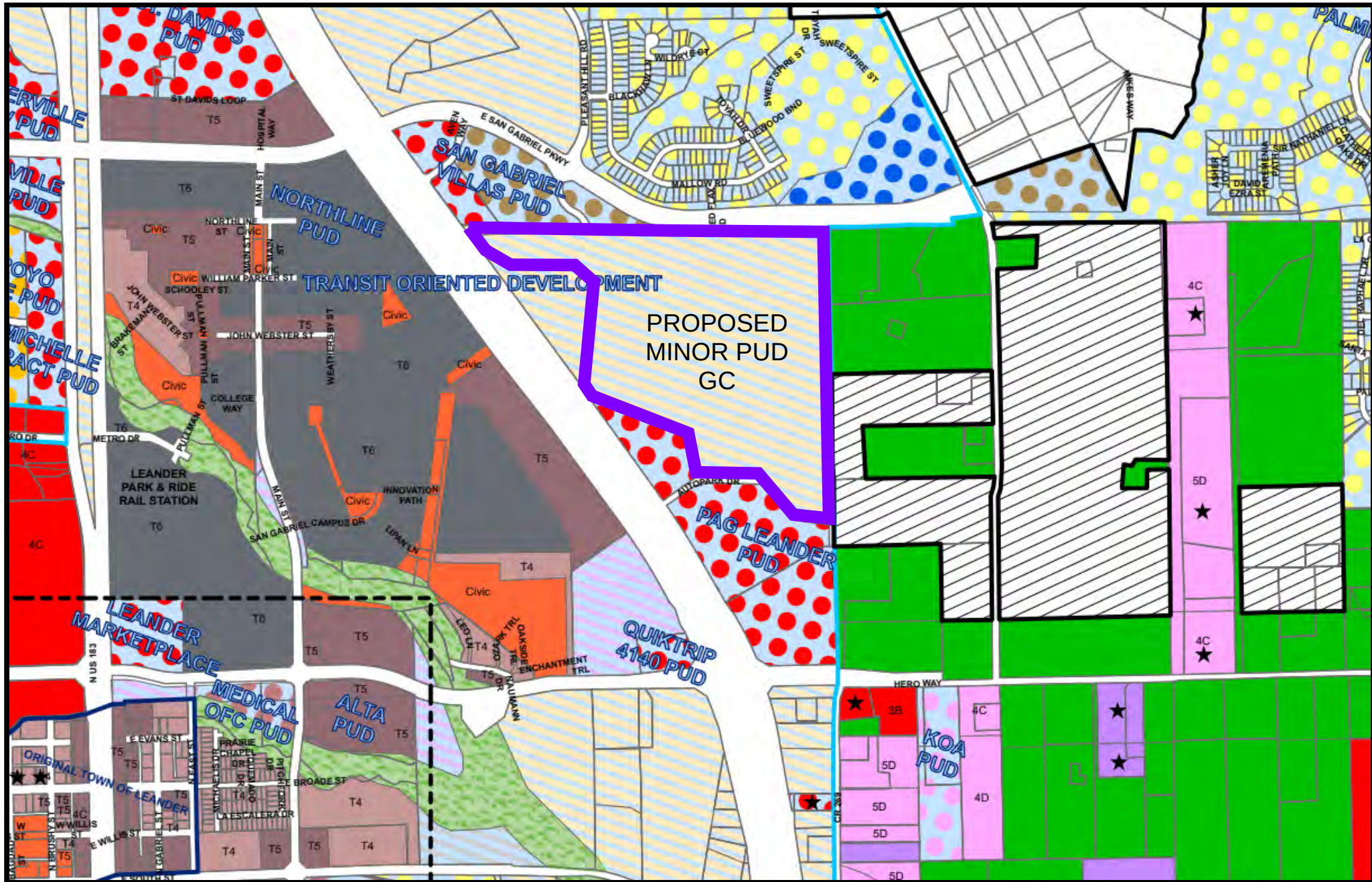
1. The allowable uses shall include those permitted items within GC-5-A General Commercial District and additional uses as listed below.
 - a. Light manufacturing
 - b. Warehouse and Distribution
2. The prohibited uses shall include:
 - a. Bar, nightclub or private club
 - b. Entertainment venues including bowling alleys, golf practice ranges, miniature golf establishments, theaters, amusement parks, arcades, arenas, stadiums, gymnasiums, skating rinks, commercial sports venues, indoor shooting range, etc.
 - c. Hotel/Motel, Boarding Houses
 - d. Liquor Store
 - e. Funeral home, including embalming and crematory facilities associated with an on-site funeral home or cemetery.
 - f. Pet Shop
 - g. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations, and mass transit terminals
 - h. New and used vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop

- i. Bingo
- j. Car Title Loans Shop/Business
- k. Commercial laundry
- l. Contractor and building material storage
- m. Gaming Room Facility/Gaming Device
- n. Hookah Lounge
- o. Pawn Shop
- p. Payday Lending Business
- q. RV, trailer, commercial motor vehicle and boat outdoor storage
- r. Tattoo and/or Body Piercing Parlor
- s. Wrecker Impoundment, Towing
- t. Sexually oriented businesses
- u. Outdoor Nursery

D. Development Standards

1. Buildings that are located four hundred (400) or more feet from the roadways are not required to include design features required by Article VII, Section 1(b) of the Composite Zoning Ordinance.
2. Buildings to be used for a distribution center may reduce the number of architectural features on street facing walls to five (5) features.
3. Buildings to be used for a distribution center may reduce the required percentage of windows on the front primary building facade to ten (10%) percent.

EXHIBIT B: SAN GABRIEL INDUSTRIAL - ZONING MAP



January 26, 2022
PK No.: 5137-21.587

CITY OF LEANDER

Planning Department
P.O. Box 319
Leander, Texas 78646

Re: **LEANDER FEDEX FACILITY**
San Gabriel Industrial Minor PUD
9880 183A Toll Road, Leander, Texas 78641

To Whom It May Concern:

On behalf of the owner, Pacheco Koch Consulting Engineers, a Westwood Company is submitting this application as intent to rezone and create a Minor PUD the following properties, R449731 - AW0125 CHAMBERS, T. SUR., (85.6972 Acres) and R031599 - AW0125 CHAMBERS, T. SUR., (1.234 Acres). The intent of this application and its supporting documents is to create a Minor PUD with the base zoning designation of GC (General Commercial).

The properties in question are located at the southeast corner of the intersection of the 183A Toll Rd and San Gabriel Parkway. The nature of the existing property is primarily undeveloped with an existing homestead and several existing trees. It is currently zoned in the conventional sector. The site is bordered by the San Gabriel Villas PUD along the northern boundary, PAG Leander PUD along the southern boundary, and SFR property on the eastern boundary.

The PAG Leander PUD along the site's southern boundary and the 183A frontage portion of the San Gabriel Villas PUD along the site's northern boundary have a base a base zoning district of GC (General Commercial). The Minor PUD proposal with a base zoning designation of GC would allow for this tract of land to be developed similarly to the existing PUDs.

The proposed Minor PUD will have additional uses added outside of the General Commerical use including Light manufacturing Warehouse and Distribution. The architectural higher standards will be Type A in conformance with the composite zoning ordinance.

If you have any questions or need any additional information, please call me at your convenience.

Sincerely,



Hollis A. Scheffler, P.E.

HAS/jjb
5137-21.587_PEC Zoning Intent



January 25, 2022
PK No.: 5137-21.587

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

904 Mallow Road
Leander, Texas 78641

Re: **LEANDER FEDEX FACILITY**

Minor PUD Notification Letter for Property Located at 9880 183A Toll Road
Leander, Texas 78641

To Whom It May Concern:

Our client is in the process of submitting to the City of Leander a Minor PUD application for the property located at 9880 183A Toll Road, Leander, Texas 78641 in order change from the Conventional Sector zoning to a General Commercial zoning.

Attached is a diagram of the property to be incorporated into this Minor PUD, highlighted in red, and the buffer area of notifications. If you have any questions regarding the enclosed items or need any additional information, please contact our office at your convenience.

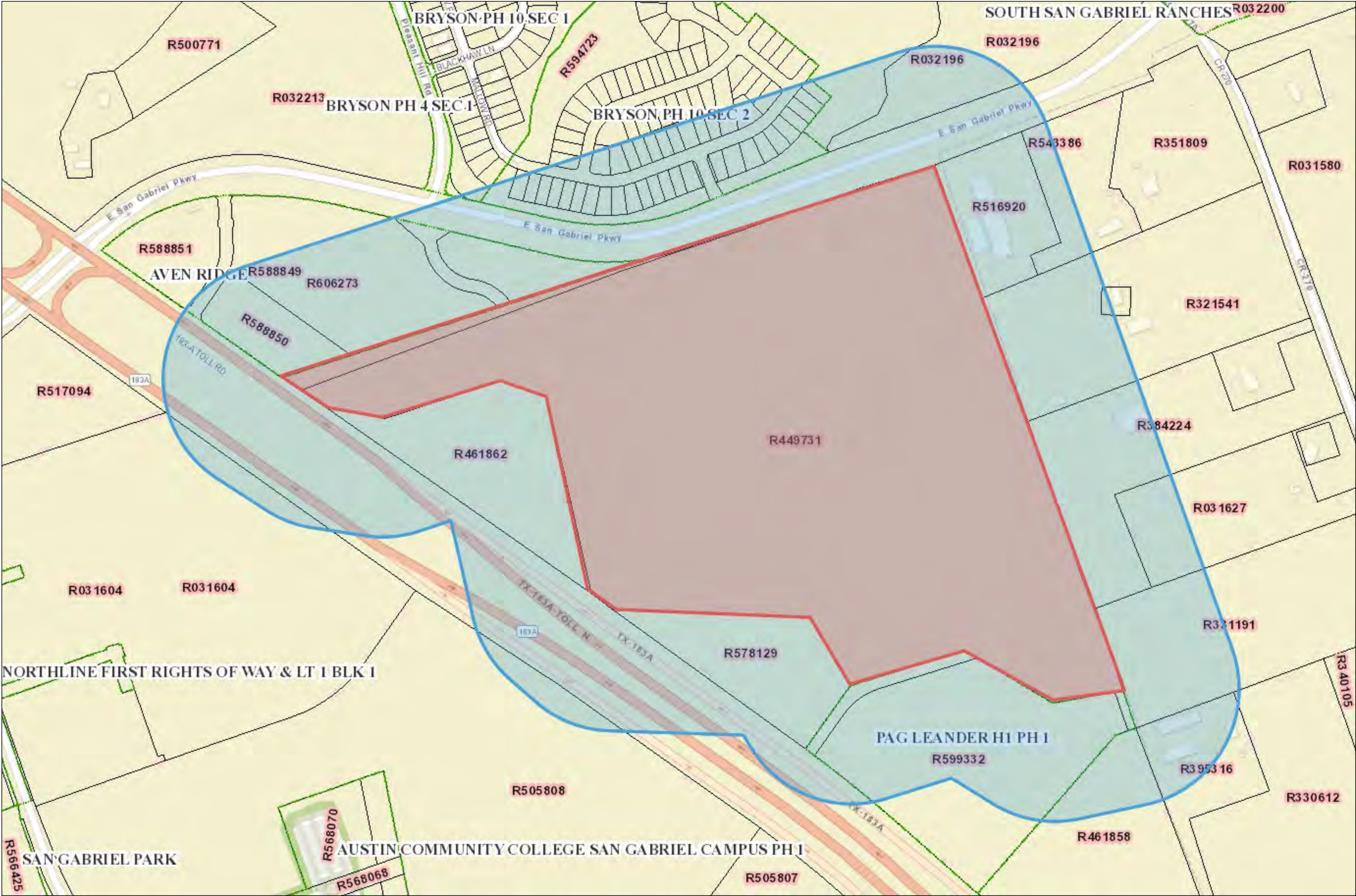
If you have any questions regarding the enclosed items or need any additional information, please call me at your convenience.

Sincerely,

Pacheco Koch Consulting Engineers, LLC,
a Westwood Company

In the event of any unintentional clerical inaccuracies or misrepresentations in this document, please contact our office at your earliest convenience.

HAS/jjb
5137-21.587_Notification Letter



- Legend
- County Boundary
 - Subdivision
 - Tax Parcel

Leander 500' Buffer Map
Web Print: 01/20/2022



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.



Write the Case Number

22-Z-003

Found in the attached letter

ONLINE OPTION

If you prefer, submit
comments online at:

leandertx.gov/notice

A property owner near you has requested a change as described in the attached letter. Complete and mail this postcard or visit the city website to provide comments. Postage has been prepaid for your convenience.

Name: Robert Higginbotham

Address: 8723 N Lamar, Austin

Email: [REDACTED]

☒ **SUPPORT** ☐ **OPPOSE** the requested change as described. **Other comments:**

ASAP!

Write the Case Number

22-Z-003

Found in the attached letter

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A property owner near you has requested a change as described in the attached letter. Complete and mail this postcard or visit the city website to provide comments. Postage has been prepaid for your convenience.

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Email: [REDACTED]

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22-Z-003

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ONLINE OPTION

If you prefer, submit
comments online at:

leandertx.gov/notice

A property owner near you has requested a change as described in the attached letter. Complete and mail this postcard or visit the city website to provide comments. Postage has been prepaid for your convenience.

Name: Jed Waltemathe

Address: 1360 E San Gabriel Pkwy

Email: [REDACTED]

☒ **SUPPORT** ☐ **OPPOSE** the requested change as described. **Other comments:**

EXHIBIT A

San Gabriel Industrial Minor Planned Unit Development

A. Purpose and Intent

1. The San Gabriel Industrial PUD is comprised of approximately 88.813 acres, as shown in **Exhibit B**. The development of this property includes a warehouse for distribution and several office/warehouse buildings.

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**, listed below.
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.

GC-5-A (General Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include those permitted items within GC-5-A General Commercial District and additional uses as listed below.
 - a. Light manufacturing
 - b. Warehouse and Distribution
2. The prohibited uses shall include:
 - a. Bar, nightclub or private club
 - b. Entertainment venues including bowling alleys, golf practice ranges, miniature golf establishments, theaters, amusement parks, arcades, arenas, stadiums, gymnasiums, skating rinks, commercial sports venues, indoor shooting range, etc.
 - c. Hotel/Motel, Boarding Houses
 - d. Liquor Store
 - e. Funeral home, including embalming and crematory facilities associated with an on-site funeral home or cemetery.
 - f. Pet Shop
 - g. Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations, and mass transit terminals
 - h. New and used vehicle and major equipment sales, rental or leasing, repair of new or used vehicles, body shop

- i. Bingo
- j. Car Title Loans Shop/Business
- k. Commercial laundry
- l. Contractor and building material storage
- m. Gaming Room Facility/Gaming Device
- n. Hookah Lounge
- o. Pawn Shop
- p. Payday Lending Business
- q. RV, trailer, commercial motor vehicle and boat outdoor storage
- r. Tattoo and/or Body Piercing Parlor
- s. Wrecker Impoundment, Towing
- t. Sexually oriented businesses
- u. Outdoor Nursery

3. Outdoor storage shall be limited to fleet vehicles associated with the distribution center. Otherwise, outdoor storage is not permitted.

D. Development Standards

- ~~1. Buildings that are located four hundred (400) or more feet from the roadways are not required to include design features required by Article VII, Section 1(b) of the Composite Zoning Ordinance.~~
- ~~2. Buildings to be used for a distribution center may reduce the number of architectural features on street facing walls to five (5) features.~~
~~Buildings to be used for a distribution center may reduce the required percentage of windows on the front primary building facade to ten (10%) percent.~~
- 3.1. Truck access shall be limited to 183A Toll Road. Truck access is prohibited from Auto Park Drive and San Gabriel Pkwy.

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 SAN GABRIEL INDUSTRIAL MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-5-A (HEAVY 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 88.813 acres, ±; being more particularly described in Exhibit "B"; and identified by tax identification number R031599 and R449731; more particularly described in Instrument Number 2009090590 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the San Gabriel Industrial Minor PUD (Planned Unit Development) with the base zoning district of GC-5-A (General Commercial). The Minor PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 7th day of April, 2022.
FINALLY PASSED AND APPROVED on this the 21st day of April, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Discuss and consider action on the Second Reading of an Ordinance regarding Comprehensive Plan Case 22-CPA-001 to amend the Comprehensive Plan land use category from Employment Center to Activity Center and consider action regarding Zoning Case 21-Z-044 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to SFT-2-B (Single-Family Townhouse) and GC-2-B (General Commercial) on five (5) parcels of land approximately 56.785 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031298, R031398, R473651, R473652, and R031397; and generally located west of Ronald W. Reagan Boulevard and north of RM 2243, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The Planning & Zoning Commission recommended approval of the request with a 6 to 1 vote (Commissioner Hampton opposing) during the February 24, 2022 meeting.

HISTORY/TIMELINE:

09/03/2020 - Denied Zoning Case 19-Z-023 District 2243 PUD

10/21/2021 - These parcels were previously included in Zoning Case 21-Z-027 and removed for the 2nd City Council meeting.

02/24/2022 - Planning & Zoning Commission, 1st Public Hearing

03/17/2022 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Bleyl Engineering (Steve Ihnen) on behalf of Vivek Mahendru

RECOMMENDATION:

The City Council approved this zoning case with a 6-1 vote during the March 17, 2022 meeting.

PRESENTER:

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

Attachments

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



PLANNING ANALYSIS

COMPREHENSIVE PLAN CASE 22-CPA-001 ZONING CASE 21-Z-044 M RANCH #3

GENERAL INFORMATION

Owner/Agent:	Bleyl Engineering (Steve Ihnen) on behalf of Vivek Mahendru, MD and Lisa K Mahendru.
Current Zoning:	Interim SFS-2-B (Single-Family Suburban) Interim SFR-2-B (Single-Family Rural)
Proposed Zoning:	SFT-2-B (Single-Family Townhouse) GC-2-B (General Commercial)
Current Future Land Use Category:	Employment Center
Proposed Future Land Use Category:	Activity Center
Size and Location:	The property is located north on RM 2243 and west of Ronald W. Reagan Blvd., including approximately 56.785 acres.
Staff Contact:	Robin M. Griffin, AICP, Executive Director of Development Services

APPLICANT REQUEST

The applicant has submitted a request to change the designated zoning district of their property in order to develop both commercial and residential uses.

STAFF CONCLUSIONS

Y N

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

SPECIAL CONSIDERATIONS

In the city's Future Land Use Plan, this subject property is within an Activity Center and adjacent to an Employment Center. Activity Centers are intended to be major commercial centers within the community. If mixed uses are proposed in a development, the intent is for them to be unified as part of a PUD (Planned Unit Development). In addition, SFT (Single-Family Townhouse) uses are intended for planned communities of greater than 100 acres and comprise less than ten percent (10%) of the lots, or they serve as infills to transition different development uses.

Staff concerns regarding this proposal include:

1. The average SFT district in the city is about 12 acres and ranging from 30 to 90 units. This proposed SFT is 34.25 acres, which could yield approximately 350 units.

2. The Comprehensive Plan and Composite Zoning Ordinance limit the amount of residential uses along collector roadways. This proposed SFT would result in a collector road that is lined with townhouses.
3. This proposed SFT is segregated from the remainder of the project and will be located between commercial uses to the east and west. The district is not serving as a transition.
4. Future commercial or industrial projects in the Employment Center adjacent to this proposed SFT could be subject to additional setbacks and standards, which could increase development costs and reduce the developable acreage for commercial and industrial uses.

SITE INFORMATION:
ABUTTING ZONING AND LAND USE:

	ZONING	LAND USE
NORTH	SFR-2-B	Large lot residential
EAST	GC-2-B, SFR-1-B, SFS-2-B	Undeveloped
SOUTH	SFS-2-B, SFR-1-B	Ridgmar Landing large lot residential
WEST	GC-2-B, SFR-1-B	Undeveloped

SURROUNDING AREA:

This property is located south of the recent zoning case 21-Z-043 which is requesting to change the zoning from SFR-1-B (Single-Family Rural) to GC-2-B (General Commercial). The properties at the north east and west of the subject area are both zoned commercial, while the remaining surrounding properties are made up of interim residential districts. The subdivision south of RM 2243 is Ridgmar Landing which is majority zoned SFR-1-B and includes large lot residential development.

PHYSICAL AND NATURAL FEATURES:

The subject area contains un-platted parcels which will need to be platted as the area develops.

A portion of the floodplain extends into the subject area boundary along RM 2243. Development around the floodplain will be evaluated in detail with subsequent construction applications.

The northern most parcel contains significant tree cover and will be subject to the City's tree preservation and mitigation requirements.

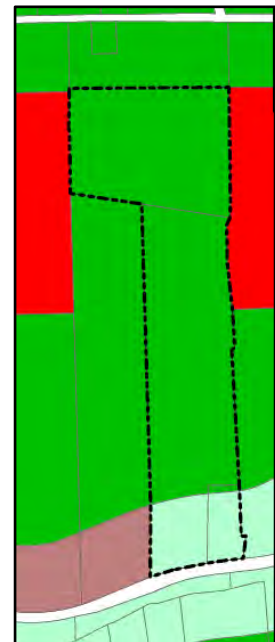
PROPERTY HISTORY:

This parcels to the south adjacent to RM 2243 were annexed 3/23/2005 with the remaining parcels being annexed into the City of Leander on 5/2/2018.

PREVIOUS ZONING CASES:

The following zone cases were previously submitted for this property:

- 19-Z-023 requested a zone change from Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) with the following base zoning districts: SFE-2-A (Single-Family Estate), TF-2-A (Two-



Family), CH-2-A (Cottage Housing), NR-2-A (Neighborhood Residential), MF-2-A (Multi-Family), and GC-3-B (General Commercial) and was denied on 09/03/2020.

- 21-Z-027 requested a zone change from Interim SFR-1-B (Single-Family Rural) to GC-2-B (General Commercial) and SFT-2-B (Single-Family Townhouse). The zoning request was later altered to remove the residential component.

MAJOR CORRIDORS:

This property has access onto RM 2243

TRANSPORTATION PLAN REQUIREMENTS:

This property includes the future extension of a north south and east west collector. The property also has direct access to RM 2243.

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

STREET	CLASSIFICATION	LAND USE CONTEXT	DESIGN ELEMENTS
RM 2243	Arterial	Commercial Corridor	100' ROW 4 lanes, 10' sidewalk
Future East-West (644)	Collector	Non-Residential Collector	74' ROW 6' sidewalk

SUBDIVISIONS:

The following subdivision cases were previously submitted for this property:

- No prior subdivision cases.

EXISTING UTILITIES:

This property has access to utilities (figure 1 & 2). The water and wastewater lines will need to be extended to the perimeter of the subject area as each parcel develops.



CURRENT LAND USES:

This property is currently being used as large lot residential and undeveloped land.

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.

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 2:**

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

Intent:

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

ARCHITECTURAL COMPONENT**TYPE B:**

Features: 4 or more architectural features.

Intent:

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

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

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

Applicable Future Land Use categories**ACTIVITY CENTER**

- Activity Center areas are the major strategic commercial centers within the community. They are intended to provide opportunity for diverse retail, employment and mixed-use destinations at critical intersections to create dense, value-intense development. These centers are regional in nature and serve a population beyond Leander, and are found on major highways and arterials. Managing access and traffic in these high-volume areas will require planning and coordination.

In a changing retail environment, Activity Centers are designed to become community destinations with activities, amenities, shopping, restaurants and places to gather, live and work. These mixed-use centers complement neighborhood centers and the urban development around Leander Station. Individually, these centers are expected to have a differing balance of land use, design, and atmosphere based on their location and context. High-density apartments and lofts are appropriate if designed and connected to the larger mixed-use center.

The Activity Center land use is intended to be implemented using a strategically planned framework, typically a PUD. When multiple landowners exist without a unified development scheme, proposed projects should plan for future integration to balance the activity center area as much as possible.

Desired Mix: 70-100% Non-Residential, 0-30% Residential

EMPLOYMENT CENTER

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

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

is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

Desired Mix: 80-100% Non-Residential, 0-20% Residential

INTERGOVERNMENTAL/INTERDEPARTMENTAL REVIEW:

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

SCHEDULE:

DEVELOPMENT MEETING

A development meeting was held with Staff on 11/08/2021. The following changes were made to the project since the development meeting was held:

- The development meeting included 14 separate parcels, this request includes 5 parcels.

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

- No ordinance changes have occurred.

NOTIFICATION

02/03/2022 - Public Notice on Hill Country News
02/09/2022 - Mail Notification to Property Owners within 200'
02/24/2022 - Public Hearing Signage Posted on Property
03/17/2022 - Planning and Zoning Commission Public Hearing
03/17/2022 - City Council Public Hearing & First Reading of the Ordinance
03/24/2022 - City Council Second & Final Reading of the Ordinance

PUBLIC NOTIFICATION:

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

See Attachment 8: Mailing labels and a list of neighbors within 200' has been provided to the City. Remaining neighbors within the 500' were sent notification of zoning application via certified mail. Certified mail was sent for parcel #'s R031271, R037177, R037151, R037152/R037153 and R037154. In addition, Dr. Vivek Mahendru reached out to neighbors via phone and email.

See attached notification that was mailed out along with the certified receipts.

- No concerns noted.

The following changes were made to address issues discussed.

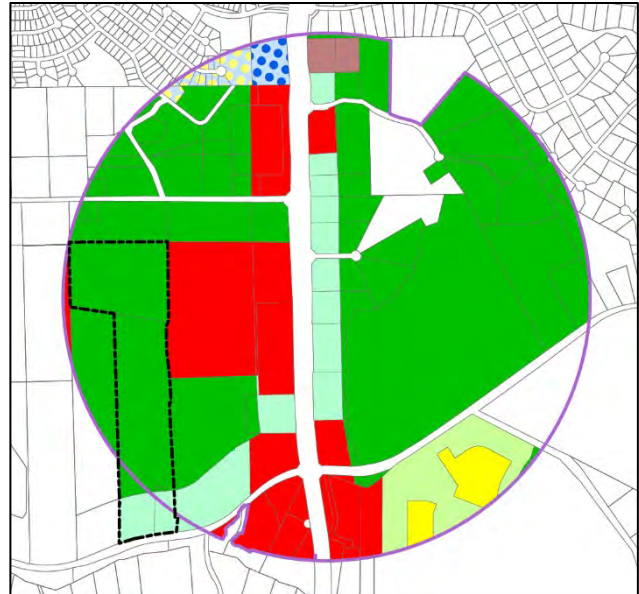
- No changes noted.

Please see the full report from the applicant attached.

APPROVAL CRITERIA:

The Future Land Use map designates this area as Employment Center and Activity Center. The Activity Center includes a desired land distribution percentage for commercial (70-100%) and residential (0-30%). The subject area is currently made up of interim zoning districts which were applied at the time of annexation. The Activity Center also includes majority interim residential zoning districts, accounting for roughly 62%. This zoning request would increase the current commercial land distribution from 24.11% to 27.74%. And increase the developed residential from 15.69% to 21.32%.

The subject area site has not been reviewed by applicant's engineer nor City staff with regard to platting, access or drainage at this time. During the platting process, the engineer will need to demonstrate how the residential properties will be platted, the road network, and the extension of utilities.

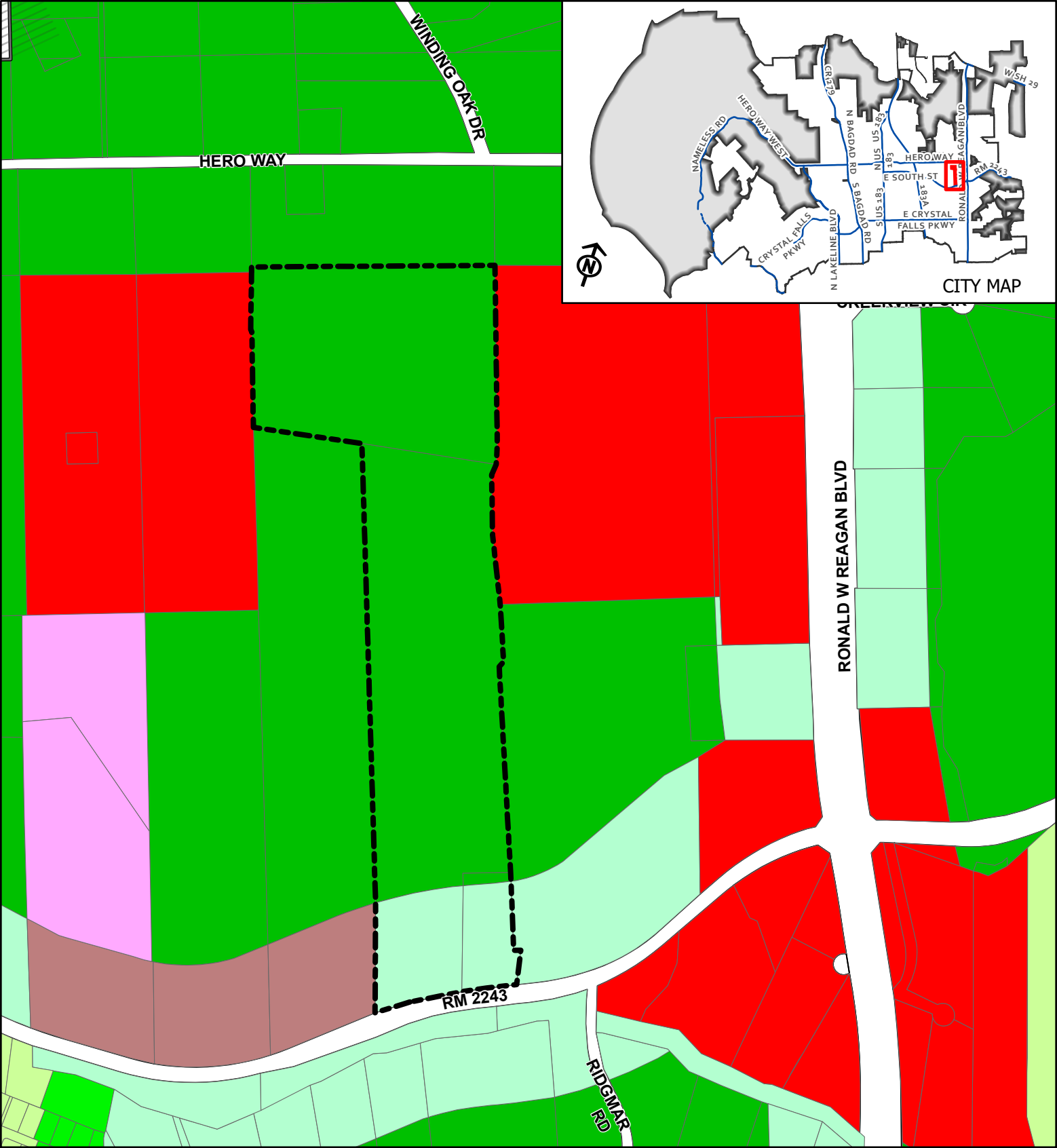


The applicant has submitted a request to change the zoning of the property in order to allow SFT-2-B (Single-Family Townhouse) and GC-2-B (General Commercial). The surrounding properties are made up of both commercially zoned and interim residentially zoned properties.

The proposal includes approximately 22.234 acres of commercial and 34.55 acres of residential. The Comprehensive Plan designates a portion of this area as Employment Center under the Future Land Use map, which does not support the SFT (Single-Family Townhouse) use component.

The Composite Zoning Ordinance summarizes the intent of the SFT use component is to serve as a transition between moderate size lots and higher density areas as part of a larger planned community typically greater than 100 acres and comprising less than 10% of the proposed area.

If the Comprehensive Plan Amendment is not approved, then the zoning will not comply with the Future Land Use Map.



CASE: 21-Z-044

ATTACHMENT #2

M RANCH
ZONING #3

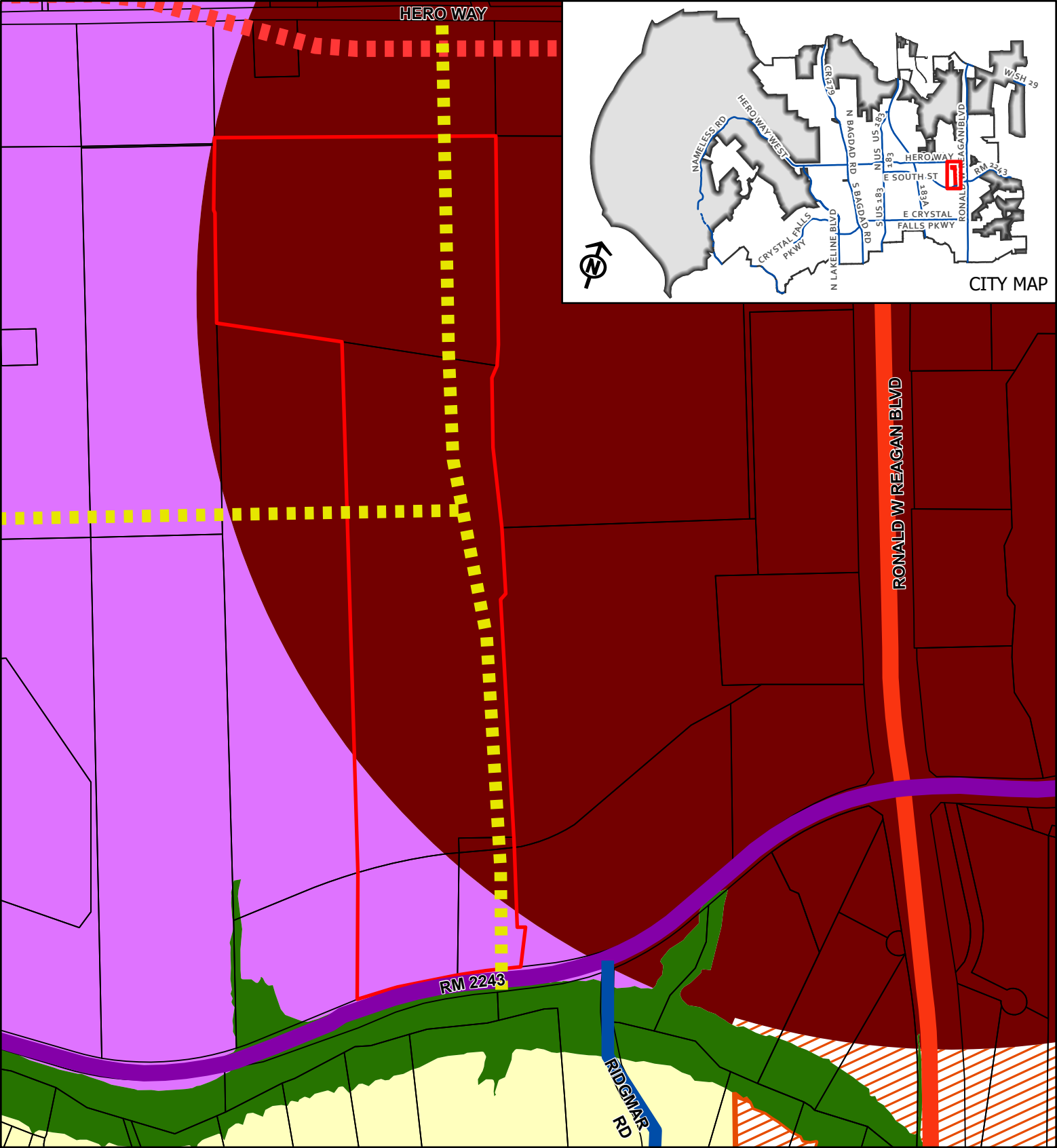
Current Zoning Map

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
- Leander ETJ
- Subject Area
- SFR - Single-Family Rural
- SFE - Single-Family Estate

- SFS - Single-Family Suburban
- SFU - Single-Family Urban
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial





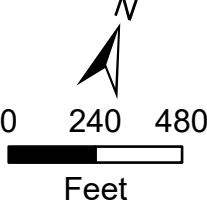
CASE: 21-Z-044

ATTACHMENT #3

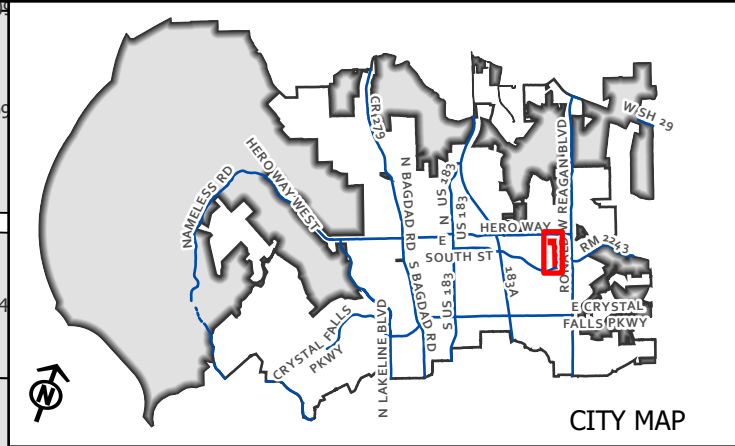
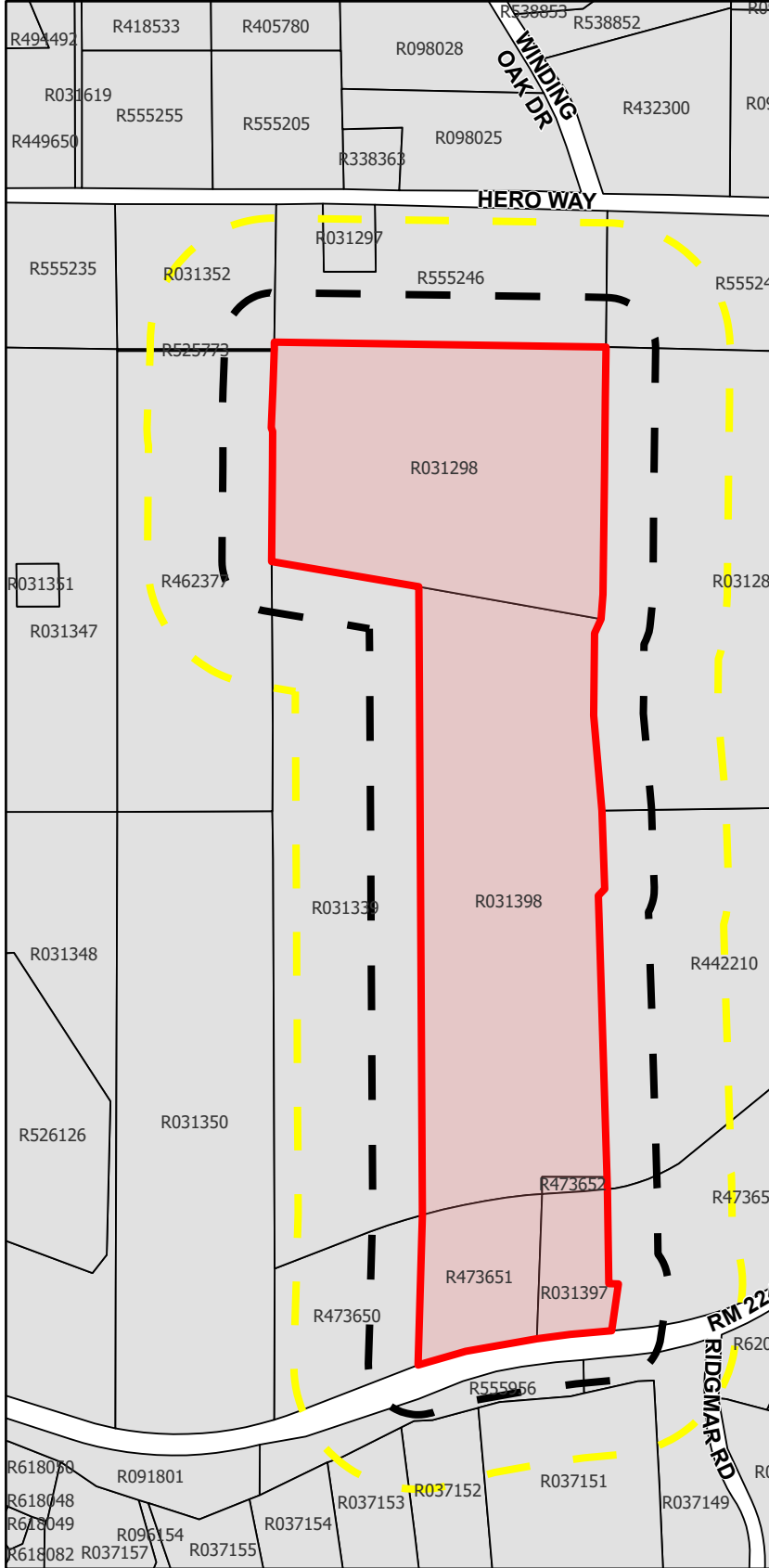
M RANCH
ZONING #3

Future Land Use 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
- Leander ETJ
- Subject Area
- Activity Center
- Employment Center
- Greenway
- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Neighborhood Residential
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Rural, Existing
- Access Controlled, Proposed
- Collector, Proposed



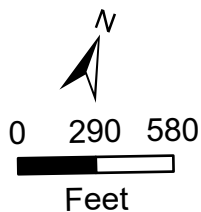
CASE: 21-Z-044

ATTACHMENT #4

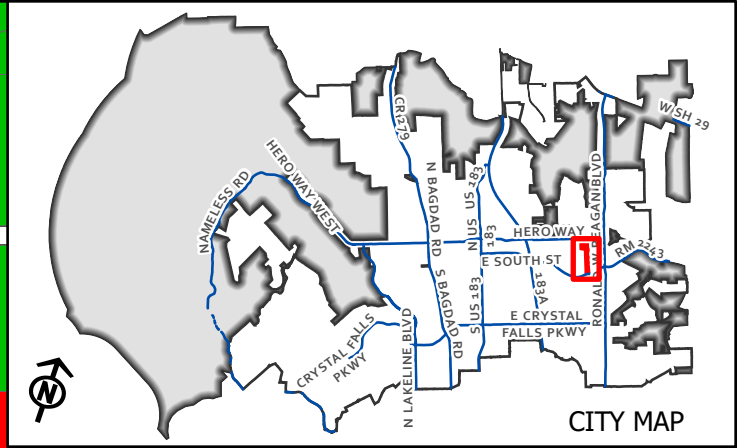
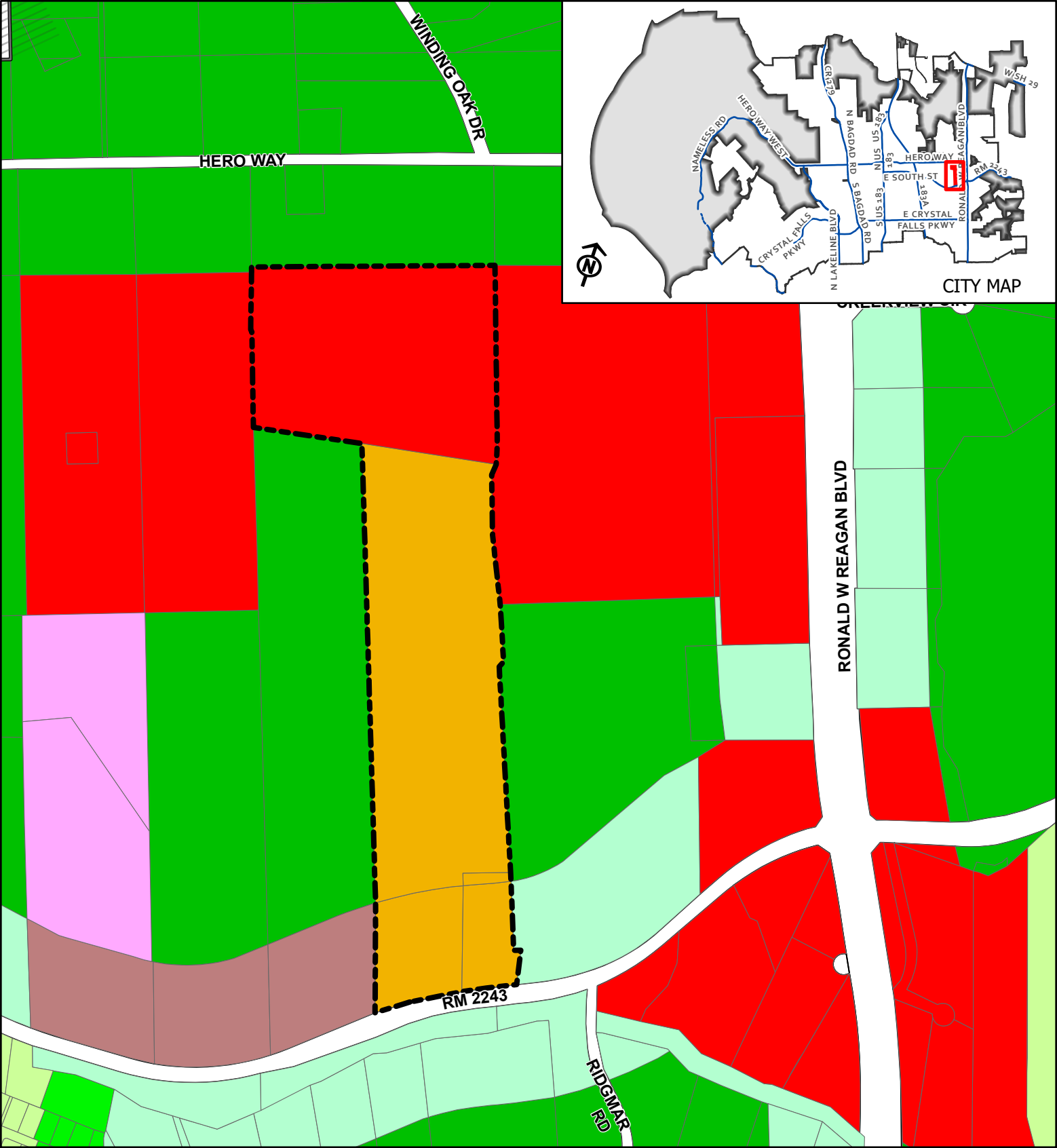
M RANCH
ZONING #3

Public Notification

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



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



CASE: 21-Z-044

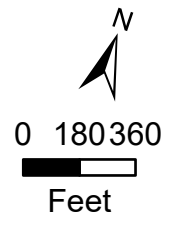
ATTACHMENT #5

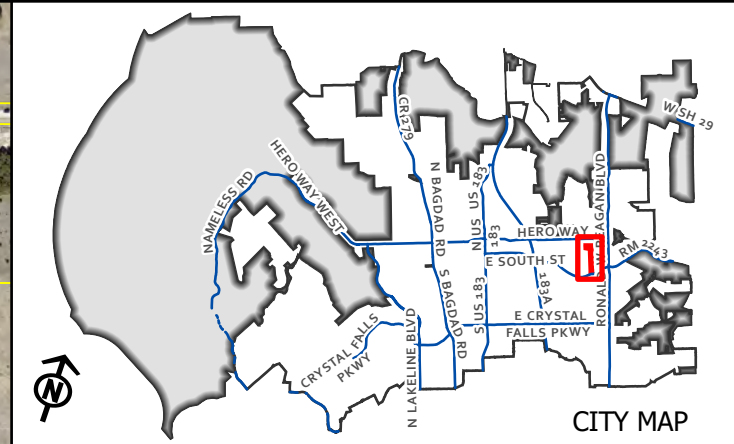
M RANCH
ZONING #3

Proposed Zoning 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 | SFU - Single-Family Urban |
| Leander ETJ | LC - Local Commercial |
| Subject Area | GC - General Commercial |
| SFR - Single-Family Rural | HC - Heavy Commercial |
| SFE - Single-Family Estate | SFT - Single-Family Townhouse |
| SFS - Single-Family Suburban | GC - General Commercial |





CASE: 21-Z-044 **ATTACHMENT #6** **M RANCH ZONING #3**

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.

0 240 480

Feet

- Leander City Limits
- Leander ETJ
- Subject Area



December 3, 2021

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

RE: M Ranch Zoning #3 Application GC-2-B & SFT-2-B
Letter of Intent

Please find the attached application for the proposed M Ranch Zoning of 56.785 acres of land at the southwest corner of Ronald Regan Blvd and Hero Way. The site is surrounded by single family to the North, single family and general commercial to the West, single family to the South and single family and general commercial to the East. The site fronts RR2243 and is mostly flat with scattered trees. Included with this submittal is a survey exhibit with metes and bounds information for these parcels.

We are proposing GC-2-B for parcel R031298, SFT-2-B for parcel R031398, R473651, R473652 and R031397. At this time we are requesting a straight zoning request.

Please feel free to reach out if any additional information is needed. Your consideration is appreciated.

Thank you!

Steve Ihnen, P.E.
Project Engineer



APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

Mailing labels and a list of neighbors within 200' has been provided to the City. Remaining neighbors within the 500' were sent notification of zoning application via certified mail. Certified mail was sent for parcel #'s R031271, R037177, R037151 R037152/R037153 and R037154. In addition, Dr. Vivek Mahendru reached out to neighbors via phone and email. See attached notification that was mailed out along with the certified receipts.

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.

Mailing labels and a list of neighbors within 200' has been provided to the City. Remaining neighbors within the 500' were sent notification of zoning application via certified mail. Certified mail was sent for parcel #'s R031271, R037177, R037151 R037152/R037153 and R037154. In addition, Dr. Vivek Mahendru reached out to neighbors via phone and email. See attached notification that was mailed out along with the certified receipts.

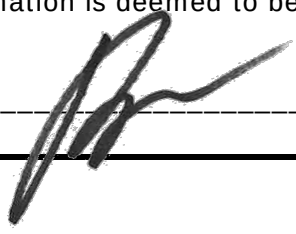
3. What concerns were raised during these communications?

Neighbors are supporting the proposed zoning.

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

No conditions or concerns were added to the zoning request.

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

Signature:  Date 12-15-2021

Notice of Zoning Application

PROJECT NAME: M Ranch #3

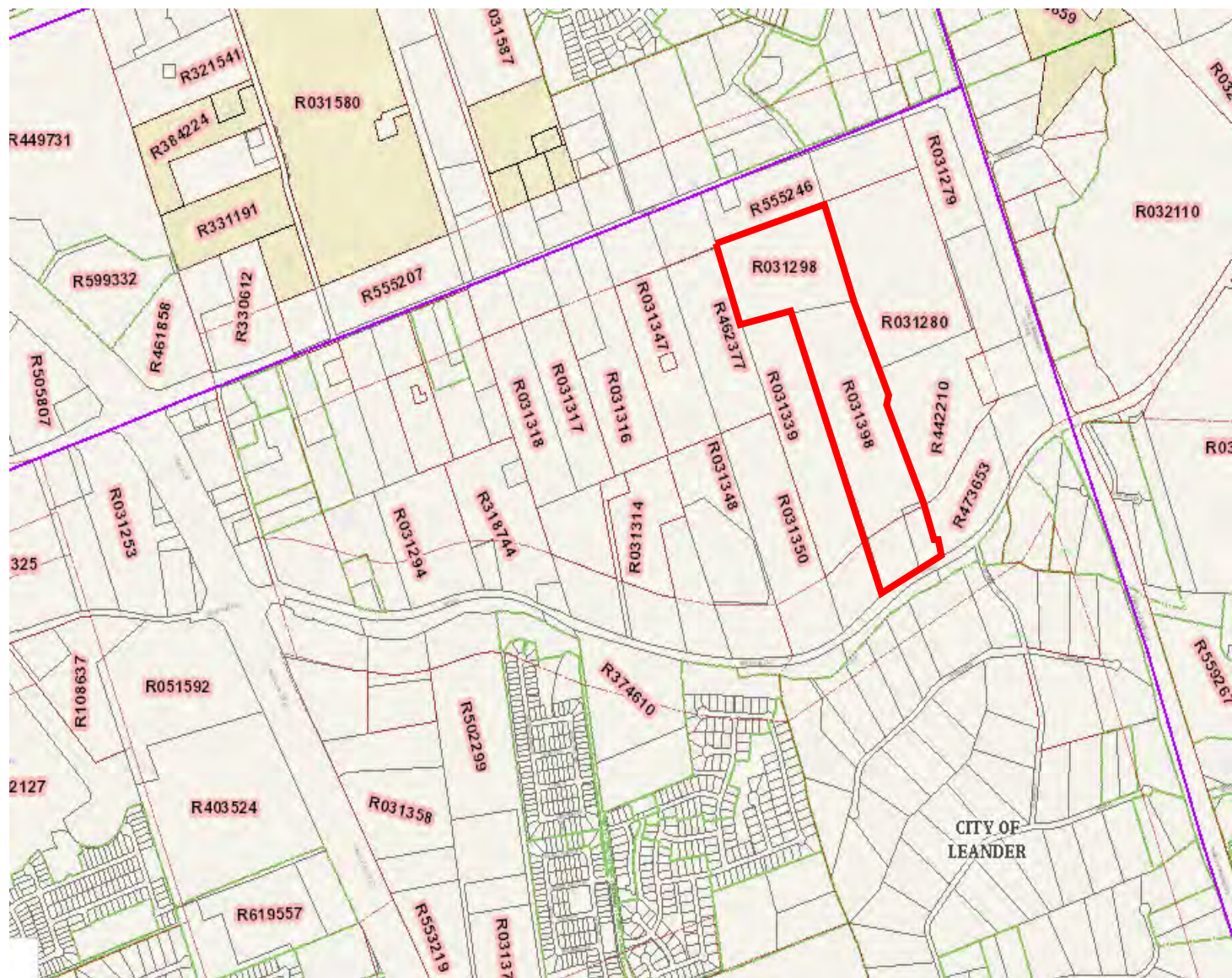
APPLICANT: Vivek Mahendru, MD and Lisa K Mahendru and Devidass Mahendru

APPLICANT AGENT: Bleyl Engineering – Steve Ihnen, P.E.
12007 Technology Blvd, Ste. 150, Austin, TX 78727
512-454-2400

SITE ADDRESS: 3549 Hero Way and 8330 RR 2243 Leander, Williamson County, Texas

DESCRIPTION: To amend the current zoning of Interim SFR-1-B (Single-Family Rural) and SFS-2-B (Single Family Suburban) to GC-2-B (General Commercial) and SFT-2-B (Single-Family Townhouse) on approximately 56.785 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031298, R031398, R473652, R473651, R031397; and more commonly known as 3549 Hero Way and 8330 RR 2243, Leander, Williamson County, Texas. Applicant/Agent: Bleyl Engineering (Steve Ihnen) on behalf of Vivek Mahendru, MD and Lisa K Mahendru and Devidass Mahendru." SEE ATTACHED MAP.

If you have any questions or would like to schedule a meeting to discuss this project please feel free to reach out to Steve Ihnen with Bleyl Engineering at 512-454-2400.



7020 1810 0000 8186 9717

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Mercedes, TX 78570

Certified Mail Fee \$3.75
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To

Harbison, Jack W. & Betty
 P.O. Box 747
 Mercedes, TX 78570

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 8186 9694

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

Austin, TX 78701

Certified Mail Fee \$3.75
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To

Sarita Valley 2019 LP
 100 Congress Ave Ste. #1450
 Austin, TX 78701

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 8186 9731

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Leander, TX 78641

Certified Mail Fee \$3.75
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To

Cochran, Stephan D & Wendy L.
 133 W. Windemere
 Leander, TX 78641

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 8186 9700

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 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Leander, TX 78641

Certified Mail Fee \$3.75
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To

Tungate, Ernest Loyd & Lori
 83 Righemar Road
 Leander, TX 78641

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1810 0000 8186 9724

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Elgin, TX 78621

Certified Mail Fee \$3.75
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.58

Total Postage and Fees \$4.33

Sent To

Lamphier, Karen D & Timothy J
 118 Red Hump Rd.
 Elgin, TX 78621

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN TO AMEND THE FUTURE LAND USE MAP FROM EMPLOYMENT CENTER TO ACTIVITY CENTER FOR THE PROPERTY GENERALLY LOCATED TO THE WEST OF RONALD W REAGAN BLVD AND NORTH OF RM 2243; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) to provide for and maintain a comprehensive plan for the City in accordance with the City Charter and Chapters 211 and 213 of the Texas Local Government Code;

WHEREAS, the City Council adopted the Future Land Use Plan set forth in the Comprehensive Plan by Ordinance No. 22-025-00;

WHEREAS, the City Council finds that the adoption of the amendments to the Future Land Use Plan herein promote the public health, safety, morals, and welfare and provide for the orderly development of the City; and

WHEREAS, after review, inquiry and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approves the amendments to the Comprehensive Plan hereinafter set forth;

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 the Comprehensive Plan. The City Council hereby adopts the amendment to the Future Land Use Plan that is attached hereto as Exhibit A. The Future Land Plan, as amended, shall be kept in the office of the Planning Department and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan, as amended. The City may amend the Comprehensive Plan in the discretion of the City Council in accordance with the City Charter and state law to plan for the changing plans of the City.

SECTION 3. Amendment of Conflicting Ordinances. The City of Leander Future Land Use Plan previously adopted by Ordinance No. 22-025-00 is hereby amended to the extent of any

conflict with Exhibit A. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

SECTION 4. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

SECTION 5. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this 17th day of March, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine Sederquist, Mayor

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) AND SFR-1-B (SINGLE-FAMILY RURAL) TO SFT-2-B (SINGLE-FAMILY TOWNHOUSE) AND GC-2-B (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 parcels of land being including 56.785 acres $\pm$; being more particularly described in Exhibit "A"; generally located west of Ronald W. Reagan Blvd. and north of RM 2243; identified by Williamson Central Appraisal District tax identification number R031298, R031398, R473651, R473652, and R031397; more particularly described in Instrument Number 2021182868 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to SFT-2-B (Single-Family Townhouse) and GC-2-B (General Commercial) as shown in Exhibit "A".

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

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

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

PASSED AND APPROVED on First Reading this the 17th day of March, 2022.

FINALLY PASSED AND APPROVED on this the 7th day of April, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

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

February 24, 2022 at 7:00 PM



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

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

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

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

2. Roll Call

All Commissioners were present.

3. Director's report to the Planning & Zoning Commission on actions taken by the City Council at the February 17, 2022, 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 21-PP-008 regarding Travisso Phase 4, Sections 7-10, Phase 5 Preliminary Plat on one parcel of land approximately 95.50 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 353024; generally located to the west of the western terminus of Travisso Parkway and to the east of Nameless Road, Leander, Travis County, Texas.

7. Approval of Minutes.

Motion made by Commissioner May seconded by Vice Chair Mahan to approve the Consent Agenda items 6 and 7.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case 22-CPA-001 to amend the Comprehensive Plan land use category from Employment Center to Activity Center; and consider action regarding Zoning Case 21-Z-044 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-2-B (Single-Family Rural) to SFT-2-B (Single-Family Townhouse) and GC-2-B (General Commercial) on five parcels of land approximately 56.785 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031298, R031398, R473651, R473652, and R031397; and generally located west of Ronald W. Reagan Blvd. And north of RM 2243, Leander, Williamson County, Texas.
- Discuss and consider action regarding Comprehensive Plan Case 21-CPA-006 as described above.
 - Discuss and consider action regarding Zoning Case 21-Z-044 as described above.
- Tyal Sommerfeld didn't speak but was against this item.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Deirdre Moss to approve the Comprehensive Plan Amendment.

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

NAY: Commissioner Gary Hampton, Jr.

6 - 1 Passed

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Laura Lantrip to approve the zoning request.

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

NAY: Commissioner Gary Hampton, Jr.

6 - 1 Passed

REGULAR AGENDA

9. Discuss policy related to a potential roadway impact fee ordinance for the 2022 Roadway Impact Fee Study.

Motion made by Vice Chair Donnie Mahan, seconded by Commissioner Laura Lantrip to approve the five service area approach.

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

7 - 0 Passed

10. Discuss and consider action on the draft land use assumptions and capital improvements plan for the 2022 Roadway Impact Fee Study.

No action was taken.

11. Adjournment at 7:50 p.m.

APPROVED:

CHAIRMAN COSGROVE

ATTEST:

ELLEN COUFAL
PLANNING & ZONING COMMISSION SECRETARY



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Discuss and consider action on establishing fees for credit card transactions through the use of Tyler Payments as part of the EnerGov permitting software; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City will be launching the EnerGov software for permitting this summer. This new software will facilitate online submittal and review of all applications, including the building permit, subdivision, site development, and zoning process. Previously, the City processed the subdivision, site development and zoning applications through paper submittals and typically received a check payment. Staff anticipates an increase in online payments via credit card. The City has the option to pass the credit card merchant fees on to the developer or to absorb the costs.

In 2021, the City paid \$480,084 in credit card processing fees on behalf of applicants for only building permit applications. Based on current application fees charged by the City, average credit card processing fees for large-scale projects are about \$3,000 each, which includes applications that incorporate building permits, construction plans, and site development plans.

If credit card processing fees are charged to the applicant, rather than absorbed by the City, the EnerGov software will still give applicants other options to avoid processing fees by allowing for check or ACH payments as an alternative.

PRESENTER:

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



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Discuss and consider action on Destination Restaurant Incentive Program to assist in recruiting restaurants as well as helping existing Leander restaurants to expand.

BACKGROUND:

City Council has previously expressed an interest in creating new tools to assist in recruiting restaurants as well as helping existing Leander restaurants to expand. City staff has researched programs in other Texas communities that have been utilized successfully and have created a program for consideration by City Council.

PRESENTER:

Cameron Goodman, Economic Development Director

Attachments

1. Restaurant Incentive Program

City of
Leander



City of Leander
Destination Restaurant Incentive Program

ELIGIBILITY CRITERIA

Incentives are targeted to the following types of restaurants:

1. “Destination” restaurants that

- a. Have the capability to attract customers from outside the community;
- b. Do not have another existing location within a 5-mile radius; and
- c. Fit well into the existing restaurant economy to provide new and different dining and entertainment experiences.
- d. Local, Regional, and National restaurants may apply if qualified under subsection (a), (b), and (c) above.
- e. Priority will be given to restaurants at least 4,000 sf in size.

2. Expansion, second location and relocation of existing Leander restaurants:

- a. Meet the criteria set in Section 1 above (subsection (1)(b) does not apply);
- b. Expansion – added square footage must be a minimum of 50% larger than current space or 50% more indoor seating.

3. Developers and Shopping Center Owners leasing space to destination restaurants may apply.

** In order to qualify for incentives, restaurants are required to sign a minimum 5-year lease with the Developer/Shopping Center Owner, no matter which party is the applicant and potential recipient of the incentive. Based on the value of the incentive requested, the City may require the tenant to sign a lease for a period longer than five (5) years.*

REVIEW CRITERIA

Any request for incentives shall be reviewed on a case-by-case basis by the City Council. Their decision shall be based upon an evaluation of the following criteria, which each applicant will address in narrative

form when submitting an Application for Economic Development Incentives.

Fiscal Impact

- Anticipated direct sales tax to be generated.
- Total number of full-time jobs brought to Leander.
- Average wage of employees.
- Ad valorem taxes to be generated.

Community Impact

- Does the business satisfy/address the community's needs for unique and high quality restaurants?

Competitive Impact

- The effect the project would have on existing businesses in Leander.
- A list of specific businesses seen as direct competitors to the applicant. The City of Leander seeks to retain existing businesses, and therefore will consider whether an applicant will compete or potentially displace an existing business.

TYPES OF INCENTIVES

- **Sales Tax Rebates** – The total amount of sales tax rebates and length of the rebate term shall be at the discretion of City Council and will be made on a case-by-case basis.

The sales tax rebate would be paid in annual installments within ninety (90) days of the end of each twelve (12) calendar month period following the issuance of the certification of occupancy for the facility, or other commencement date if no certificate of occupancy is required. Any sales tax incentive would be limited to the extent that the City has received sales tax from taxable sales by the applicant. The City's obligation to pay the sales tax

rebate in the Agreement would additionally be conditioned upon the applicant requesting and providing sales tax documentation from the Office of the Comptroller of the State of Texas.

In the event that the applicant files an amended sales and use tax return or report with the State of Texas, or if additional sales and use tax is due or owing, as determined by the State of Texas, affecting sales tax receipts for a previous twelve (12) calendar month period, the City will be making adjustments accordingly. The City of Leander reserves the right to conduct an audit at any time of the applicant's books, papers and reports, and to ensure compliance with the Incentive Agreement. Furthermore, in the event of termination of the Agreement, the City has the right to recapture any and all rebated taxes for the calendar year in which any default occurred.

The sales tax incentive will be conditioned upon:

- Generation of a certain level of sales tax – to be determined based on type of restaurant.
- Term of occupancy: a minimum 5-year lease will be required. This requirement does not apply to restaurants purchasing a location.
- Additional relevant information as needed.

PROCEDURAL GUIDELINES

1. Applicant shall complete an "Application for Economic Development Incentive" as provided by the City.
2. Applicant shall submit a narrative addressing each factor highlighted in the Review Criteria. A business plan may be requested on a case-by-case basis.
3. Staff will review all documentation for completeness and accuracy.

Additional information may be requested as needed.

4. City Council will review the application with the City Manager and Economic Development Department Staff and vote to either approve or deny the grant application.

DRAFT



EXECUTIVE SUMMARY

04/07/2022

AGENDA SUBJECT:

Discuss and consider action on directing the staff to submit a formal complaint to the United States Postal Service Office of Inspector General.

BACKGROUND:

On March 4, Leander Police received reports of an alleged theft of U.S. Postal Service (USPS) mailboxes in a Crystal Falls subdivision where suspects utilized a forged master key to gain unlawful access to mail. Following an arrest on March 13, public authorities recovered mail addressed to people in Leander, Austin, Buda, Harker Heights, Killeen, Cedar Park, Georgetown, Boerne, Pflugerville and El Paso. The theft of highly-sensitive personal information within the recovered mail items suggests the actions may have been connected to a large-scale identity theft operation.

As a result, Leander residents have expressed their concerns to Council about what the Leander Post Office will do to prevent similar mail and identity thefts in the future. In an inquiry to the office of U.S. Representative John R. Carter, it was suggested that the City should submit a formal complaint to the USPS Office of Inspector General in order to seek further review and possible action by USPS.

PRESENTER:

Council Directive



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending the Project and Financing Plan for the Reinvestment Zone Number One to ratify, confirm, and approve an increase in the maximum reimbursement amount for the Northline Developer projects and to allocate the estimated project costs for the Northline Developer category among project categories; and providing for related matters.

BACKGROUND:

The Leander Development Authority, TIRZ Board, and City Council approved an amendment to the Northline Development and Reimbursement Agreement adding projects and increasing the authorized project costs for which the Developer is eligible to be reimbursed from the TIRZ. The Project and Financing Plan is being amended for the purpose of reflecting those allocations of TIRZ funds to the Northline Project.

The Project Plan is capped at \$71,814,000.00 unless subsequently amended by both the City Council and the Williamson County Commissioners Court. The revised Northline Development Reimbursement Agreement reduces the remaining unallocated Project Plan capacity for future projects to \$5,085,818.00. Unless extended at some point in the future, the TIRZ expires December 31, 2031.

On March 10, 2022, the TIRZ Board and DA Board approved the amendment to the Project Plan.

RECOMMENDATION:

Recommend approval of the Ordinance adopting Project Plan amendment.

PRESENTER:

Robert G. Powers, Executive Finance Director

Attachments

1. Ordinance
2. Project Plan Updated
3. TIRZ Draft Minutes 03.10.2022
4. DA Draft Minutes 03.10.2022

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING THE PROJECT AND FINANCING PLAN FOR THE REINVESTMENT ZONE NUMBER ONE TO RATIFY, CONFIRM, AND APPROVE AN INCREASE IN THE MAXIMUM REIMBURSEMENT AMOUNT FOR THE NORTHLINE DEVELOPER PROJECTS AND TO ALLOCATE THE ESTIMATED PROJECT COSTS FOR THE NORTHLINE DEVELOPER CATEGORY AMONG PROJECT CATEGORIES; AND PROVIDING FOR RELATED MATTERS

WHEREAS, Reinvestment Zone Number One, City of Leander, Texas (the "Zone") is a tax increment reinvestment zone created pursuant to Chapter 311, Texas Tax Code, as amended (the "Act"), by Ordinance No. 06-029-00 adopted by the City Council of the City (the "City Council" and the "City") on September 7, 2006, as amended by Ordinance No. 06-029-01 adopted by the City Council on June 21, 2007 (the "Zone Creation Ordinance"), as amended by subsequent ordinances adopted by the City Council;

WHEREAS, Zone Creation Ordinance adopted a project and financing plan pursuant to Section 311.011, Texas Tax Code, which has been amended and updated from time to time (the "Zone Plan");

WHEREAS, the Zone, the Leander Development Authority, and the City entered into the Amendment to the Northline PUD Development and Reimbursement Agreement dated August 5, 2021 (the "Amendment") to provide that The Northline PUD Projects be amended to include the Subsequent Phases Projects (as defined in the Amendment) and to increase the Maximum Reimbursement Amount (defined in the Amendment) to include the estimated costs of the Subsequent Phases Projects as well as increases in costs of the original The Northline PUD Projects resulting from changes in scope and design; and

WHEREAS, the Zone and the City desire to amend the Zone Plan to reflect the increase in the Maximum Reimbursement Amount for Northline Developer Projects and to allocate the project costs for the Northline Developer Projects as provided in the Amendment;

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

Section 1. Findings. The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Zone Plan. The Zone Plan set forth in **Exhibit A** is hereby confirmed, ratified, adopted, and approved.

Section 3. Public Improvement Projects. (a) The public improvement projects described in the Amendment are reasonable and necessary to provide adequate water, sewer, transportation, storm water detention and drainage, gas utility service, electric utility service, and other public infrastructure for persons and property located within the Zone (the “Public Improvement Projects”).

Section 4. Project Costs. The estimated project costs of The Northline Developer Projects are set forth in **Exhibit A** and the Amendment.

Section 6. Amendment of Conflicting Ordinances. The Zone Plan adopted under Ordinances 06-029-00 and 06-029-01, as amended by subsequently adopted ordinances, is hereby amended to the extent of any conflict with this Ordinance. In the event of a conflict between this Ordinance and another Ordinance of the City, this Ordinance shall control, provided that this Ordinance shall not change the terms, conditions, or limitations of any reimbursement agreement governing payment of tax increment revenue generated within the Zone.

Section 7. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

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

PASSED AND APPROVED on this the ____ day of April, 2022.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A
AMENDED ZONE PLAN

Leander TIRZ Project Plan (Rev. 3/10/2022)																											
Funding Category	PRIOR CASH FLOW PROJECTION (3-21-19)							Revised Total 3-21-19	Revised Total 8-5-21	Net Adj.	Uncommitted Balance		RB270*****	TVI	Williamson Co.	Committed Funds*										Impact Fee Revenues**	Total Committed
	2006-2008	2008-2010	2010-2015	2015-2020	2020-2025	2025-2031										City of Leander	Crescent	Oak Creek	St. David's Hospital	Nakfoor	Northline - City of Leander ***	Northline - Developer	Cash Contributions				
Administration	\$ 6,600	\$ 33,567	\$ 650,000	\$ 100,000	\$ 100,000	\$ 59,833		\$ 950,000	\$ 650,000	\$ (300,000)	\$ -				\$ 650,000										\$ 650,000		
Engineering Design-Consulting			\$ 42,349	\$ 650,000	\$ 650,000	\$ 757,651		\$ 2,100,000	\$ 1,516,964	\$ (583,036)	\$ -		\$ 369,912	\$ 997,052									\$ 150,000		\$ 1,516,964		
Non Allocated Funds ****				#####				\$ 11,969,000	\$ 5,085,818	\$ (6,883,182)	\$ 5,085,818																
							Sub-Tot	\$ 15,019,000	\$ 7,252,782	\$ (7,766,218)	\$ 5,085,818																
Water																											
Northline Water System - Phase 1				\$ 285,000	\$ 500,000	\$ 500,000		\$ 1,285,000	\$ -	\$ (1,285,000)	\$ -														\$ -		
Northline Water System - Phase 1a					\$ 200,000	\$ 208,000		\$ 408,000	\$ -	\$ (408,000)	\$ -														\$ -		
Northline Water System (rev. 8/5/2021)								\$ -	\$ 4,651,457	\$ 4,651,457	\$ -											\$ 4,651,457			\$ 4,651,457		
Transmission			\$ 437,400	\$ 3,000,000	\$ 134,600	\$ -		\$ 3,572,000	\$ 795,000	\$ (2,777,000)	\$ -				\$ 795,000	\$ 2,730,000							\$ (2,730,000)		\$ 795,000		
Storage contribution								\$ -	\$ -	\$ -	\$ -														\$ -		
Necessary Connections				\$ 840,000	\$ 316,879	\$ -		\$ 1,156,879	\$ 780,750	\$ (376,129)	\$ -		\$ 63,500				\$ 432,450	\$ 200,000	\$ 84,800						\$ 780,750		
Offsite Contribution				\$ -				\$ -	\$ -	\$ -	\$ -														\$ -		
							Sub-Tot	\$ 6,421,879	\$ 6,227,207	\$ (194,672)	\$ -														\$ 6,227,207		
Wastewater																											
Brushy Creek Basin																											
Northline Wastewater System - Phase 1				\$ 375,000	\$ 500,000	\$ 500,000		\$ 1,375,000	\$ -	\$ (1,375,000)	\$ -														\$ -		
Northline Wastewater System - Phase 1a					\$ 200,000	\$ 237,000		\$ 437,000	\$ -	\$ (437,000)	\$ -														\$ -		
Northline Wastewater System (rev. 8/5/2021)								\$ -	\$ 1,418,282	\$ 1,418,282	\$ -											\$ 1,418,282			\$ 1,418,282		
Interceptor				\$ 1,000,000	\$ 228,000			\$ 1,228,000	\$ 250,912	\$ (977,088)	\$ -					\$ 708,200							\$ (457,288)		\$ 250,912		
Laterals/Main Collectors				\$ 500,000	\$ 550,000	\$ 250,000		\$ 1,300,000	\$ 1,041,017	\$ (258,983)	\$ -					\$ 1,300,000		\$ 218,375	\$ 362,057				\$ (839,415)		\$ 1,041,017		
Lift Station				\$ 500,000	\$ 250,000	\$ 250,000		\$ 1,000,000	\$ 216,829	\$ (783,171)	\$ -					\$ 612,000							\$ (395,171)		\$ 216,829		
Force Main				\$ 150,000	\$ 240,000			\$ 390,000	\$ -	\$ (390,000)	\$ -														\$ -		
San Gabriel Basin																											
Interceptor				\$ 100,000	\$ 650,000			\$ 750,000	\$ 378,120	\$ (371,880)	\$ -					\$ 378,120									\$ 378,120		
Laterals				\$ 250,000	\$ 250,000	\$ 200,000		\$ 700,000	\$ 570,300	\$ (129,700)	\$ -					\$ 570,300									\$ 570,300		
Lift Station				\$ 300,000	\$ 300,000	\$ 350,000		\$ 950,000	\$ 480,000	\$ (470,000)	\$ -					\$ 480,000									\$ 480,000		
Force Main					\$ -			\$ -	\$ -	\$ -	\$ -														\$ -		
Offsite Contribution				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -														\$ -		
							Sub-Tot	\$ 8,130,000	\$ 4,355,460	\$ (3,774,540)	\$ -														\$ 4,355,460		
Transportation																											
Northline Streets - Phase 1				\$ 1,000,000	\$ 3,240,500	\$ 3,240,500		\$ 7,481,000	\$ 7,481,000	\$ -	\$ -										\$ 7,481,000				\$ 7,481,000		
Northline Streets - Phase 1a					\$ 868,000	\$ 1,000,000		\$ 1,868,000	\$ -	\$ (1,868,000)	\$ -												\$ -		\$ -		
Northline Streets (rev. 8/5/2021)								\$ -	\$ 11,255,692	\$ 11,255,692	\$ -											\$ 11,255,692			\$ 11,255,692		
RM 2243				\$ -	\$ -			\$ -	\$ -	\$ -	\$ -														\$ -		
San Gabriel Parkway				\$ 2,000,000	\$ 2,700,000			\$ 4,700,000	\$ 4,700,000	\$ -	\$ -			\$ 4,700,000											\$ 4,700,000		
CR 273			\$ 388,511	\$ 161,489				\$ 550,000	\$ 550,000	\$ -	\$ -		\$ 200,000	\$ 200,000									\$ 150,000		\$ 550,000		
CR 269				\$ -	\$ -			\$ -	\$ -	\$ -	\$ -														\$ -		
US 183 Improvements				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -														\$ -		
Required Roadways			\$ 12,000	\$ 1,000,000	\$ 1,500,000	\$ 1,228,092		\$ 3,740,092	\$ 3,367,592	\$ (372,500)	\$ -					\$ 715,000	\$ 2,125,224	\$ 450,000	\$ 77,368					\$ 3,367,592			
Necessary Connections				\$ 350,000	\$ 350,000	\$ 112,908		\$ 812,908	\$ 812,908	\$ -	\$ -		\$ 42,908			\$ 770,000									\$ 812,908		
183A enhancements - connections				\$ 750,000	\$ 750,000	\$ -		\$ 1,500,000	\$ 1,500,000	\$ -	\$ -					\$ 1,500,000									\$ 1,500,000		
							Sub-Tot	\$ 20,652,000	\$ 29,667,192	\$ 9,015,192	\$ -														\$ 29,667,192		
Rail Station																											
Rail Station Improvements				\$ -	\$ -			\$ -	\$ -	\$ -	\$ -														\$ -		
							Sub-Tot	\$ -	\$ -	\$ -	\$ -														\$ -		

Leander TIRZ Project Plan (Rev. 3/10/2022)																											
	PRIOR CASH FLOW PROJECTION (3-21-19)																										
Funding Category	2006-2008	2008-2010	2010-2015	2015-2020	2020-2025	2025-2031		Revised Total 3-21-19	Revised Total 8-5-21	Net Adj.	Uncommitted Balance		RB270*****	TVI	Williamson Co.	City of Leander	Crescent	Oak Creek	St. David's Hospital	Nakfoor	Northline - City of Leander ***	Northline - Developer	Cash Contributions	Impact Fee Revenues**		Total Committed	
Drainage - Detention																											
Northline Drainage - Phase 1				\$ 1,216,000	\$ 3,093,000	\$ 3,093,000		\$ 7,402,000	\$ 7,402,000	\$ -	\$ -										\$ 7,402,000					\$ 7,402,000	
Northline Drainage - Phase 1a					\$ 109,000			\$ 109,000	\$ -	\$ (109,000)	\$ -											\$ -				\$ -	
Northline Drainage (rev. 8/5/2021)								\$ -	\$ 2,617,561	\$ 2,617,561	\$ -											\$ 2,617,561				\$ 2,617,561	
Regional Facilities				\$ 1,600,000	\$ 1,449,654			\$ 3,049,654	\$ 3,049,654	\$ 0	\$ -						\$ 1,784,529	\$ 715,126	\$ 550,000							\$ 3,049,654	
Ponds				\$ 325,000	\$ 183,404			\$ 508,404	\$ 508,404	\$ 0	\$ -						\$ 362,955	\$ 145,449								\$ 508,404	
Main Collectors				\$ -	\$ -			\$ -	\$ -	\$ -	\$ -															\$ -	
Phased Detention				\$ -	\$ -			\$ -	\$ -	\$ -	\$ -															\$ -	
Offsite Facilities				\$ -	\$ -			\$ -	\$ -	\$ -	\$ -															\$ -	
Property/Easements					\$ 68,332	\$ -		\$ 68,332	\$ -	\$ (68,332)	\$ -															\$ -	
Water Quality (some overlap with Detention)																											
Treatment Facilities (BMPs)				\$ 790,000	\$ 438,610			\$ 1,228,610	\$ 1,228,610	\$ (0)	\$ -						\$ 877,141	\$ 351,468								\$ 1,228,610	
Phased Treatment				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -															\$ -	
Property/Easements				\$ -	\$ -			\$ -	\$ -	\$ -	\$ -															\$ -	
Off-site Facilities				\$ -	\$ -			\$ -	\$ -	\$ -	\$ -															\$ -	
							Sub-Tot	\$ 12,366,000	\$ 14,806,230	\$ 2,440,230	\$ -															\$ 14,806,230	
Design Enhancements																											
Northline Parks - Phase 1				\$ 167,000	\$ 1,333,000	\$ 1,000,000		\$ 2,500,000	\$ 333,000	\$ (2,167,000)	\$ -										\$ 333,000					\$ 333,000	
Northline Parks - Phase 1a					\$ 250,000	\$ 250,000		\$ 500,000	\$ -	\$ (500,000)	\$ -															\$ -	
Northline Parks (rev. 8/5/2021)								\$ -	\$ 350,000	\$ 350,000	\$ -											\$ 350,000				\$ 350,000	
Street Lighting				\$ 300,000	\$ 300,000	\$ 313,152		\$ 913,152	\$ 913,152	\$ -	\$ -			\$ 83,152			\$ 680,000		\$ 150,000							\$ 913,152	
Plazas/Features				\$ 300,000	\$ 188,190	\$ -		\$ 488,190	\$ 488,190	\$ -	\$ -			\$ 110,835				\$ 377,355								\$ 488,190	
Greenspace Treatments				\$ 113,779	\$ -	\$ -		\$ 113,779	\$ 113,779	\$ -	\$ -			\$ 71,737				\$ 42,042								\$ 113,779	
Other (unique improvements that benefit the TOD)				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -															\$ -	
							Sub-Tot	\$ 4,515,121	\$ 2,198,121	\$ (2,317,000)	\$ -															\$ 2,198,121	
Other Utilities																											
Northline Natural Gas - Phase 1					\$ 490,000	\$ 490,000		\$ 980,000	\$ -	\$ (980,000)	\$ -															\$ -	
Northline Natural Gas - Phase 1a					\$ 115,000	\$ 115,000		\$ 230,000	\$ -	\$ (230,000)	\$ -															\$ -	
Northline Natural Gas (rev. 8/5/2021)								\$ -	\$ 1,114,466	\$ 1,114,466	\$ -											\$ 1,114,466				\$ 1,114,466	
Northline Electric - Phase 1					\$ 1,275,000	\$ 1,275,000		\$ 2,550,000	\$ -	\$ (2,550,000)	\$ -															\$ -	
Northline Electric - Phase 1a					\$ 300,000	\$ 300,000		\$ 600,000	\$ -	\$ (600,000)	\$ -															\$ -	
Northline Electric (rev. 8/5/2021)								\$ -	\$ 5,842,542	\$ 5,842,542	\$ -											\$ 5,842,542				\$ 5,842,542	
Natural Gas				\$ 150,000	\$ 200,000			\$ 350,000	\$ 350,000	\$ -	\$ -								\$ 350,000							\$ 350,000	
							Sub-Tot	\$ 4,710,000	\$ 7,307,008	\$ 2,597,008	\$ -															\$ 7,307,008	
	\$ 6,600	\$ 33,567	\$ 1,530,260	\$ 30,242,268	\$ 24,271,169	\$ 15,730,136	Total	\$ 71,814,000	\$ 71,814,000	\$ (1)	\$ 5,085,818		\$ 569,912	\$ 1,569,184	\$ 4,700,000	\$ 1,445,000	\$ 13,468,245	\$ 4,189,115	\$ 1,918,375	\$ 524,225	\$ 15,216,000	\$ 27,250,000	\$ 300,000	\$ (4,421,874)		\$ 66,728,182	
						\$ 71,814,000																					
Notes:																											
* - The committed amounts are maximum dollar amounts that are subject to any pro-rata cost calculations, multipliers, reductions or other stipulations in the approved reimbursement agreements.																											
** - The Crescent agreement provides for a portion of the water and wastewater impact fees collected from connections into the funded water and wastewater improvements to be paid to the TIRZ account to be used to fund the reimbursements. These amounts are based on the total number of LUEs only within the Crescent property and at the impact fee rates as of October 2014																											
*** - The current estimated debt service payments for the \$15,000,000 Northline City of Leander projects is less than \$14,000,000 by 2031																											
**** - 20% funding budget increase approved by City Council 01/17/2019																											
***** \$200,315.45 of the amount committed to RB270 is payable to AREA 1 Leander per the Amendment of the Development and Reimbursement Agreement for the RB 270 Partnership																											

DRAFT



**MINUTES
TIRZ NO. 1
CITY OF LEANDER, TEXAS**

San Gabriel Conference Room
201 North Brushy Street - Leander, Texas
March 10, 2022



Place 1 –Christine DeLisle - *Chair*
Place 2 – Cynthia Long
Place 3 – Joseph Eckels

Place 4 – Andrew Naudin
Place 5 – Kelsey Stone

1. Call to Order at 8:34 a.m.
2. Roll Call reflected Commissioner Eckels and Commissioner Naudin absent.

CONSENT AGENDA: ACTION

3. Approval of minutes for meeting held on July 12, 2021 and January 27, 2022.

REGULAR AGENDA

4. Discuss and consider action on amending the Project and Financing Plan for the Reinvestment Zone Number One to ratify, confirm, and approve an increase in the maximum reimbursement amount for the Northline Developer projects and to allocate the estimated project costs for the Northline Developer category among project categories; and providing for related matters.
5. Adjourned at 8:37 a.m.

APPROVED:

CHAIR

ATTEST:

CITY SECRETARY

DRAFT



MINUTES DEVELOPMENT BOARD AUTHORITY CITY OF LEANDER, TEXAS

San Gabriel Conference Room
201 North Brushy Street - Leander, Texas
March 10, 2022



Place 1 – Christine DeLisle - *Chair*
Place 2 – Cynthia Long
Place 3 – Joseph Eckels

Place 4 – Andrew Naudin
Place 5 – Kelsey Stone

1. Call to Order at 8:37 a.m.
2. Roll Call reflected Commissioner Eckels and Commissioner Naudin absent.

CONSENT AGENDA: ACTION

3. Approval of Minutes for meetings held on July 12, 2021 and January 27, 2022.

REGULAR AGENDA

4. Discuss and consider action on amending the Project and Financing Plan for the Reinvestment Zone Number One to ratify, confirm, and approve an increase in the maximum reimbursement amount for the Northline Developer projects and to allocate the estimated project costs for the Northline Developer category among project categories; and providing for related matters.
5. Adjourned 8:38 a.m.

APPROVED:

CHAIR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
04/07/2022

AGENDA SUBJECT:

Discuss and consider action on an Ordinance creating and establishing a Mayor's ad hoc committee to promote beautification, conservation and volunteerism; providing an effective date and open meetings clause; and providing for related matters.

BACKGROUND:

The purpose of the ad hoc committee is to promote beautification, conservation and volunteerism within the City of Leander. This committee will educate and engage residents and businesses in beautification and conservation projects that benefit and give back to the community which improves the quality of our parks, trails, public access areas for our residents.

PRESENTER:

Council Directive

Attachments

1. Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CREATING AND ESTABLISHING A MAYOR'S AD HOC COMMITTEE TO PROMOTE BEAUTIFICATION, CONSERVATION AND VOLUNTEERISM; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Leander, Texas desires to establish a Mayor's ad hoc committee to promote beautification, conservation and volunteerism within the City and advise Council on such matters from time to time;

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

SECTION 1. FINDINGS. All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City are incorporated herein as findings of fact.

SECTION 2. MAYOR'S AD HOC COMMITTEE. There is hereby established the Mayor's ad hoc committee which shall consist of seven (7) citizen members including but not limited to senior citizens, one extra territorial jurisdiction (ETJ) resident, Leander business owner who may or may not reside within the city limits and one (1) high school senior as an ex-officio member. The members shall serve for the term of Mayor Christine DeLisle expiring May 2024. The purpose of the Committee will be promote beautification, conservation and volunteerism within the City of Leander. The Committee may also recommend to the City Council matters for review and study that are subject to the City Council's supervision or control, and such matters may be reviewed by the Committee upon referral to the Committee by the Council. After the expiration of the initial term of the Committee, the Council may extend the term of the ad hoc Committee by appointing or reappointing members to the Committee who are recommended by the Mayor and who are selected pursuant to Section 1.04.003 of the Code with the exception of ETJ and business owner member. The Committee shall meet at a minimum quarterly and shall post all meetings in accordance with the Open Meetings Act.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the *Tex. Loc.. Gov 't Code*.

SECTION 4. OPEN MEETINGS. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this _____ day of _____ 2022.

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary